



*Engineering, Surveying and Landscape Architecture, P.C.*

# 4.0

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## Correspondence Received

#1



## New York State Office of Parks, Recreation and Historic Preservation

Division for Historic Preservation  
P.O. Box 189, Waterford, New York 12188-0189  
518-237-8643

RECEIVED

FEB 22 2013

DEPT. OF PLANNING

Andrew M. Cuomo  
Governor

Rose Harvey  
Commissioner

February 19, 2013

Valerie Monastra, AICP  
Village of Ossining Dept. of Planning  
101 Route 9A, P.O. Box 1166  
Ossining, NY 10562

Re: SEQRA  
Hidden Cove (development-demolition)  
36 Water Street  
Ossining, Westchester County  
13PR00281 (05PR04870)

Dear Ms. Monastra:

The Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP) has reviewed the submitted Supplemental Environmental Impact Statement (SEIS) relative to the SEQRA process. These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

The OPRHP does not have concerns over the Village of Ossining Planning Board assuming Lead Agency Status for the purposes of the State Environmental Quality Review process. Based upon our review of the submitted SEIS, the OPRHP notes that the proposed demolition of the 'Pill Factory' building will result in an Adverse Impact upon the property which is listed in the National Register of Historic Places. We recommend that adequate documentation of the existing building listed property (along with surviving features related to the site sluice/drainage and factory operations) be documented with photography and site history prior to the initiation of demolition activities. 2.9.1

Although this review is for the purposes of the SEQRA process, please remember that the project will likely involve state and/or federal agencies which will require our review under Section 14.09 or 106. If in this case our present letter would not offer any project clearance, an agreement process would have to be developed due to the adverse impact/effect that results from the proposed demolition.

If you have any questions, please feel free to contact me. Ext. 3273.

Sincerely,

Kenneth Markunas  
Historic Sites Restoration Coordinator



**VILLAGE OF OSSINING  
DEPARTMENT OF PLANNING  
Ossining, NY 10562  
The Armory-Route 9A  
P.O. Box 1166  
(914) 762-6232 FAX (914) 762-6208**

**DRAFT MEMO**

**DATE:** February 21, 2013

**TO:** Planning Board

**FROM:** Valerie Monastra, AICP, Village Planner

**CC:** David Schiff/Saccardi & Schiff, Inc.

**RE:** Hidden Cove SEIS Comments

Upon review of the current Supplemental Environmental Impact Statement (SEIS), the SEIS should include additional information or explanation on the following areas.

At the end of January 2013, FEMA released Advisory Base Flood Elevation Maps for the Village of Ossining. Section 2.3 and 2.4 discusses elevation changes and fill that is required to meet current Flood Insurance Rate Maps. Please include additional information on the new advisory map elevations and how those elevations would affect the proposed building elevations and necessary fill outlined in the SEIS. If meeting the elevations of the advisory maps will require additional fill and the building's elevation will rise, please describe how much additional fill and what increase in building elevation would result? Please also submit alternatives to Figures 9, 11, and 12 in the SEIS so that they reflect the Advisory Base Map Elevations. 2.5.2

In Section 2.9, Historic Resources, please provide the analysis and back up data that was utilized and which concluded that Brandreth Pill Factory needs to be demolished. The backup information was not provided in the Appendix of the SEIS. Please also update the flood zone subsection of Section 2.9, to reflect the new Advisory Base Flood Elevation Maps for the Village of Ossining. 2.9.2

Page 1-7 in the SEIS refers to North Water Street as a public street. North Water Street is not a public street. If there is information and documentation verifying that North Water is a public street and not a paper street with various access easements, please provide the documentation and explanation. 2.7.1

Please explain in detail how the proposed demolition of the Pill Factory and the construction of the new building meet Objective 6 of the Village's Comprehensive Plan (page 30) and the Objectives of the Northern Waterfront District outlined on page 36-37 of the Village's Comprehensive Plan. 2.1.1

Please explain in detail how the proposed of the Pill Factory and the construction of the new building meet LWRP policy numbers 23 and 25B.

2.1.2

Section 2.5 discusses the proposed re-routing of the existing stream. Please describe if an Army Corp permit would be needed and what part of the re-routing would require the permit. Please also describe the amount of open stream channel that is proposed to be enclosed in the box culvert.

2.5.1

Please provide a few Ossining School District examples for the number of school children that a development such as this one has produced.

2.2.1


Please provide an explanation on why the Office Building which is in good repair needs to be demolished and cannot be saved as part of the proposed site plan. Please look at some alternatives in the site plan design to save this building.

2.9.3

**MEMORANDUM**

TO: Valerie Monastra, AICP, Village Planner

CC: Paul Fraioli, P.E., Village Engineer

FROM: Joseph M. Cermelo, P.E.   
Kellard Sessions Consulting, P.C.  
Consulting Town Engineers

DATE: February 21, 2013

RE: Hidden Cove on the Hudson  
Supplemental Environmental Impact Statement (SEIS) Review

At the request of the Village of Ossining Planning Department, Kellard Sessions Consulting, P.C. has reviewed the latest revision of the SEIS submitted in conjunction with the above-referenced application to determine whether the engineering information provided is sufficient to deem the SEIS complete. The applicant is proposing the development of 137 condominium units in a 6-story residential building with a mix of dwelling unit types. A total of 193 off-street parking spaces, including 166 spaces in a garage parking facility, are proposed for the site. The project site is 5.14 acres in size and located in the PW-A Zone.

Based upon our review of the above material, we offer the following comments for consideration by the Applicant:

1. The SEIS provides a discussion clarifying that the proposed white roof is not a practice included in the New York State Stormwater Management Design Manual (NYS SMDM) and that all other proposed practices shall be designed in accordance with the NYS SMDM. The Stormwater Pollution Prevention Plan (SWPPP), Appendix 4.1, should be revised in a similar fashion. 2.5.3
2. The SEIS includes a discussion regarding the existing stream flow through the site and its proposed re-routing through a precast box culvert. The capacity analysis, however, should be expanded to include a discussion of the analysis, supporting calculations, inlet control and any resulting ponding east of the building, any required mitigation and conclusion of results. Long-term maintenance access and operation and any necessary easements shall be discussed. 2.5.4

Valerie Monastra, AICP

February 21, 2013

Page 2

It is noted that in response to Hurricane Sandy, FEMA has prepared Advisory Base Flood Elevation maps for the Village of Ossining, among other Towns/Villages in New York Counties. Any new data as it relates to modified flood plain elevations and required mitigation, as well as any potential impacts to the proposed stormwater conveyances as a result of the higher flood plain elevations, shall be discussed in the SEIS. 2.5.5

3. Section 2.5, Stormwater Management, continues to indicate that the 1-year, 24-hour storm event was used to determine the water quality volume (WQv). The SWPPP in Appendix 4.1, however, provides WQv calculations using the 90% design storm. These calculations should be corrected and made consistent with the text. 2.5.6

The above represents our comments based upon our review of the engineering-related sections of the SEIS. The potential impacts and modifications required to satisfy the above may require further review by this office.

As additional information becomes available, we will continue our review.

**Document Reviewed, prepared by VHB (Undated):**

- Supplemental Environmental Impact Statement (SEIS)

JMC/dc

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#4



## Metro-North Railroad

February 26, 2013

Valerie Monastra  
Village of Ossining  
Department of Planning  
P.O. Box 1166  
101 Route 9A  
Ossining, NY 10562

Re: Comments on the SEIS for Hidden Cove on the Hudson

Dear Ms. Monastra;

Please accept the following comments and attachments on behalf of Metro-North Railroad in response to the Supplemental Environmental Impact Statement (SEIS) prepared in connection with the Hidden Cove on The Hudson project. The comments reflect the review of Metro-North's Maintenance of Way and Capital Engineering Departments. Please note that the attached specification for *Controlled Blasting and Construction Management Specifications for Individuals & Companies (I&C) Working on or Adjacent Railroad Property* must be inserted into the developer's specifications wholly and unedited. Additionally, an Entry Permit is required under the attached *General Procedure for Access to Railroad Property*.

### Comments regarding Stormwater Analysis:

1. The site is located within the floodplain and it is noted that this project proposes filling in the floodplain. Given that this area is flood prone and, if the projected impacts from future sea level rise are accurate (potential sea level rise of almost 3', including up the Hudson River, and additional storm surge impacts), the filling of the floodplain may make it worse for surrounding properties, including Metro-North track beds. Given that this may become a safety issue for the railroad, we request that a further review of this issue be undertaken. 25.7
2. Looking at the storm water plans included in the *Stormwater Capacity Analysis* report, it is noted that Design Point #1 is located at the culvert going under the Metro-North tracks whereas in the *Stormwater Plan*, this same point is labeled as Design Point #5. This tends to get confusing when reviewing the various reports and should be clarified. 25.8
3. Assuming that the culvert crossing under the Metro-North tracks is DP-#5 (per the *Stormwater Plan*), and given that this culvert is subject to Hudson River tidal impacts and as such may be impacted by future climate change impacts, such as sea level rise, has any analysis of the capacity of this culvert, especially during high tide conditions, been completed? The analysis should be completed with the "as is" condition of the culvert (not assuming a fully open and clean culvert), and should also assume worst case scenarios as far as sea level rise. 25.9

4. Looking at the post development map, it would appear that design point DP-#2 is at a point on the stream that eventually discharges through the culvert at DP-#5. If so, should the analysis of DP-#5 also include this additional runoff from DP-#2? 2.5.10
5. The stream that runs along the north side of the property that eventually discharges under the Metro-North tracks at DP-#5 is full of debris. As this may hinder the ability of the stream to convey flow, it should be cleaned of debris. 2.5.11

Thank you for providing Metro-North with the opportunity to comment. Should further correspondence be necessary regarding Metro-North's stormwater comments, please contact Doug Schroeder, Metro-North Senior Engineer – Hydrology at 845-905-3842 and for further information regarding the Entry Permit process or the blasting issues, please contact Metro-North Assistant Director-Capital Engineering, John P. LaFond at 914-461-0442 or Senior Construction Engineer, Richard Ramkeesoon at 914-461-0443.

Sincerely,

Karen L. Timko, Esq.  
Director-Environmental Compliance and Services

CC: J. LaFond  
R. Ramkeesoon  
D. Schroeder





# Metro-North Railroad

Attached is the General Procedure for Access to Railroad Property (pages 2 to 4) and Metro-North's specifications for Individuals and Companies working on or adjacent to railroad property (pages 5 to 16, Sections A and B).

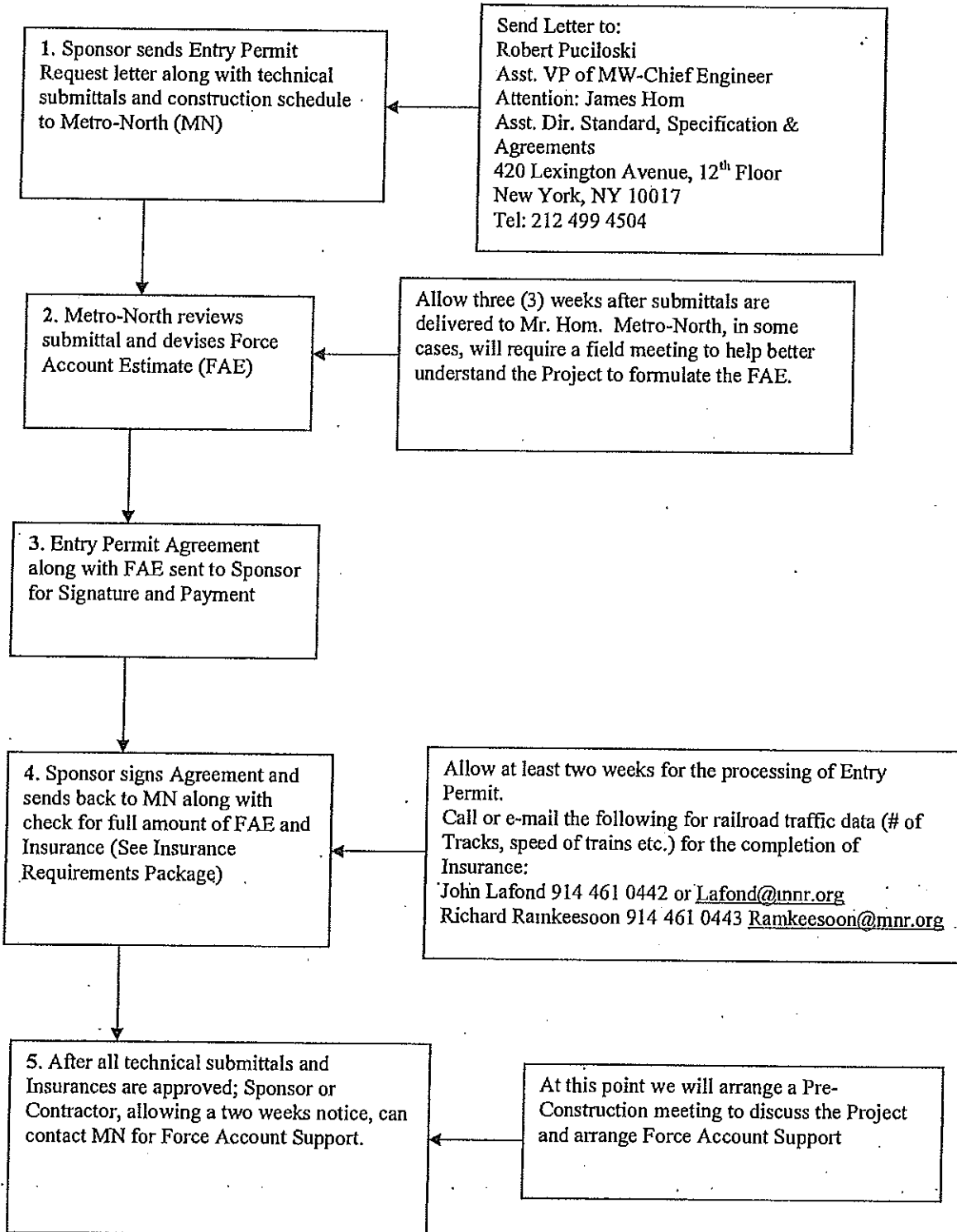
Section A, of the specifications entails the Sponsor's requirements for work affecting the railroad (pages 5 to 10). This section contains two drawings SK-1, Sheet Piling Adjacent to tracks as shown in Appendix A and drawing SK-2, Lateral Pressure due to Strip Load as shown in Appendix B.

Section B, of the specifications entails the requirements for erection, demolition and other rigging operations over or adjacent to Metro-North's right-of-way (page 11 - 12).



# Metro-North Railroad

## Entry Permit Process Summarized



## GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY

All outside parties who need to perform construction or maintenance on or adjacent to Metro-North Railroad property must comply with the following:

### **1. Permit Application:**

Parties requiring an entry permit shall submit a written request to the Chief Maintenance of Way Officer defining the location, scope of work and duration of activities on or adjacent to Railroad facilities.

Address the letter to:

Robert Puciloski  
Asst. VP of MW-Chief Engineer  
Attention: James Hom  
Asst. Dir. Standards, Specifications & Agreements  
MTA Metro-North Railroad  
420 Lexington Avenue, 12<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4504  
hom@mnr.org

Execute and return the Entry Permit provided by Metro-North to the Chief Maintenance of Way Officer. Applicant shall obtain confirmation of receipt from the Chief Maintenance of Way Officer.

### **2. Insurance:**

Furnish proof of insurance in a form acceptable to and approved by the Director of MTA Risk and Insurance Management no less than 20 working days prior to the intended start of work (see Insurance Specifications, attached separately) to:

Robert Puciloski  
Asst. VP of MW-Chief Engineer  
Attention: James Hom  
Asst. Dir. Standards, Specifications & Agreements  
MTA Metro-North Railroad  
420 Lexington Avenue, 12<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4504  
hom@mnr.org

Applicant shall obtain confirmation of receipt and approval of the insurance certificate from the Director of MTA Risk and Insurance Management.

### **3. Payment:**

Upon review of the scope of work provided with the permit application, Metro-North will prepare an estimate of the cost of providing Railroad Protective Personnel and all other expenses related to the project. Supply payment, in full, of Metro-North's estimated cost of Railroad Force Account Services no less than 20 working days prior to the intended start of work. Obtain confirmation of receipt by James Hom. Since the payment is based on an estimated cost, unexpended funds if any, will be subject to reimbursement. On the contrary, should the actual work exceed the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services. Make Check Payable to MTA Metro-North Railroad

**4. Technical Submittals:**

Supply construction shop drawings, calculations and supporting documentation in accordance with the attached "Construction Management I & C Specifications". Address them to and receive confirmation of receipt by:

Robert Puciloski  
Asst. VP of MW-Chief Engineer  
Attention: James Hom  
Asst. Dir. Standards, Specifications & Agreements  
MTA Metro-North Railroad  
420 Lexington Avenue, 12<sup>th</sup> Floor  
New York, NY 10017  
Tel: (212) 499-4504  
hom@mnr.org

Once Metro-North has received all submittals plus all supporting documents allow 15 working days from date of receipt for Metro-North's review of the submittals prior to requesting a conference to schedule that activity.

When the above requirements have been satisfied, contact the Assistant Director of Construction Management no less than 15 working days prior to the start of work to schedule a pre-construction conference at (212) 499-4462. When all is in order, the Construction Management Department will schedule Railroad coordination and support services. (See Sections A and B of "Construction Management I & C Specifications"). No work will commence until the applicant receives permission from the designated Railroad Representative at the site to proceed with the work.

(Rev 6/10/09)



# **Metro-North Railroad**

**CONSTRUCTION MANAGEMENT SPECIFICATIONS  
FOR  
INDIVIDUALS & COMPANIES (I & C)  
WORKING ON OR ADJACENT  
RAILROAD PROPERTY**

## SECTION A

### SPONSOR REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

#### Introduction:

Metro-North is a commuter Railroad serving New York and Connecticut areas North of Manhattan. Construction and Maintenance activities shall not interfere with the safe and scheduled movement or operation of the trains. No construction activities will occur during Operating hours unless allowed by the Field Inspector. There are conditions unique to this operating railroad environment which Metro-North must consider when planning construction activities. Among these are: high voltage third rail and power transmission systems, high speed and silent trains that require long braking distances, buried signal control and communication systems and many more. Metro-North must have absolute cooperation of any sponsor planning construction activities that could interfere with train operations.

The sponsor is the agency or party who has a formal agreement with Metro-North to perform construction or maintenance around the railroad. The sponsor of the project is ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "sponsor" used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc.

The sponsor shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for it. He shall not perform any activities around the Railroad until he has executed a formal agreement and complied with Metro-North requirements.

#### Fouling:

An operating track will be considered fouled when, in the sole opinion of Metro-North, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on Metro-North right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, Metro-North utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of Metro-North, the sponsor's operation could damage or interfere with these utility lines.

#### Track Use:

Metro-North will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities that can only be performed at times when Metro-North can schedule this track use. **In general, Metro-North can de-activate single tracks at night between the hours of 2:30AM and 5:00AM.** Construction activities that require de-activating all tracks of a main line system must be performed on weekend nights at times specified by Metro-North. Requests for additional "track use" will be evaluated subject to operating and maintenance priorities. Requests to de-activate track(s) and/or high voltage power systems must be received in writing, faxed to 914 461 0688 and acknowledged by phone to the assigned Metro-North Inspector no less than 14 days prior to the scheduled activity. Metro-North will only consider requests for "track time" to facilitate construction activities that have been approved by the Construction Management I & C Department.

**Protective Personnel:**

Metro-North will furnish flagmen, inspectors, maintenance personnel and similar labor (protective personnel) as required by Metro-North to protect the operation of train traffic during the sponsor's construction activities. The sponsor must obey the instructions from Metro-North flagmen or other representatives on the job site promptly. Failure to follow instructions from Metro-North personnel on the site will lead to withdrawal of Metro-North's entry permit, thus closing the job site to the sponsor and its employees. Metro-North will, at its sole discretion, determine the need for and the availability of protective support personnel. The sponsor must notify in writing, faxed to 914 461 0688 and acknowledged by phone to the assigned Metro-North inspector no less than 14 calendar days in advance of undertaking an approved construction activity that may require protective personnel. If the sponsor notifies Metro-North less than 14 days in advance, Metro-North may be unable to supply protective personnel and/or Metro-North may incur additional costs in accordance with existing collective bargaining agreements in order to fulfill a request. The cost of protective personnel and any additional penalty costs incurred by Metro-North due to late notification shall be borne by the sponsor. Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned Metro-North inspector no less than 96 hours (4 days) prior to the start of the scheduled construction activity. Any costs incurred by Metro-North due to late cancellation notice shall be borne by the sponsor.

Metro-North will provide protective forces to the extent possible considering operational and maintenance priorities. Metro-North makes no guarantee that protective personnel will be available to meet the sponsor's preferred schedule. Further, no such work may actually commence until the assigned Metro-North representative affirmatively advises the sponsor that the necessary protective forces are stationed and that he may proceed.

**MNR Representation:**

All matters requiring Metro-North approval or coordination of construction activities shall be directed to the following:

Assistant Director – Construction Management – I&C Department  
Metro-North Commuter Railroad Company  
525 North Broadway  
White Plains, NY 10603.  
914 4610442 or 914 461 0443  
**Lafond@mnr.org or Ramkeesoon@mnr.org**

**Preparation:**

The sponsor shall obtain written approval of design and construction methods from Metro-North. The sponsor shall submit detailed plans, appurtenant data and calculations prepared by a Professional Engineer licensed in the state where the work will be performed for any operation on or adjacent to Metro-North property prior to the start of work. Metro-North will evaluate the effect of this work on the operating Railroad. The plan shall locate and identify all utilities above and below ground at the work site. The sponsor shall make necessary plan revisions, schedule changes, additions, deletions, etc., at his/her own expense. The sponsor shall remove at his/her own expense any pipe, wire or structural facility installed without Metro-North approval or which deviates from the plan approved by Metro-North. Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearance shall be measured from "top of rail". Horizontal clearance shall be measured from the "centerline of track". The elevations shall reference an established survey benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – monthly, weekly or daily as determined by the Metro-North representative. Copies of the field notes must be delivered to Metro-North on the date the survey was performed.

The sponsor shall obtain appropriate soils/foundation data prepared by a licensed Professional Engineer. The licensed Professional must perform an analysis and supply recommendations wherever the project requires excavations, shoring, pipe jacking, borings, dewatering and temporary foundation supports, or any other subsurface construction activities.

Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – take pre and post construction photographs of the entire work site and track area, two sets of which will be delivered to Metro-North. The photographs shall be gloss prints 8 ins. by 10 inches in size or submitted on disc with photos in jpg format. They shall also be labeled on their reverse sides. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of sponsor, date and direction photograph was taken. Each photograph shall also be numbered for identification.

#### **Submittals:**

All submittals requiring review and approval by Metro-North shall first be reviewed by the sponsor's designated Consulting Engineer and then submitted to Metro-North to complete the review and approval process. Submittals shall be stamped or written as "Approved", "Approved As Noted", "Revise and Resubmit", or "Rejected" by the sponsor's designated consulting engineer at the conclusion of the review prior to its submission to Metro-North.

#### **Environmental Controls:**

The sponsor shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. He shall submit a plan and procedure prepared by a Professional Engineer licensed in the state where the work will be performed for handling and disposal of regulated materials. De-watering operations shall comply with applicable regulatory controls and shall be subject to Metro-North review and approval. The sponsor shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with Metro-North Procedure 50-601, Item "O", Environmental Controls. The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos-containing material or asbestos-contaminated materials, lead paint materials, polychlorinated biphenols (PCB's) and other environmentally regulated substances and materials in the possession of sponsor or his subcontractors.

#### **Drainage/Wetlands/Storm Water Protection:**

Metro-North is a non-traditional Municipal Separate Storm Sewer System (MS4). The sponsor must submit a Storm Water Pollution Prevention Plan (SWP3) for their project if it will result in the disturbance of surface areas and/or the creation of new impervious surfaces. The SWP3 must include temporary sedimentation and erosion control measures (both a narrative description of the measures and a site diagram), as well as appropriate post-construction storm water protection measures (narrative description and design drawing) if the project will result in any new impervious area. The sponsor will be responsible for inspection and maintenance of sedimentation and erosion control measures during construction, and responsible for payment to Metro-North for any ongoing maintenance required for post-construction storm water protection measures.

The sponsor will be responsible for identifying and delineating any and all wetlands in the area covered by the Entry Permit and/or in any area which could be impacted by the sponsor's project. The sponsor will be responsible for obtaining any permits required solely in their name as permittee. The sponsor shall promptly provide Metro-North with copies of all identification/delineation documents and reports as well as permit applications and permits in both draft and final form.



The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims that result from a failure to implement or maintain adequate storm water protection measures or a failure to obtain or comply with necessary regulatory permits.

Contractor must protect ballast and keep free from soil, concrete, slurry and other contaminants. Contractor must supply a method for the protection of the ballast. The Contractor/Sponsor is financially responsible for the replacement of contaminated ballast. The replacement of the ballast is performed by Metro-North's Track & Structures Department.

#### **Security:**

The sponsor shall adhere to Metro-North security practices. He shall identify all sponsor/subcontractor personnel who have reason to enter a designated security area of Metro-North property. He shall supply a listing of the names of all personnel who have reason to enter Metro-North property. The list shall be updated on a daily basis.

When working in Grand Central Terminal (GCT) the Sponsor shall submit a list of all the personnel working at the site to the Stations Master's Office (SMO) at the beginning of the shift. The list must include work location, date and work period. At the end of every work shift the competent person on site must notify the SMO that work has ended and everyone has left the work site.

#### **Safety:**

Metro-North conducts a mandatory safety orientation class for all sponsor personnel who enter upon or works adjacent to Metro-North's property. Seven (7) working days advance notice is necessary for class scheduling. Sponsor personnel must present proof of completion of this orientation before entering the property. Sponsor personnel who fail to carry proof of training shall be removed from the property.

The sponsor shall comply with the requirements of all applicable Federal, State, Local and Metro-North jurisdictions to provide a suitable work environment for workmen and for the general public. Sponsor shall prepare and submit a comprehensive Safety Plan which will: Designate a company Representative(s) who will prepare and implement a program of compliance. The Sponsor must supply personal protective equipment for all workmen employed by the sponsor or his contractors and enforce use of this equipment by contract personnel.

The sponsor shall supply Material Safety Data sheets for construction or maintenance materials that pose a safety, fire, health or other hazard to Metro-North.

#### **Protective Enclosures:**

The sponsor will not store materials or equipment upon the Railroad right-of-way without first obtaining written permission and approval of Metro-North. The sponsor shall secure construction materials and equipment that could be used by vandals to obstruct Railroad operations in a vandal-proof enclosure. The sponsor shall be responsible to protect the work site with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site. Fences at a minimum shall be 12-gauge chain link, eight (8) feet in height. Vehicular barriers shall comply with "AASHTO" Standard for design and fastening to structures.

#### **English Language:**

The sponsor must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other Metro-North representative to the sponsor's personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any sponsor employees are on or about the Metro-North right-of-way.

#### **Blasting:**

Is prohibited on Metro-North's property. Metro-North shall determine if any blasting in the vicinity of the railroad will affect its operations. The sponsor shall submit to Metro-North for approval, plans and specifications of any proposed controlled blasting activities that could affect railroad operations.

### **Hi-Rail Equipment:**

Highway-rail mounted equipment and "work trains" are generally prohibited from use by non-Railroad agencies on Metro-North mainline tracks.

### **Temporary Structures:**

Shall be necessary at the sole discretion of Metro-North to protect the Railroad or the general public from possible falling debris, paint or other materials, to protect personnel working above the right-of-way, to provide a platform for personnel, materials, and/or equipment and to provide a walkway for the general public. Temporary structures intended as walkways for the general public shall comply with the "New York State Building Code" Specifications and the Americans with Disabilities Act of 1991.

Temporary Stairways or pedestrian walkways must be fully enclosed to protect from precipitation.

A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 lbs. per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to Metro-North for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Impact loads or rigging that exceed the capacity of the scaffold shall be subject to the conditions of Section B "Rigging". Wood for protective scaffolding must be fire-retardant. The sponsor must supply Metro-North with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire-retardant specification for exterior application 30-minute duration. Plans and calculations for temporary structures must be submitted to Metro-North for review and approval prior to construction. Further, plans and calculations must be prepared and stamped by a Professional Engineer licensed in the state in which the project is located.

### **Shoring:**

All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer (licensed in the state in which the project is located) and shall be accompanied by complete design computations with supporting soils and groundwater information when submitted for approval.

Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the top of tie and extending out in this plane a distance of 10 feet, then downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 as defined in the "AREMA Manual Section 1-3" or other loading magnitude as may be directed by Metro-North. (See drawing "SK - 1", APPENDIX A).

Interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable in this area. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by Metro-North. Consideration for use of soldier piling and lagging will be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.

Lateral forces acting on the sheeting shall be computed as follows:

The active earth pressure due to the weight of the soil shall be computed by the Rankine Theory.

The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8' - 6"). The vertical surcharge,  $q$  (psf), caused by each axle weight divided by the tie length and the axle spacing (5' - 0"). For an E-80 loading:

$$q = 80,000 \text{ lbs.} / (8.5' \times 5') = 1882 \text{ psf.}$$

The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is  $P_h$  and can be calculated by the following:

$$P_h = (2q / \pi) ( \beta - \sin \beta \cos 2\alpha )$$

(See drawing "SK - 2", APPENDIX B).

The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREMA Chapter 15, Parts 1 and 2. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations.

Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof tested".

Cavities adjacent to the sheet piling, created by the driving of the sheet piling, shall be filled with 1½-inch stone ballast. Any disturbed ballast must be restored and tamped immediately. This task is performed by Metro-North's Track & Structures department the cost of which is borne by the sponsor.

Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling shall be cut off eighteen (18) inches below the existing ground line and left in place.

Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall maintain a compacted stone ballast shoulder level with the top of tie for at least two (2) feet from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal. Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by Metro-North. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within twenty (20) feet of the centerline.

Under the direction of a Metro-North representative (Engineer or Inspector) the sponsor shall -- at no cost to the railroad- perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearances shall be measured from Top of Rail. Horizontal clearances shall be measured from the Center Line of Track. The elevations shall reference an established benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis -- daily or weekly, monthly or as determined by the Metro-North Representative. Copies of the filed notes must be delivered to Metro-north on the date the survey was performed.

Final backfilling of the excavation shall be as required by Metro-North .

## SECTION B

### REQUIREMENT FOR ERECTION, DEMOLITION, AND OTHER RIGGING OPERATIONS OVER OR ADJACENT TO METRO-NORTH RIGHT-OF-WAY

The sponsor must furnish scaled plans with supporting calculations in order to obtain written approval prior to the start of any rigging operation over or adjacent to the Metro-North right-of-way. Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery and disposal locations.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Indicate Crane and boom nomenclature.
3. Plans and computations showing weight of picks. Include catalog with weight of equipment to be lifted and manufacturer's shipping weights.
4. Show in a table format on the plan a "Crane Lifting Schedule" of each crane pick as shown below:

CRANE LIFTING SCHEDULE								
Piece No.	Piece Weight kips	Rigging Weight kips	Block Weight kips	Maximum Weight kips	Maximum Radius feet	Boom Length feet	Crane Capacity kips	Safety Factor 150 %
1	X	X	X	X	Y	Y	X	Z

5. Computations and plans demonstrating that MNR's train shed structure can bear load of crane with equipment load.
6. Computations and plans demonstrating that soils or foundations for equipment and temporary structures are adequate and able to protect subsurface utilities and structures.
7. Check condition of steel in trainshed (Grand Central Terminal) to ascertain whether steel needs to be blocked or posted.
8. Plans and calculations showing locations and structural adequacy of mats, barges, embankments, supporting structures, planking, or special decking as required by Metro-North.
9. Location profiles indicating the proposed swing in relation to obstructions such as overhead wires and structures.
10. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the lift.
11. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.

12. Plans detailing temporary support of any components or intermediate stages.
13. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.
14. Written statement from crane owner of last crane safety inspection with a copy of current inspection certificate.
15. Mark the exact crane location in the field at least two working days prior to the intended operation. Also, certify the stability of the foundation for crane outriggers and supports.
16. Conduct survey/mark out of streets or yards (North of 97<sup>th</sup> street) to determine whether manholes or duct banks can bear outrigger loads.

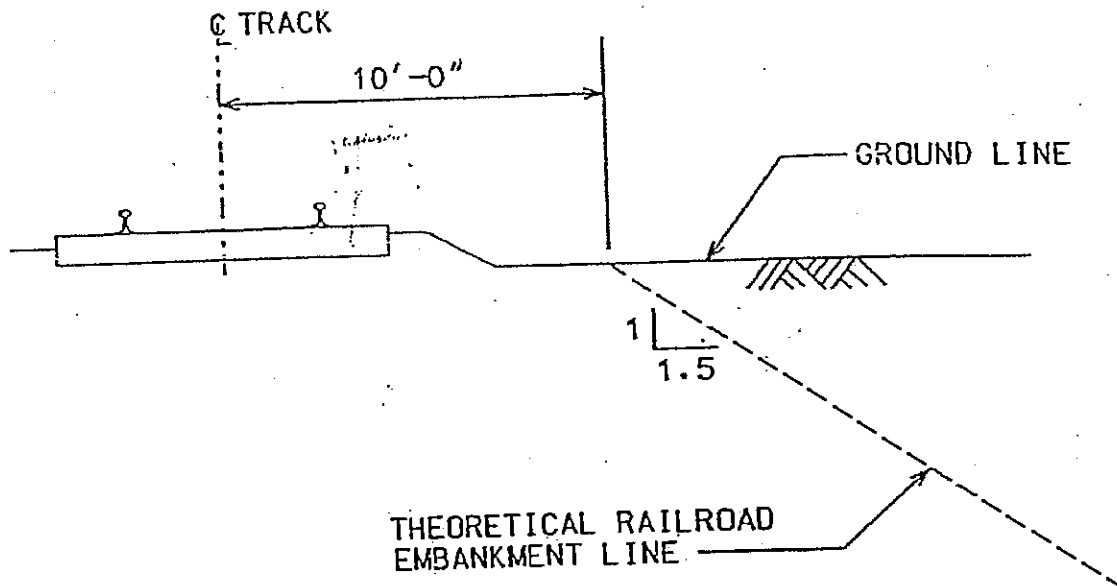
In general, unless otherwise directed by Metro-North, operations directly over or adjacent to the operating right-of-way which fouls the operating area, or which in the event of a failure could fall across the operating area will be performed between approximately 2:30 AM and 5:00 AM.

Operations involving a track and power outage across all tracks may be performed at times specified by Metro-North.

Any deviation from this plan must be reviewed and approved by the sponsor's engineer prior to resubmission to the Metro-North Engineer for review and approval prior to the date that the work will be scheduled.

## APPENDIX A

DWG. SK - 1  
(2/18/00)



REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

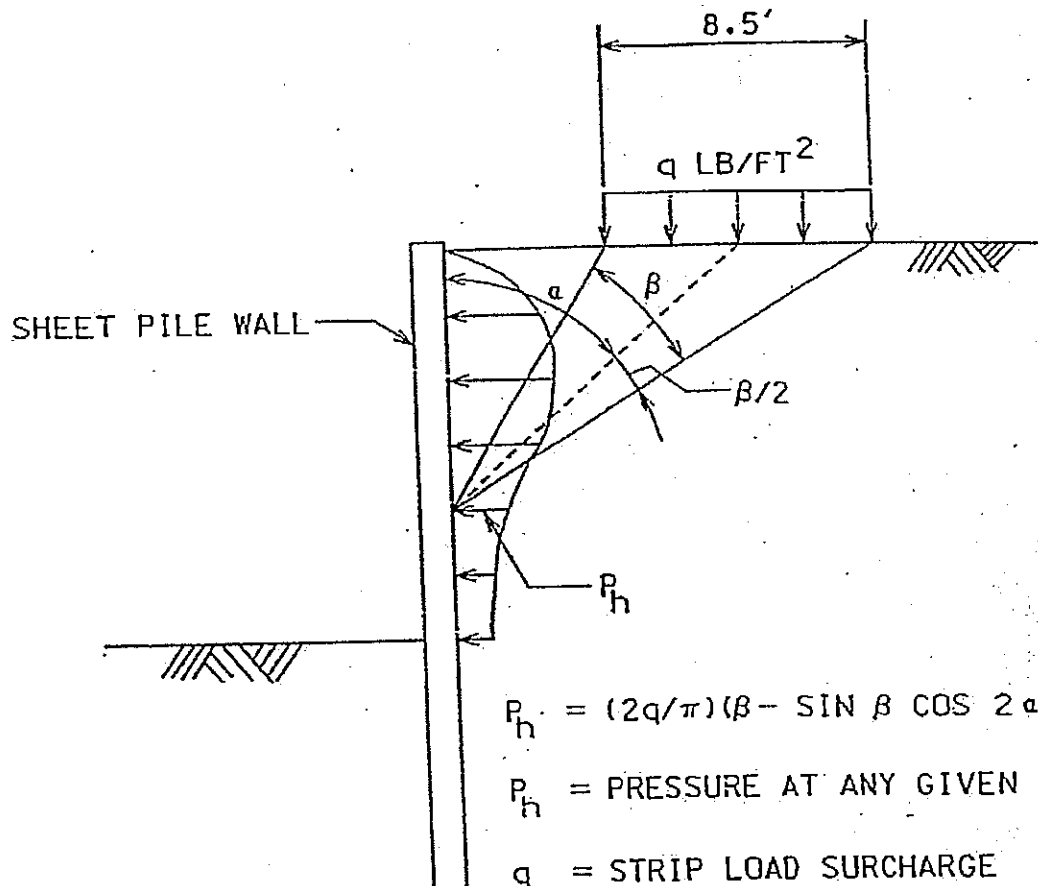
1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.
2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.
3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING. THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

## APPENDIX B



DWG. SK - 2  
(2/18/00)

# LATERAL PRESSURE DIAGRAM



$$P_h = (2q/\pi)(\beta - \sin \beta \cos 2\alpha)$$

$P_h$  = PRESSURE AT ANY GIVEN POINT

$q$  = STRIP LOAD SURCHARGE

$\alpha$  = ANGLE IN DEGREES

$\beta$  = ANGLE IN RADIANS

LATERAL PRESSURE DUE TO STRIP LOAD

- ☐ Capital Contract  
☐ Operating Contract  
☐ Entry Permit or Film



# Metro-North Railroad CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:		AGREEMENT or CONTRACT NAME/DESCRIPTION:	
INSURANCE PRODUCER:		CERTIFICATE ISSUANCE DATE:	DATE RECEIVED BY MTA RIM:
ADDRESS:			
PHONE #:		MTA REFERENCE #:	
INSURED:  ADDRESS:  PHONE #:	CO LTR	COMPANIES AFFORDING COVERAGE	
	A		
	B		
	C		
	D		
	E		
	F		
CERTIFICATE HOLDER:	Metro-North Railroad/MTA Attention: Risk & Insurance Management	G	
ADDRESS:	2 Broadway 21 <sup>st</sup> Floor New York, NY 10004		
PHONE#:	(646) 252-1430		

## COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Underground Expl. & Collapse Hazard <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Fifty Foot Exclusion Voided <input type="checkbox"/> Personal & Advertising Injury <input type="checkbox"/> SIR/Deductible \$ _____				BI & PD COMBINED OCCURRENCE	\$	
					GENERAL AGGREGATE	\$	
					PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$	
					OTHER	\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				BODILY INJURY (Per Occurrence)	\$	
					PROPERTY DAMAGE (Per Occurrence)	\$	
					BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident)	\$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				AUTO ONLY EACH ACCIDENT	\$	
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> SIR/Deductible \$ _____				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "All States" Coverage				<input type="checkbox"/> STATUTORY LIMITS		
					EMPLOYER'S LIABILITY	\$	
	<b>BUILDER'S RISK</b>				CONTRACT VALUE OF \$		
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Includes Pollution Liability <input type="checkbox"/> Deductible \$ _____					\$	
	OTHER: _____					\$	
	OTHER: _____					\$	
	OTHER: _____					\$	

RAILROAD PROTECTIVE LIABILITY INSURANCE IS NOT ACCEPTED ON CERTIFICATE OF INSURANCE FORMS:  
 PROVIDE DETAIL ED BINDER AND/OR POLICY

**LIABILITY COVERAGES:**

ADDITIONAL INSUREDS (See Note 3) Check all that apply ☒  
 Coverage: Commercial Liability, Garage Liability, Excess/Umbrella Liability  
 Contractor's Pollution Liability, Pollution Legal Liability, etc.

For all MNR

- ☐ Metro-North Commuter Railroad Company
- ☐ Metropolitan Transportation Authority, including its subsidiaries and affiliates.
- ☐ Connecticut Department of Transportation (CDOT)
- ☐ The State of Connecticut
- ☐ Midtown Trackage Ventures LLC
- ☐ Midtown TDR Ventures LLC
- ☐ National Railroad Passenger Corp. (Amtrak)
- ☐ NJ Transit Rail Operations Inc.
- ☐ New Jersey Transit Corporation
- ☐ CSX Transportation Inc. & New York Central Lines LLC
- ☐ Delaware & Hudson Railway Company, Inc
- ☐ Norfolk Southern Railway Company & Pennsylvania Lines LLC
- ☐ Housatonic Railroad Company
- ☐ Providence & Worcester Railroad Company
- ☐ Danbury Terminal Railroad Co.
- ☐ Maybrook Railroad Company
- ☐ Other: \_\_\_\_\_

**PROPERTY COVERAGES:**

(See Note 3) Check all that apply ☒

- ☐ NAMED INSUREDS  
Coverage: Property, etc.
- ☐ ADDITIONAL NAMED INSUREDS/LOSS PAYEES  
Builder's Risk, etc.
- ☐ LOSS PAYEES  
Coverage: Crime Insurance, Valuable Papers
- ☐ Metro-North Commuter Railroad Company
- ☐ Metropolitan Transportation Authority, including its subsidiaries and affiliates.
- ☐ Connecticut Department of Transportation (CDOT)
- ☐ The State of Connecticut
- ☐ Midtown Trackage Ventures LLC
- ☐ Midtown TDR Ventures LLC
- ☐ National Railroad Passenger Corp. (Amtrak)
- ☐ NJ Transit Rail Operations Inc.
- ☐ New Jersey Transit Corporation
- ☐ CSX Transportation Inc. & New York Central Lines LLC
- ☐ Delaware & Hudson Railway Company, Inc
- ☐ Norfolk Southern Railway Company & Pennsylvania Lines LLC
- ☐ Housatonic Railroad Company
- ☐ Providence & Worcester Railroad Company
- ☐ Danbury Terminal Railroad Co.
- ☐ Maybrook Railroad Company
- ☐ Other: \_\_\_\_\_

- NOTE 1:** The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by the Metro-North; and that coverage is afforded for the Insured's obligations under that provision of the contract/agreement providing for indemnification of the Indemnified Parties, including the Metro-North, named therein. When applicable, any exclusion applying to construction or demolition operations on or within fifty (50) feet of a railroad (stations, yards, tracks, etc.) has been voided; and any employer liability exclusion which may otherwise operate to exclude claims for bodily injury asserted by an employee of an additional insured shall be voided.
- NOTE 2:** The subscribing company(s) agrees that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been sent to the following address: Metro-North Railroad/MTA c/o MTA Risk and Insurance Management Department, 2 Broadway, 21<sup>st</sup> Floor New York, NY 10004.
- NOTE 3:** All references to Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.
- NOTE 4:** This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the named insured. It is understood and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the name insured.

AUTHORIZED INSURER/PRODUCER \_\_\_\_\_

BY \_\_\_\_\_

(signature of authorized Insurer/Producer)

TITLE \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) s.s.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance.

\_\_\_\_\_  
 (Notary Public)

# **STOP!**

***STOP THE DELAY AND FAST TRACK THE INSURANCE REVIEW PROCESS BY FOLLOWING THESE INSTRUCTIONS CAREFULLY:***

- 1. FORWARD THIS SECTION TO YOUR INSURANCE BROKER FOR REVIEW AND HANDLING OF THE REQUIRED INSURANCE.**
- 2. THE COMPLETED INSURANCE SUBMISSION SHOULD INCLUDE:**
  - A. A METRO-NORTH RAILROAD CERTIFICATE OF INSURANCE, SIGNED AND NOTARIZED WITH ENTRY PERMIT NUMBER AND WORK LOCATION DISPLAYED. (SEE ATTACHED FORM)
  - B. ADDITIONAL INSURED ENDORSEMENT (CG 20 26 07 04) OR EQUIVALENT MUST BE ATTACHED. INDEMNIFIED PARTIES WILL VARY BASED UPON LOCATION. (REFER TO ATTACHED TABLE OF ADDITIONAL/NAMED INSUREDS).
  - C. RAILROAD PROTECTIVE LIABILITY (RRPL) MUST BE PRESENTED ON A BINDER NOT A CERTIFICATE AND MUST INCLUDE THE FOLLOWING INFORMATION:
    - 1) NAMED INSUREDS: INDEMNIFIED PARTIES WILL VARY BASED UPON LOCATION. (REFER TO ATTACHED TABLE OF ADDITIONAL/NAMED INSUREDS).
    - 2) PROJECT DESCRIPTION AND LOCATION
    - 3) CONTRACTOR NAME AND ADDRESS
- 3. RETURN INSURANCE WITH EXECUTED AGREEMENT TO:**

**James Hom c/o Metro North Railroad  
420 Lexington Avenue, 12<sup>th</sup> Floor  
New York NY 10017**

**BASIC INSURANCE GUIDELINES FOR  
METRO NORTH RAILROAD (MNRR)  
ENTRY PERMITS**

Policies must be written by Carriers rated A-/VII or better to be acceptable to MNRR  
Read your agreement for specific insurance requirements.

---

In order to expedite the approval process, we recommend that you forward the insurance section from your agreement to your insurance representative for review and compliance of the coverages required. MTA Risk & Insurance Management must approve insurance prior to commencement of work.

**1. Metro North Agency Form must be used to provide evidence of insurance. The Certificate Must Include:**

- Agreement or Entry Permit Number;
- Any deductible, self-insured retention, sub-limit or aggregate limit;
- Insured's telephone number, contact person and e-mail address;
- Notarized signature of an Authorized Representative of the Insurance Carrier or Producer.
- The appropriate checked (✓) boxes for the Additional Insureds as applicable.

**2. Minimum Coverage: Refer to Your Agreement for Specific Insurance Requirements:**

**A. Workers' Compensation:**

- NY State Insurance Fund form is acceptable;
- If a company is domiciled in a state other than New York, coverage must be extended to include New York State;
- If your company is exempt from Workers' Compensation, supporting documentation from NYS or your company's accountant and or attorney is acceptable.

**B. General Liability:**

- Contractor's policies (and its subcontractor's policies, if applicable) shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the MNRR and must be exhausted before implicating any MNRR policy available. Any Umbrella/Excess Policy used to meet minimum contract requirements must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.

***Provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 version or equivalent. Endorsement (s) must include policy number(s) - Additional Insureds for your work location are listed in the table below.***

**C. Business Automobile Liability**

- Required if your vehicle enters Metro North property. The policy shall be extended to include employees of any insured acting in the scope of their employment.

**D. Railroad Protective Liability (RRPL)** An Original Policy is required. A detailed Insurance Binder (ACORD or Manuscript) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval. Named Insureds for your work location are listed in the table below

**Do Not Submit Evidence of RRPL on a Certificate of Insurance.**

**Binder must be provided for the RRPL to be replaced by a complete policy within 30 days:**

**The Binder Must Include:**

- Agreement or Entry Permit Number;
- Contractor Name and Address with contact information;
- List of Named Insureds (refer to table of Named Insureds);
- Description and Location of Project;
- Signature of an Authorized Representative of the Insurance Carrier or Producer.

**ALL COMPLETED INSURANCE DOCUMENTS DESCRIBED ABOVE MUST BE  
FORWARDED TO:**

James Hom c/o MNR  
420 Lexington Avenue, 12<sup>th</sup> Floor  
New York, NY 10017

Except that as otherwise provided in this Article and/or the Specifications, the Permittee and/or their Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, through the FINAL COMPLETION of contract, policies of insurance as herein below set forth, written by companies with an A.M. Best Company rating of A-/"VII" or better, and approved by the Metro-North Railroad/MTA and shall deliver evidence of such policies. These policies must: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless at least thirty (30) days prior written notice to the Metro-North Railroad/MTA c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21<sup>st</sup> floor, New York, NY 10004 and (iii) state or be endorsed to provide that the coverage afforded under the Permittee and/or their Contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Metro-North Railroad/MTA, and also that the Permittee and/or their Contractor's policies, primary and excess, must be exhausted before implicating any Metro-North Railroad/MTA policy available. (iv) In addition, the Permittee's and/or their Contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether the Permittee's and/or their Contractor's policies are primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available, the Permittee's and/or their Contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available. At least two (2) weeks prior to the expiration of the policies, the Permittee and/or their Contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Metro-North Railroad/MTA. The Permittee and/or their Contractor shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- A. **Workers' Compensation Insurance** (including Employer's Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the laws of the state in which the work is to be performed.
- B. **Commercial General Liability Insurance** (I.S.O. 2001 Form or equivalent approved by Metro-North Railroad) in the Permittee's and/or their Contractor's name with limits of liability in the amount of at least \$3,000,000 each occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Metro-North Railroad/MTA policy available.

Such policy should be written on an occurrence form, and shall include:

- Contractual coverage for liability assumed by the Permittee and/or their Contractor under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
- Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; and
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07 04 version or equivalent approved by the Metro-North Railroad) listing:
  - See Attached Additional Insured/Named Insured Table for the required Additional Insureds at Entry Permit/Work location.

C. **Business Automobile Liability Insurance** - (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Railroad). If vehicle enters Agency's property or is used as part of service provided, in the Permittee's and/or their Contractor's name with limits of liability in the amount of \$2,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.

- If the project involves transporting and/or disposing of any hazardous material or waste off of the jobsite, the Permittee and/or their Contractor or any subcontractor performing such work must add the MCS-90 to the automobile policy. The CA9948 endorsement is also required if transporting to a site outside of NYS. (Additional pollution liability insurances maybe required, which are identified in below paragraphs.
- The policy limits of liability must be increased to at least \$5,000,000 each occurrence pursuant to federal, state or local laws, rules and regulations, and
- Copies of the MCS-90 and CA9948 endorsements, if applicable, shall be provided for review as part of the insurance submission.

D. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form approved by the Metro-North Railroad), covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The following are the "Named Insureds" for this coverage:  
See Attached Additional Insured/Named Insured Chart for the required Named Insureds at Entry Permit/Work location.

- The limit of liability shall be at least \$2,000,000 each occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA).
- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name of the Permittee and/or their Contractor to perform the work, the name of the **Metro-North Railroad** for whom the work is being performed and the Contract description and number.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed **Insurance Binder (ACORD or Manuscript Form)** will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

**Environmental Coverages will be required ONLY when environmental exposures are part of the work.**

**E. Contractor's Pollution Liability** - In the case of a contract involving environmentally regulated substances or hazardous material exposure(s), the Permittee and/or their Contractor shall provide Contractor's Pollution Liability Insurance with respect to the work and activities of the Permittee and/or their Contractor or its Subcontractors, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall have limits of liability specifically written for this contract in the amount of at least \$5,000,000. The Permittee and/or their Contractor shall comply with all federal, state, and/or local laws, rules and regulations and shall obtain any additional coverages required by federal, state, or local government agencies. The Contractor's Pollution Liability Insurance shall be in effect from the time the Metro-North Railroad permits the work relating to the Hazardous Substances or other environmentally regulated substances and materials to begin through the completion of the work.

- i. This insurance shall name the following entities as additional insured's: Metro-North Railroad and the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates.
- ii. This insurance may be supplied by the Subcontractor performing the Work, if the Permittee and/or their Contractor is not performing any of the relevant Work and providing all applicable additional insureds are named.
- iii. The Permittee and/or their Contractor or its Sub-contractor performing the Work shall obtain all permits, licenses and other forms or documentation which are required and forward them to the Project Engineer. The insurance shall be submitted to MTA Risk and Insurance Management Department pursuant to requirements referenced in the Insurance Article.



- iv. In the event that the Permittee and/or their Contractor or its Subcontractors transports from the Site hazardous substances or any other environmentally regulated substance that requires a governmentally regulated manifest, the **MCS-90 Endorsements** shall be attached to the auto liability policy (the CA9948 is also required, if hauling outside of NYS). Both shall be furnished on a primary basis with limits of liability of at least \$5,000,000 per occurrence providing coverage for bodily injury or property damage including liability for environmental restoration resulting from negligence in the operation, maintenance or use of any motor vehicle involved in the transportation of hazardous substances or any other environmentally regulated substance as required pursuant to any federal, state or local laws, rules and regulations. **A copy of each endorsement, if applicable, shall be submitted for review as part of the insurance submission showing the \$5M limits.**
- v. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the work should be provided to the Metro-North Railroad.

**F. Pollution Legal Liability (Non-Owned Disposal Site Coverage)** - If the project activities include the disposal of waste or other hazardous substance from the work site, the Permittee and/or their Contractor shall maintain or cause to be maintained the following insurance:

- i. The Permittee and/or their Contractor shall provide a certificate of insurance to Metro-North Railroad listing the disposal facility as an insured location or
  - Alternatively, the Permittee and/or their Contractor may designate the disposal site, and provide a certificate of insurance from the disposal facility to the Metro-North Railroad.
- ii. The Metro-North Railroad and Metropolitan Transportation Authority are to be named as additional insureds on these policies with limits of liability of at least \$5,000,000 per occurrence
- iii. If coverage is not provided under a stand alone policy, but is included in the general liability policy, a Non-Owned Disposal Site endorsement must be referenced on the insurance certificate and a copy thereof submitted with the insurance.

The Permittee and/or their Contractor shall furnish evidence of all policies before any work is started to the Metro-North Railroad:

C/o MTA Risk & Insurance Management

Standards Enforcement & Claims Unit.

2 Broadway -- 21<sup>st</sup> Floor

New York, NY 10004

Certificates of Insurance may be supplied as evidence of such aforementioned policies required by this Article, except the Railroad Protective Liability Policy, designated as Policy D). **The Railroad Protective Liability Insurance Policy** must be provided in the form of the **Original Policy**. A

detailed Insurance Binder may be provided, **ACORD** or **Manuscript Form**, pending issuance of the Original Policy. **The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.** However, the Metro-North Railroad reserves the right to request copies of such policies herein described above. If requested by the Metro-North Railroad, the Permittee and/or their Contractor shall deliver to the Metro-North Railroad, within forty-five (45) days of the request, a copy of such policies, certified by the insurance carrier as being true and complete.

If a Certificate of Insurance is submitted, it must: (1) be provided on the Metro-North Railroad Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. The Permittee and/or their Contractor must provide a physical copy of the Additional Insured Endorsement ( I.S.O. Form CG 20 26 07 04 version or equivalent, as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

Nothing herein contained shall be deemed to limit the Permittee and/or their Contractor liability to the limits of liability, or coverage of the Policies above their renewals, or replacement.

If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Metro-North Railroad, the Metro-North Railroad shall have the options to: (i) direct the Permittee and/or their Contractor to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

## ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	HARLEM LINE
Wassaic	<p style="text-align: center;"> Metro-North Railroad (MNRR),  Metropolitan Transportation Authority (MTA)*,  Midtown TDR Ventures, LLC,  Midtown Trackage Ventures LLC,  State of Connecticut  CT Department of Transportation (CDOT),  CSX Transportation Inc. and New York Central Lines, LLC </p>
Tenmile River	
Dover Plains	
Harlem Valley-Wingdale	
Appalachian Trail	
Pawling	
Patterson	
Southeast	
Brewster	
Croton Falls	
Purdy's	
Goldens Bridge	
Katonah	
Bedford Hills	
Mount Kisco	
Chappaqua	
Pleasantville	
Hawthorne	
Mt. Pleasant	
Valhalla	
North White Plains	
White Plains	
Hartsdale	
Scarsdale	
Crestwood	
Tuckahoe	
Bronxville	
Fleetwood	
Mount Vernon West	
Wakefield	
Woodlawn	
Williams Bridge	
Botanical Garden	
Fordham	
Tremont	
Melrose	

\*Metropolitan Transportation Authority means the Metropolitan Transportation Authority including its subsidiaries and affiliates.

## ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	MANHATTAN
<u>Grand Central Terminal</u>	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)* Midtown TDR Ventures, LLC, & Midtown Trackage Ventures, LLC, The State of Connecticut and CT Department of Transportation (CDOT)
<u>Park Avenue Tunnel and Viaduct</u>	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)* Midtown TDR Ventures, LLC, & Midtown Trackage Ventures, LLC, The State of Connecticut and CT Department of Transportation (CDOT)
125 <sup>th</sup> Street Station and North to the Bronx	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)* Midtown TDR Ventures, LLC, & Midtown Trackage Ventures, LLC, The State of Connecticut and CT Department of Transportation (CDOT)

LOCATION/STATIONS	WEST-OF-HUDSON
<u>Port Jervis Line</u> Port Jervis Otisville Middletown Campbell Hall Salisbury Mills/Cornwall Harriman Tuxedo Sloatsburg Suffern	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)* New Jersey Transit Rail Operations, Inc (NJT), New Jersey Transit Corporation, Norfolk Southern Railway Company & Pennsylvania Lines LLC
Pascack Line Spring Valley Nanuet Pearl River	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)* New Jersey Transit Rail Operations, Inc (NJT), New Jersey Transit Corporation, Norfolk Southern Railway Company & Pennsylvania Lines LLC
Piermont Branch	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)* New Jersey Transit Rail Operations, Inc (NJT), New Jersey Transit Corporation, Norfolk Southern Railway Company & Pennsylvania Lines LLC

LOCATION/STATION	BEACON LINE (MAYBROOK)
Beacon Line (Maybrook)	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, Danbury Terminal Railroad Co Maybrook Railroad Co Housatonic Railroad Co.

## ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	HUDSON LINE
Poughkeepsie New Hamburg Beacon Breakneck Ridge Cold Spring Garrison Manitou Peekskill Cortlandt Croton-Harmon Ossining Scarborough Philipse Manor Tarrytown Irvington Ardsley-on-Hudson Dobbs Ferry Hastings-on-Hudson Greystone Glenwood Yonkers Ludlow Riverdale Spuyten Duyvil Marble Hill University Heights Morris Heights Yankee Stadium	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, Midtown TDR Ventures, LLC Midtown Trackage Ventures LLC, State of Connecticut CT Department of Transportation (CDOT), National Railroad Passenger Corp (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, Delaware & Hudson Railway Company Inc. (D&H).

LOCATION/STATION	NEW YORK - NEW HAVEN LINE
Port Chester Rye Harrison Mamaroneck Larchmont New Rochelle Pelham Mt. Vernon East Fordham	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, State of Connecticut and CT Department of Transportation (CDOT) National Railroad Passenger Corporation (AMTRAK), CSX Transportation, Inc. & New York Central Lines LLC, Providence & Worcester Railroad Company (P&W)

## ADDITIONAL INSURED/NAMED INSURED TABLE

LOCATION/STATION	CONNECTICUT – NEW HAVEN LINE AND BRANCHS
<u><b>NEW HAVEN LINE</b></u> New Haven-State Street New Haven Milford Stratford Bridgeport Fairfield Southport Green's Farms Westport East Norwalk South Norwalk Rowayton Darien Norton Heights Stamford Old Greenwich Riverside Cos Cob Greenwich	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, State of Connecticut and CT Department of Transportation (CDOT), National Railroad Passenger Corporation (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, Providence & Worcester Railroad Company (P&W) Housatonic Railway.
<u><b>New Canaan Branch</b></u> New Canaan Talmadge Hill Springdale Glenbrook	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, State of Connecticut and CT Department of Transportation (CDOT) Providence & Worcester Railroad Company (P&W)
<u><b>Danbury Branch</b></u> Danbury Bethel Redding Branchville Cannondale Wilton Merritt 7	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, State of Connecticut and CT Department of Transportation (CDOT) Providence & Worcester Railroad Company (P&W)
<u><b>Waterbury Branch</b></u> Waterbury Naugatuck Beacon Falls Seymour Ansonia Derby Shelton	Metro-North Railroad (MNRR), Metropolitan Transportation Authority (MTA)*, State of Connecticut and CT Department of Transportation (CDOT), Providence & Worcester Railroad Company (P&W)

## STATION LISTING WITH LINE

Ansonia	Waterbury
Appalachian Trail	Harlem Line
Ardsley-on-Hudson	Hudson Line
Beacon	Hudson Line
Beacon Falls	Waterbury
Beacon Line	Beacon Line
Bedford Hills	Harlem Line
Botanical Garden	Harlem Line
Branchville	Danbury
Breakneck Ridge	Hudson Line
Brewster	Harlem Line
Bridgeport	New Haven
Bronxville	Harlem Line
Campbell Hall	Port Jervis Line
Cannondale	Danbury
Chappaqua	Harlem Line
Cold Spring	Hudson Line
Cortlandt	Hudson Line
Cos Cob	New Haven
Crestwood	Harlem Line
Croton Falls	Harlem Line
Croton-Harmon	Hudson Line
Danbury Bethel	Danbury
Darien	New Haven
Derby Shelton	Waterbury
Dobbs Ferry	Hudson Line
Dover Plains	Harlem Line
East Norwalk	New Haven
Fairfield	New Haven
Fleetwood	Harlem Line
Fordham	Harlem Line
Garrison	Hudson Line
Glenbrook	New Canaan
Glenwood	Hudson Line
Goldens Bridge	Harlem Line
Grand Central Terminal	Manhattan
Green's Farms	New Haven
Greenwich	New Haven
Greystone	Hudson Line
Harlem Valley-Wingdale	Harlem Line
Harlem-125 <sup>th</sup> Street	Manhattan
Harriman	Port Jervis Line
Harrison	New Haven - NY

# STATION LISTING WITH LINE

Hartsdale	Harlem Line
Hastings-on-Hudson	Hudson Line
Hawthorne	Harlem Line
Irvington	Hudson Line
Katonah	Harlem Line
Larchmont	New Haven - NY
Ludlow	Hudson Line
Mamaroneck	New Haven - NY
Manitou	Hudson Line
Marble Hill	Hudson Line
Melrose	Harlem Line
Merritt 7	Danbury
Middletown	Port Jervis Line
Milford	New Haven
Morris Heights	Hudson Line
Mount Kisco	Harlem Line
Mount Vernon West	Harlem Line
Mt. Pleasant	Harlem Line
Mt. Vernon East	New Haven - NY
Nanuet	Pascack Line
Naugatuck	Waterbury
New Canaan	New Canaan
New Hamburg	Hudson Line
New Haven	New Haven
New Haven-State Street	New Haven
New Rochelle	New Haven - NY
North White Plains	Harlem Line
Norton Heights	New Haven
Old Greenwich	New Haven
Ossining	Hudson Line
Otisville	Port Jervis Line
Park Avenue Viaduct & Tunnel	Manhattan
Patterson	Harlem Line
Pawling	Harlem Line
Pearl River	Pascack Line
Peekskill	Hudson Line
Pelham	New Haven - NY
Philipse Manor	Hudson Line
Piermont Branch	Piermont Branch
Pleasantville	Harlem Line
Port Chester	New Haven - NY
Port Jervis	Port Jervis Line
Poughkeepsie	Hudson Line
Purdy's	Harlem Line



# STATION LISTING WITH LINE

Redding	Danbury
Riverdale	Hudson Line
Riverside	New Haven
Rowayton	New Haven
Rye	New Haven - NY
Salisbury Mills/Cornwall	Port Jervis Line
Scarborough	Hudson Line
Scarsdale	Harlem Line
Seymour	Waterbury
Sloatsburg	Port Jervis Line
South Norwalk	New Haven
Southeast	Harlem Line
Southport	New Haven
Spring Valley	Pascack Line
Springdale	New Canaan
Spuyten Duyvil	Hudson Line
Stamford	New Haven
Stratford	New Haven
Suffern	Port Jervis Line
Talmadge Hill	New Canaan
Tarrytown	Hudson Line
Tenmile River	Harlem Line
Tremont	Harlem Line
Tuckahoe	Harlem Line
Tuxedo	Port Jervis Line
University Heights	Hudson Line
Valhalla	Harlem Line
Wakefield	Harlem Line
Wassaic	Harlem Line
Waterbury	Waterbury
Westport	New Haven
White Plains	Harlem Line
Williams Bridge	Harlem Line
Wilton	Danbury
Woodlawn	Harlem Line
Yankee Stadium	Hudson Line
Yonkers	Hudson Line



## **Controlled Blasting**

### **Part 1.0 – General**

#### **1.01 Related Documents**

- A. Drawings and general provisions of Contract, including General Conditions and other Division 1 Specifications, apply to work of this Section.
- B. Related Sections:
  - 1. Site Demolition
  - 2. Excavation
- C. The Contractor shall review available reference drawings indicating the Metro-North Railroad (hereafter abbreviated MNR) Facilities adjacent to the site. In addition, outside utilities shown on the referenced drawings will be located and field verified (e.g. gas lines, sewer lines, electrical duct banks, etc.). The Contractor shall field verify the information from the referenced drawings including but not limited to MNR property, track, structures, facilities and utilities. The Contractor shall maintain copies of relevant MNR drawings on site for reference during all blasting operations.

#### **1.02 Description of Work**

- A. The work to be done under this Section includes furnishing labor, equipment, materials and services and performing operations required to fragment rock utilizing controlled blasting techniques such that damage is prevented to adjacent structures, utilities and property. It is intended that resulting ground vibrations and air blast overpressures are consistently maintained below the maximum levels specified in this Section.
- B. Protecting the existing adjacent MNR structures, facilities, utilities, track, property, workers, Engineers, Construction Manager, Owner and the general public from damage or injury from improper handling of explosives, flyrock, excessive ground vibrations and/or excessive airblast overpressure levels.
- C. Furnishing, installing and implementing an audible warning system to indicate impending blasts. Informing workers, Engineers, Construction Manager, Owner, site personnel and the general public about the system implemented.
- D. Conducting a pre-blast condition survey of existing property, track, structures and facilities near the proposed construction. All underground utilities must be located within (and immediately adjacent to) the work area.
- E. Monitoring every blast round required to excavate rock during the conduct of construction utilizing procedures and equipment specified in this Section.

### **1.03 Quality Assurance**

#### **A. Pre - Blast Condition Survey**

1. The Contractor shall engage the services of a qualified, independent, Professional Engineer or blasting vibrations consultant to conduct a pre-blast conditions survey of adjacent structures, facilities and property. This will include physical location of utilities within and adjacent to the work area.

#### **B. Qualifications**

1. Persons responsible for blasting shall be licensed blasters in the State of Connecticut and /or New York, as applicable and shall have had at least five years experience in similar excavations in rock and controlled blasting technique.
2. Persons trained in the use of a seismograph shall conduct blast monitoring, records shall be analyzed and results reported by persons familiar with a seismograph record.

#### **C. Codes and Regulations**

1. The Contractor shall obtain and pay for permits and licenses required in completing the work of this Section.
2. The Contractor shall comply with applicable laws, rules, ordinances and regulations of the Federal, State and Local Governments governing the transportation, storage, handling and use of explosives. All labor, materials, equipment and services necessary to make blasting operations comply with such requirements shall be provided without additional cost to the owner.
3. In case of conflict between regulations or between regulations and Specifications, the Contractor shall comply with the strictest applicable codes, regulations or Specifications.

#### **D. Permits and Insurance**

1. The Contractor shall be responsible to obtain a blasting permit from the applicable Local and State agencies.
2. The contractor shall be responsible for obtaining an entry permit from MNR so that MNR is aware of constructing and blasting operations near the tracks. A point of contact for obtaining a railroad entry permit at MNR is Mr. John LaFond, Phone # 212 499 4462, of the Capital Programs Department.
3. The Contractor shall obtain all necessary insurance as required by the entry permit. If necessary, questions regarding the need for this insurance should be directed to Mr. John LaFond.

#### **E. Blasting Limit Criteria**

1. Resultant Peak Particle Velocity (RPPV) Limits
  - a) At all existing adjacent MNR structures including but not limited to embankments, track, electric power facilities, drainage facilities, communication facilities: two (2.0) inches per second (in./sec).

2. Airblast Overpressure Limit
  - b) At the location nearest above ground, occupied structure: fourteen-thousandths (0.014) pounds per square inch or below.
3. The Contractor must meet the requirements of other adjacent property owners and utility companies. The Contractor must provide MNR with evidence of meeting their requirements.

**F. Blast Monitoring**

1. The Contractor shall monitor peak particle velocities, frequencies and airblast overpressure resulting from each blast at a minimum of two (2) MNR facilities/structures (including track) generally nearest to the blast.
2. The Contractor will perform additional blast monitoring as necessary or as directed by MNR.
3. Blast monitoring may require that time of firing be precisely known so that the seismographs can be started just before firing.

**G. Blast Monitoring Instrumentation**

Seismographs proposed for use on the project shall have been calibrated within the previous six- (6) months to a standard, which is traceable to the National Bureau of Standards. Required characteristics of seismographs are listed below:

1. Measure and display three (3) mutually perpendicular components of particle velocity in directions vertical, radial and perpendicular to the vibration source after each blast.
  2. Furnish a permanent record of velocity per time waveform on a strip chart.
  3. Have a frequency response within the limits of two (2) Hz to two hundred fifty (250) Hz.
  4. Seismographs shall be rigidly attached to the structures or into the earth.
  5. Other instrumentation and monitoring may be required based upon site conditions.
- H. The Contractor shall cooperate with MNR's Engineer in permitting observation of the Contractor's drilling and loading procedures, as well as in providing detailed information on blasting operations for preparation of daily reports.
- I. The Contractor shall be completely responsible for damages resulting from blasting operations and shall take necessary measures to maintain peak airblast overpressures and peak particle velocities within the specified limits. Modifications to blasting and excavation methods required to meet these requirements shall be undertaken at no additional cost to the Owner.
- J. The Contractor shall monitor the movement of train rails by optical survey before blasting begins and periodically during blasting operations. As a minimum, track rails shall be surveyed daily and checked visually after each blast when blasting within fifty (50) feet of the rails. When blasting greater than fifty (50) feet from the track rails, rails shall be surveyed at a minimum of weekly or as requested by MNR. The Contractor shall be responsible to notify MNR immediately for movement in excess of one - eight (0.125) inch so that railroad forces can re-establish line and grade of the running rails. All associated costs with restoring the track structures will be billed to the Contractor.

#### **1.04 Submittals**

##### **A. Advance submittals:**

The Contractor shall submit the following information to MNR at least two (2) weeks prior to commencing drilling and blasting operations.

1. Specifics of typical blast round, including:
  - a) Diameter, spacing, burden, depth and bottom of hole elevation for each type round design (i.e., presplit and production).
  - b) Manufacturer and amount of explosives and distribution of charge to be used within a typical hole, on each delay and the total for the blast.
  - c) Manufacturer and each type of detonators, delay pattern-wiring diagram for the round.
  - d) Type and location of stemming to be used in holes.
  - e) Calculations of anticipated vibration levels at nearest adjacent structure.
2. Methods of matting or covering of the blast area to prevent flyrock and excessive airblast overpressure.
3. Sequencing of perimeter control blasting, production blasting and excavation procedures in order to remove all material required by the construction.
4. Written evidence of the licensing, experience and qualifications of the blasters who will be directly responsible for designing, loading, firing and blast monitoring for each shot.
5. Details of an audible advance signal system to be employed at the site.
6. Performance specifications of seismograph and calibration certificates.
7. Blasting and MNR Entry permit obtained to conduct blasting on the site.
8. Pre-blast condition survey. (See Section 1.05)
9. Evidence of notification of adjacent property owners and utilities of blasting operations and approval of utilities and property owners of blasting procedures.
10. In case of emergency, telephone numbers of Contractor personnel to be contacted. MNR will supply the Contractor with their telephone numbers as well.

##### **B. Progress Submittals:**

1. Within twenty-four (24) hours following each blast, the Contractor shall submit a Blast Monitoring Report to MNR's Engineer. Each Blast Monitoring Report shall include a location sketch, blast round data and a copy of the velocity per time waveform with location of seismograph.

2. If the Contractor's design round results in ground vibrations and/or airblast overpressures which exceed the blasting limit criteria, the Contractor shall immediately revise the round design as necessary to reduce vibration levels below specified limits.
3. The Contractor shall report all blasting complaints within 24 hours of receipt to MNR. Each blast complaint report shall include the name and address of the complaint, time received, date and time of blast complained about and a description of the circumstances which led to the complaint.

#### **1.05 Pre-Blast Condition Survey**

- A. Prior to the start of blasting, an independent Professional Engineer (or Blast vibration consultant) shall conduct a pre-blast condition survey of existing structures and conditions within six-hundred feet, as a minimum, of anticipated rock blasting.
  1. Coordinate activities, issue notices, obtain clearances and provide photographic and secretarial assistance to accomplish this survey.
  2. The survey shall include locating all underground utilities that may be affected by blasting, especially gas, water and electric.
  3. Give notice in writing, to the property owners, utility companies and representative of local authorities required to be present at such survey. Notify in writing the dates on which surveys are planned so that representatives are present during the examination. Provide copies of notices to MNR.
- B. Observations shall be recorded of the existing conditions for the buildings and other structures, which might be affected.
  1. The survey shall consist of a written description of interior and exterior conditions. Descriptions shall locate existing cracks, damage or other defects. Where significant cracks or damage exists or for defects too complicated to describe in words, photographs shall be taken and made part of the record.
  2. The representative present shall sign the record of each examined property and if practicable by the owner, whether or not they are present at the examinations.
  3. The survey shall include (by a licensed surveyor) the line and grade of all MNR tracks adjacent to the blasting operations and condition/location and elevation of all other MNR structures and facilities.
- C. Upon completion of blasting each day, the Contractor shall make a similar examination of properties and structures where complaints of damage have been received or damage claims have been filed. Give notice to interested parties so that they may be present during the final examinations.
  1. This will include a re-survey of all adjacent MNR tracks, structures and facilities to verify that no significant movement or damage has occurred.

### **1.06 Indemnity**

Notwithstanding full compliance with these specifications, approval of blasting plan and successful limitation to maximum peak particle velocity and airblast over pressure noted above, the Contractor shall be solely responsible for any damage, direct or indirect, arising from blasting and shall hold MNR and their consultants harmless from any costs, liens, charges, claims or suits, including the costs of defense, arising from such damage, real or alleged. MNR and their consultants shall be additionally named insured on any insurance policy covering blasting carried by the Contractor. This requirement shall also be enforced on subcontractors.

## **Part 2.0 – Products**

Not applicable

## **Part 3.0 - Execution**

### **3.01 Safety Precautions**

- A. Blasting shall not be permitted until all personnel in the danger area have been removed to a safe place. A loud audible warning system, devised and implemented by the Contractor shall, be sounded before each blast. The danger area shall be patrolled before each blast to make certain that it has been completely cleared. Guards shall be stationed to prevent entry until the area has been cleared by the blaster following the blast. The Contractor must obtain approval of MNR for the timing of each individual blast to ensure the safe movement of trains through the work area. Such approval does not relieve the Contractor of the responsibility for ensuring site safety.
- B. Explosives shall be stored, handled and employed in accordance with Federal, State and local regulations.
- C. Explosives, caps, detonators or fuses shall not be stored on site during non-working hours.
- D. The Contractor shall be responsible for determining other safety requirements unique to blasting operations on this site so as not to endanger life, property, utility services or new construction or adjacent property.

### 3.02 Blasting Procedures

#### A. As soon as possible, submit:

- Pertinent data on the location, depth and area of the blast, diameter, spacing, depth, overdepth, pattern amount, distribution and powder factor for the explosives used per hole and per blast, the sequence and pattern delays and description and purpose of special methods. Acceptance by the MNR blasting data will not relieve the Contractor of his responsibility to produce satisfactory results as set forth in these specifications. Drilling and blasting shall be done only to the depth, amount and at such locations with explosives of such quantity, distribution and density that will not produce unsafe or damage rock surfaces or damage rock beyond the prescribed excavation limits. As excavation operations progress, the drilling and blasting procedures shall be determined only by satisfactory results achieved and approved by MNR's Engineer.
- In general, a scaled distance of 50 or greater shall be used for all blasting. The initial blast shall be designed using a scaled distance of 100. Based on results of blast monitoring, subsequent blasts may be designed for lesser-scaled distances but only when approved by MNR's Engineers. Scaled distance is defined and tabulated for representative values in Table 1.

TABLE 1		
Scaled Distance <sup>1</sup>		
Max Charge Wt. (lbs/Delay)	Distance to Blast (ft)	Scaled Distance (non-dimensional)
1	50	50
2	71	50
3	87	50
4	100	50
5	112	50
6	122	50
7	132	50
8	141	50
9	150	50
2	100	71
3	100	58
4	100	50
5	150	67
6	150	61
0.25	25	50
0.36	30	50
0.49	35	50
0.64	40	50
0.81	45	50

<sup>1</sup>Scaled distance is equal to the distance to the blast in ft divided by the square root of the maximum charge in lbs per delay.



- B. At least two (2) weeks prior to detonating each blast, the Contractor shall confirm that the blast is in conformance with the approved submittals.
- C. The Contractor shall notify MNR's on-site Representative before each blasting operation is to commence. Prior to detonating each blast, the Contractor shall confirm that the blast is in conformance with the approved submittals.
- D. The contractor shall coordinate each blast round with MNR. The Contractor shall obtain a Railroad flagman at all times during blasting operations so that communication is open between MNR and the Contractor. The Contractor shall provide a representative to communicate with MNR flagman. Trains run at schedule intervals and must not be stopped by construction operations. Blasting shall be coordinated to avoid any impact to train traffic. Blasts will not be allowed during times when trains are passing through or adjacent to the work area.
- E. Non-electric initiation methods shall be used for all blasting. If the Contractor can demonstrate to MNR that no stray currents or radio transmissions will affect the blasting operations, the use of electric blasting may be considered.
- F. The Contractor shall monitor blast vibrations at two (2) nearest MNR facilities using instruments as defined in **Section 1.03**.
- G. Monitoring of MNR Track, Structures and Facilities:
  - 1. The Contractor shall monitor the position of train rails by optical survey (by licensed surveyor) before blasting begins and periodically during blasting operations. AS a minimum, track rails shall be surveyed daily and checked visually after each blast when blasting within fifty (500 feet of the rails. When blasting greater than fifty (50) feet from the track rails, rails shall be surveyed at a minimum of weekly or as requested by MNR. The Contractor shall be responsible to notify MNR immediately for movement in excess of one-eighth (0.125) inch so that railroad forces can re-establish line and grade of the running rails. All associated costs with restoring the track structure will be billed to the Contractor.
  - 2. Daily examinations of other MNR facilities and structures shall also be conducted during blasting operations. MNR shall be notified immediately of damage or settlement.
- H. Blasting mats (as approved by MNR's Engineer) shall be used to cover each blast round in order to prevent the throw of flyrock and minimize airblast overpressure.
- I. Excavated rock endangering the Railroad shall be immediately removed from the site to MNR's satisfaction.
- J. When blasting near existing MNR structures, tracks, property and facilities, the following precautions shall be taken, as a minimum, to reduce the possibility of damage to the structures:
  - 1. Production blasting shall start at the furthest portion of the site requiring rock removal from the MNR property. Evaluate all blast vibrations and bedrock geology as the blasting approaches the MNR facilities.
  - 2. Well designed blast rounds shall be utilized with adequate relief to allow rock to move out toward a free face, away from the structure.

3. If specified vibration limits are exceeded and MNR feels that continued blasting would threaten the integrity of the structure, then the Contractor shall be required to stop blasting in the vicinity of these structures and fragment the remaining rock near the structure using non-explosive techniques at no additional cost to MNR.

### 3.03 Perimeter Control Blasting Procedures

#### A. Line Drilling:

1. Line drilling shall be utilized where necessary to protect nearby structures, tracks, properties and facilities to minimize over-break and fracturing of remaining rock.
2. The presence of perimeter drill hole casts will be used to judge the Contractor's perimeter control blasting procedures. A minimum of eighty (80) percent of the perimeter drill hole casts shall remain after excavation in line drill areas.
3. If, in the judgement of MNR's Engineer, the Contractor's perimeter blasting procedures are causing over-break or resulting in the absence of drill hole casts, the geometry and loading of adjacent production holes shall be adjusted until acceptable results are obtained.
4. Line drilling shall consist of a minimum of three (3) inch diameter holes spaced six (6) inches on center. Drill holes shall not deviate more than three (3) inches from their required plan over the entire length of the hole. The line-drilled holes are to be left unloaded. As the perimeter is approached with the primary blasting, the distance between the line drilled holes and the adjacent row should be about fifty (50) percent of the normal hole spacing. The loading of holes in the adjacent row should be about fifty (50) percent of the loading used in the primary production holes.

#### B. Presplitting:

1. Presplitting shall be utilized where necessary to protect nearby structures, track, properties and facilities. Presplit blasting shall be performed before production blasting occurs.
2. The presence of perimeter drill hole casts will be used to judge the Contractor's perimeter control blasting procedures.
3. Pre-split holes shall be string-loaded or space-loaded with light, distributed charges and shall be stemmed with peastone for the full length of the hole.
4. Spacing, burden, hole diameter and loading shall be maintained within the guidelines listed in Table 2 unless the Engineer approves deviation from the guidelines based on observed field performance.

TABLE 2		
Pre-splitting Guidelines		
Hole Diameter (inches)	Hole Spacing (feet)	Column Load Charge Concentrations (lb/ft)
1.5 - 2	1.0 - 1.5	0.06 - 0.15
2.5 - 3	1.5 - 2.0	0.15 - 0.25
2.5 - 3	2.0 - 3.0	0.25 - 0.45

5. The bottom charge concentration within the bottom one (1) to three (3) feet of hole shall be approximately two (2) times the column charge concentration.
6. Presplit holes shall be fired simultaneously if particle velocity and airblast considerations will permit. Otherwise, groups of presplit holes in segments along the presplit line shall be systematically fired with millisecond delays.
7. Loading of the first-row-in load holes shall be approximately fifty (50) percent of production hole loading.

#### **Part 4.0 Measurement and Payment**

##### **4.01 Measurement**

- A. Controlled blasting procedures, blast monitoring and other work specified in this Section will not be measured separately for payment, but shall be considered incidental to the work specified in other related earthwork specifications.

##### **4.02 Payment**

- A. No separate payment will be made for controlled blasting. All work specified in this Section shall be considered incidental to the rock excavation work specified in other related earthwork specifications.

**Flynn, Beth**

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**From:** Flynn, Beth  
**Sent:** Thursday, February 14, 2013 3:02 PM  
**To:** Flynn, Beth  
**Subject:** FW: EAC Comments on Hidden Cove SEIS

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**From:** Smith, Jeff [<mailto:smith@whafh.com>]  
**Sent:** Thursday, February 14, 2013 2:45 PM  
**To:** Flynn, Beth; Monastra, Valerie  
**Cc:** Ashoke Rajdev; Bob Minzesheimer; David Mallen; Monastra, Valerie; Robert Weireter; Victoria Gearity  
**Subject:** RE: EAC Comments on Hidden Cove SEIS

**EAC Hidden Cove SEIS Review**

The EAC reviewed the Hidden Cove SEIS at its February 6 meeting with the assistance of a presentation by Gina Martini of VHB, planner for the Applicant. The EAC has the following comments regarding deficiencies it noted in, and improvements it suggests to the SEIS for the Planning Department's consideration:

- Provide more detail on how Applicant intends to address flooding and elevation issues 2.5.2
- Provide north view of project 2.3.1
- Provide explanation on how density works in this area and the impact 2.1.3
- Analyze standing traffic (i.e. trucks standing and loading) 2.6.1
- Provide alternate sources of energy the Applicant intends on using 2.10.1
- Provide information on sound screens 2.10.2
- Provide a more developed plan for safe pedestrian traffic to the train station from the site and for people who may want to come in and see the history of the building 2.6.2
- Include information on what would need to be done to re-grade the property with respect to pedestrian traffic 2.4.1
- Provide an explanation of how and why the Applicant/owner/developer allowed the Brandreth Pill Factory to deteriorate so dramatically over the period of the evolving development proposal 2.10.3
- Address with more detail the issue with the eagles near the site 2.10.4
- Provide Saturday traffic counts 2.6.3

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Jeffrey G. Smith | Wolf Haldenstein Adler Freeman & Herz LLP | 270 Madison Avenue, New York, NY 10016  
 firm: 212 545 4600 | direct: 212 545 4740 | fax: 212 545 4653 | [smith@whafh.com](mailto:smith@whafh.com)

HISTORIC PRESERVATION COMMISSION SEIS REVIEW

**Hidden Cove Supplemental Environmental Impact Statement (SEIS) Review**  
**36 Water Street**  
**Section 89.14, Block 1, Lot 11, Zone PW-a**

25 February 2013

The commission had the following comments/questions regarding the SEIS:

1.2.1 "The existing mill building (also known as the Brandreth Pill Factory) will be demolished."

- Provide a complete statement about the importance of the historic building to the history of Ossining and beyond and its preservation as an important objective. 2.9.5
- Provide an adaptive reuse scheme for the historic building(s). The applicant needs to prove that there is no other solution to achieve a reasonable goal. 2.9.6
- The SEIS must also state that the Brandreth Pill Factory is listed on the New York State and Westchester County Registers. 2.9.7

1.2.1.3 Compliance with Zoning and Comprehensive Plan

- Compliance with Zoning & The Comprehensive Plan - adaptive reuse can achieve all these initiatives. 2.1.4
- Provide specific information about how applicant will achieve LEED certification of gold or silver. Provide comparison to LEED with adaptive reuse of the historic buildings, as they have embodied energy savings because the materials are already on site and assembled and no demolition or carting of waste materials etc. 2.1.5
- Provide the cost of achieving such LEEDs silver or higher via sustainable site development, energy efficiency, material selection, and compare it to the cost of restoring the Brandreth Pill Factory. 2.1.6

1.2.1.4 Architectural Concept

- Provide more comments on the resources in the vicinity that may be affected by the project. 2.3.2

2.1.1 Existing Conditions

- "These buildings currently have no local historic preservation protection. Included among them are: 'The Brandreth Pill Factory'". Note should be made that the Historic Preservation has recommended landmarking of the Brandreth Pill Factory and that the Village Board has scheduled a hearing and vote on the recommendation during March, 2013. 2.9.8

2.3 Visual Resources and Community Character

- Explain how the proposed demolition of the historic buildings and the culverting of the stream add to the character of the Village. 2.3.3
- Compare adaptive reuse possibilities to the proposed scheme. 2.1.7
- Does the proposed scheme provide public amenities? 2.1.8

2.9.2 Factors for Demolition

- National Register Properties are exempt from many FEMA requirements. Make appropriate changes in the SEIS to accurately reflect FEMA requirements for historic properties in ALL discussions regarding the historic property. Also include revised numbers and supporting argument for demolition of the historic building(s) to correctly reflect FEMA requirements for historic buildings including insurance benefits and rehabilitation costs. The applicant should not use FEMA requirements for new construction and non-historic buildings in an effort to support demolition of the historic buildings. 2.9.9
- Provide more alternatives to flood protection both physically and adaptive reuse solutions to flood plain problem; limiting the ground floor use of the adapted historic building to non-residential uses would be an advantageous solution. 2.9.10
- With regard to the statement that the given flood solutions are inconsistent with the Secretary of Interior's Standard, please cite specific examples of why the proposed solution would be considered inconsistent with the Secretary's Standards if appropriate FEMA standards for historic properties are followed. 2.9.11

- Show which portion of the property is not in the flood zone in relation to the historic buildings. 2.9.12
- The SEIS should include the engineering report created when the owner purchased the building in 2001. 2.9.13
- The HPC would like an independent engineering report on the current conditions of the structures from a source designated by the Village and paid for by the Applicant. 2.9.14
- The HPC would like a copy of the Engineer's report from when the current Owner purchased the buildings. 2.9.13
- Provide detailed back up information to support the claims including details and costs of the exterior renovations. 2.9.16
- Provide alternatives to the expensive materials such as fiberglass shingle in lieu of slate roofing, etc. and the resulting change in the cost of adaptation of the existing historic building. 2.9.17
- Provide more details with regard to the building fit-out. 2.9.18
- Site improvements have to be done in any case, whether historic buildings remain or not; therefore, this should not be included as a rationale for demolition of the historic building. 2.9.19
- Provide detailed information about the numbers presented giving comparable information about the numbers presented. This property should have truly comparable comps that are on the Hudson River, with full view, within walking distance to the train station, etc. Include the Avalon Bay and Harbor Square projects for projection for rents and include Vireum and Scarborough Manor for condominium and co-op pricing using an industry accepted basis for the conversion of purchase to rent values. 2.9.20
- Substantiate the statement that restored buildings would have a market value of \$3.9 million with comps of properties the same size located on the Hudson River. 2.9.21
- Include tax incentives offered for rehabilitation and adaptive reuse of historic building(s) in the cost equations. 2.9.22
- Provide independent market study for this property. The original proposal for that plot had the annex, not just 24 units in the Brandreth Pill Factory. Present a reasonable plan including adaptive reuse of historic building(s) and the annex. 2.9.23
- Anytime there is a statement that the work would be inconsistent with the Secretary of the Interior's Standards provide specific reasons why it is inconsistent and provide alternative solutions as the claims are unsubstantiated. As requested above, use appropriate FEMA criteria. 2.9.24

### 2.9.3 Mitigation Measures:

- Given the importance to the Brandreth Pill Factory and its connection to Benjamin Brandreth, the proposed mitigation does not ameliorate the loss of the building. Provide suggested mitigation measures that adequately address the Brandreth Pill Factory for consideration. Also include the statement, "mitigation will be undertaken in consultation with the New York State Office of Parks Recreations and Historic Preservation and the Village of Ossining." 2.9.25
- Section 2.1 – pages 2-2 thru 2-4 Comments regarding Historic Preservation and the Village of Ossining's Comprehensive Plan are inaccurate. Restate to accurately reflect Village objectives. 2.1.9

### • Questions:

- What was the date of this proposed new building scheme including demolition rather than adaptive reuse of the Brandreth Pill Factory? 2.10.5
- Why the change in the proposed plan from adaptive reuse of the historic building with an addition/annex to the historic building, to demolition of the historic building and construction of a new building instead of expanding on the adaptive reuse side of the equation? Can they explain this by a rigorous comparison of costs, potential income and tax incentives for adaptive reuse? 2.10.6
- Is the building eligible for NYS tax credits? Is it in the target area? If Ossining is not in the target area, then when was it in? 2.9.26
- Is the Owner allowed under Federal Tax Code (Title 26 U.S.C. Section 280B - Demolition of Structures, or similar tax code) to write off the demolition cost if the building is on the National Register of Historic Places? If not, this loss of tax write-off should be figured into cost comparisons along with the tax advantages for adaptive reuse. 2.9.27
- The Waterfront Revisioning Committee and the Comprehensive Plan call for mixed use for the waterfront. What elements of mixed use are contained in the current plan? 2.1.10
- Section 1.2 page 1-4 "The maximum height permitted in the PW-2 zone, 60 feet, is intended to preserve views of the Hudson and Palisades from parcels on to of the adjacent 2.3.4

plateaus". (p. 82) On page 82 of the Comprehensive Plan the Commission feels there are no proposed density incentives and would like the applicant to provide more information on this. It should be noted that the Commission is concerned that the proposed building will be more than 60 feet in height from the current ground level, which is not in keeping with the intention of the 60-foot height limitation.

- If the Comprehensive Plan objectives include establishing a carefully designed mixed use development plan for the waterfront area, where in the SEIS does it explain their scheme for a mixed use development?

2,1,10

# Gerold - Wunderlich - & - Co

Dealers in	No. 8	Ossining,	Telephone	Fax
Fine Art	North Water	New York	(914)	(914)
Since 1874	Street	10562	923-1184	923-1390

January 3, 2013

Joseph G. Clarke, Chairman  
Ossining Planning Board  
PO Box 1166  
101 Route 9A,  
Ossining, NY 10562

Re: "Hidden Cove Project"

Dear Mr. Clarke

Valerie Monastra was kind enough to inform me (and hopefully others) of the updated SEQRA for the Stolotis' proposed Hidden Cove project. I have read a portion of the Supplemental Environmental Impact Study (specifically the *Introduction*, part 1, and the *Summary of Impacts and Mitigation*, part 2 (which is all I am able to read and comprehend in one night), and would like to make the following comments:

1. They are calling for a new six-story building with 137 rental units including one, two and three bedroom units. To go along with the 137 rental units there are 193 parking spaces. I am not a civil engineer, but as far as I can guess, most families in today's world have two working people, and thus have a need for two cars. I cannot imagine 193 units being enough parking spots. 2.1.11
2. There are numerous comments throughout the report that "no development is currently proposed for the plateau portion of the site." It seems to me that there should be some discussion on this subject, as the statements throughout the plan imply that the Stolotis' long view plan is to develop the so-called plateau area. See the following: 2.8.1

*This section of the SEIS examines potential cumulative impacts associated with the current plan and potential future development on the plateau. On the +3 acre plateau, the Village's recent rezoning to Conservation Development District (CDD) provides for a potential maximum of 6-8 units per acre. Development in accordance with the CDD zoning, which was mapped on this site as a result of the Village adopting a new Comprehensive Plan, would be consistent with zoning and land use patterns decided by the Village. At this time, the Applicant is not seeking approval for such a development. However, the SEIS incorporates information relative to the cumulative impact of potential development on the plateau along with the 137 units proposed on the lower parcel. Additional SEQRA review would be required for the site-specific impacts of any eventual application to develop the plateau property.*



The Conservation Development (CD) District would allow a base density of 6 dwelling units per acre with incentives plus the affordable housing density bonus resulting in a maximum potential density of 8 units per acre. Maximum height would be 4 stories or 48 feet. This zoning applies to the plateau area. is clear they plan some sort of proposal, despite the fact that the road is incapable of carrying necessary traffic. There is a reason why the property is currently zoned for two single-family homes. (3.1)

2.1.12

1. In site access and circulation portion of the Introduction they cite the Village Zoning Code which states:

*No permit for the erection of any building shall be issued unless a street or highway giving access to such proposed structure has been duly placed on the official map or plan, or if there be no official map or plan, unless such street or highway is (a) an existing state, county, town or village highway, or (b) a street shown upon a plat approved by the planning board as provided under the provisions of this article, as in effect at the time such plat was approved, or (c) a street on a plat duly filed and recorded in the office of the county clerk or register prior to the appointment of such planning board and the grant to such board of the power to approve plats. Before such permit shall be issued such street or highway shall have been suitably improved to the satisfaction of the planning board in accordance with standards and specifications approved by the appropriate village officers as adequate in respect to the public health, safety and general welfare for the special circumstances of the particular street or highway, or alternatively, and in the discretion of such board, a performance bond sufficient to cover the full cost of such improvement as estimated by such board or other appropriate village departments designated by such board shall be furnished to the village by the owner.*

They then go on and state: "Here, the Project Site has access to North Water Street, a public street that appears on the Village's Official Map, by an easement that the Applicant has the right to improve to 30 feet in width." In fact they do not have access to a public street. What they refer to as "North Water Street," is in fact, the North Water Street Extension, which runs over private properties, which is not owned by the Village of Ossining, but rather various owners from the north end of North Water Street (which end near the Village property opposite the Vireum apartment building.) Beyond this place, where the sewage pumping station is located, is private, and I do not understand how the Hidden Cove developers can force the rerouting and widening of this private road, when all the Hidden cove development owners have is a right-of-way across said property. And, in fact, the Stolotis' have sued the Village of Ossining and the Santucci's over this right of way, and the Judge duly threw out the case. I have written to you about this previously. The right-of-way is 20 feet wide! Short of the village of Ossining bringing an Eminent Domain taking of said property (and we all know how the last Eminent Domain case ended up) there is no way the Stolotis' have the ability of widening said road.

2.7.2

2. Finally they note that they want an exception or variance pursuant to Section 7-736(3). Again, it is neither owned by the Village of Ossining nor is the property owned by the Stolotis'. How can they possibly force this issue? It is not a public street! 2.1.13
3. Under section 1.2.1.4, Relationship to site and Hudson River, it is observed that the site is just east of the metro-North Railroad tracks, and 320 feet from the Hudson River. What are they smoking? In the next sentence the "terrain to the east of the proposed location rises gently to a much higher ground." I would say the so-called rise is about a 60 degree angle, and certainly not rising "gently." I realize this is nit picking, but the road issues are not. 2.10.7
4. In the next paragraph, under the title, "Relationship to the Village of Ossining," they discuss the width of the road "will vary "from 24 to 26 feet." Is this wide enough? Bear in mind that there are factories just to the North of the proposed Hidden Cove Development, and large (18 wheelers) tractor trucks deliver and pickup product from both Diamond Dairy and Clear Cast Technologies. And what about people walking to the Ossining station on this road? If you look at the map carefully, the roadway, which they tell us will be "realigned and resurfaced," is situated absolutely adjacent to commercial buildings along this private roadway. Does the 24 feet include the required sidewalks? I rally think you should get input from the owner of Castle Plumbing as well as the Santucci's on this matter and the dangers implied by adding 75 more vehicles during peek hours. 2.7.3
5. Under the existing Road network – 2.6.2.1 – if another 70 cars per hour are added to the present peak hour volume, you now have 100 vehicles per hour – some rushing to deliver spouses, who are late to the train station, and children late for an event of some sort, and around at least one blind corner, and I guarantee you that there will be accidents. The private road here is simply too narrow to handle this kind of traffic, especially when mixed with the heavy-duty commercial traffic that already exists on this roadway. I have spoken to Mr. Hanrahan of Castle Plumbing and he said the road is dangerous now – add another 70 cars per hour, and I guarantee you will have a disaster. 2.7.4
6. Now a few of my own personal observations that seem not to have been addressed in said report. First, during any major thunderstorm, Water Street floods where the Broadway intersects with Water Street. The drainage system comes down Snowden Ave, and Broadway, and the water then has nowhere to go – check with the Ossining Highway Department – so it bubbles up and floods North Water Street. Second, during Sandy, (and also the *Hurricane Irene*, to a lesser extent) flooded the entire North Water Street Extension. The only way to have gotten from Water Street to the address listed as 30 North Water Street was by canoe. What is the Stolotis' and the Village of Ossining's proposal to do with the 200 cars parked on the North Water Street Extension, if the Hudson floods again. And it will. I am sure the insurance companies 2.5.12

would not be happy campers paying out \$100,000 in claims for submerged automobiles.. What about access by emergency vehicles to this project? The one truck that attempted to drive on the North Water Street Extension the evening of Sandy, got about 20 feet in before the driver thought better of the whole idea. Finally, "global warming" seems not to be just a myth perpetrated by some wacky scientists, anymore. There seems to be concrete evidence that the earth's atmosphere is actually warming up, and as a consequence, as I understand it (at least according to Diane Sawyer), the polar caps are melting, somewhat, thus raising the water levels around the earth. I recently read that the oceans (and thus the Hudson River) are supposed to rise by approximately a foot by 2050! This will put the North Water Street Extension under water fairly often - maybe daily. Thoughts? This entire road is under a flood plain. I know the Stolotis' are not planning to write any checks - so is the Village of Ossining planning to spend millions on their project? By the way, the North Water Street Extension is still privately owned.

2.5.12

2.5.12

A couple more general comments. The Stolotis' have used, or tried to use the legal system as a "battering ram" towards their neighbors. They have sued the Village of Ossining, and they have sued the Santucci's on more than one occasion. Any reasonable developer would have purchased the property needed for a correct road system. But the Stolotis' seem to be loath in writing a check. I am sure most of the issues could have been resolved over a couple of beers. My attorney (she was a former partner specializing in Real Estate in a prestigious New York law firm) mentioned to me that no bank would touch this project without a direct access to public roads. The property was acquired through a "short sale" type of transaction, and clearly the Stolotis' did not do their homework. I do not see how they can force either the Village of Ossining, or their neighbors to build a road privately owned, to their specifications. Furthermore the proposed road is only a few feet from at least two buildings doors - a road that, by their own estimates, will carry four times the present vehicles per hour. At the beginning of the North Water Street Extension, the Stolotis' expect the Village of Ossining to "give" them a portion of the property opposite the Vireum building. In fact, they sued the village of Ossining for this property, and the case was thrown out of court. As previously stated, this is case number 10669-2011. On February 10, 2012, a decision was handed down by the Honorary Judge Mary Smith giving the Plateau Associates a solid defeat. The Decision and Order, was in favor of the Village of Ossining. On page seven, the Judge states: *Applying the forgoing standards to the dismissal motion (by Ossining) at bar, defendant Village's motion is granted in toto. Plaintiff's cross-motion for leave to serve a second amended complaint is denied.* This has been discussed in more detail in a previous letter to the Village Planning Board.

2.7.5

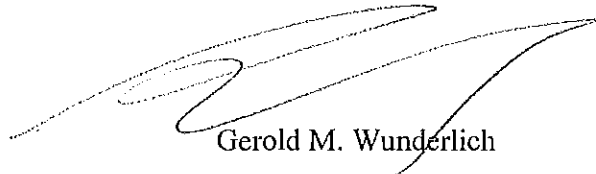
The proposed building they are planning to construct is way too large, and clearly impacts the westerly views of both Miguel and Tam Hernandez' home, and to a lesser extent, my own home. And to state that the trees and their foliage will hide the building is clearly a fallacy. It is a very large, butt ugly building! One would hope the Planning Board could offer a little sage advice in this area. The alternative is to turn the Village of Ossining into another Yonkers waterfront.

2.3.5

Another issue, the roadway at the intersection of Water Street and Broadway most mornings is jammed packed with vehicles – not cars so much as large trucks. Generally speaking, there are a couple semi tractor-trailers unloading roofing material for the Croton Home Center. And in turn, several of CHC's trucks are accepting materials for local deliveries. I am glad at least one business in Ossining is doing well. I realize this issue can be resolved, but not without some issues. Still the traffic will be a nightmare, especially when one considers the *AvalonBay* project, which is going through, has the financing, is professionally run by a Harvard MBA, and is a public company with a net capitalization of \$15.68 billion. It is not a fly-by-night operation. 26.4

I urge you and the remainder of the Planning Board to have an early morning drive to the north end of North Water Street extension, and review the plans in person. While you are at it, review the water levels, and the building (Brandreth Pill Works) itself and see the dilapidated state of the building, which has occurred under the careful watch and ownership of the Stolotis'. 2.10.3

Yours very sincerely,



Gerold M. Wunderlich

Mr. Joseph Clark  
 Chairman, Village of Ossining Planning Board  
 P.O. Box 1166  
 101 Route 9A  
 Ossining, NY 10562

I am writing to request further information on the DEIS/SEIS/FEIS procedures. In this regard I would like to know:

- Whether the Village of Ossining Board of Trustees or the Village's Planning Board is the lead agency in the "Hidden Cove" project. 2.8.2
- What constitutes acceptance of completed DEIS/SEIS/FEIS documents and what does acceptance mean and what are its implications? 2.8.3
- Are the Village's boards (cited above) required to take a vote on accepting these documents and if so, when did this occur with regard to the Hidden Cove DEIS and if it did, may I see a copy of the minutes of the meeting where the vote was taken? 2.8.4

Regardless, the lead agency must prepare, file and publish a notice of completion of the draft EIS and file copies of the draft EIS in accordance with the requirements set forth in section 617.12 of the SEQRA law. 2.8.5

It is my understanding that approval of a DEIS will not be complete until:

- (1) a negative declaration has been issued; or
- (2) until a draft EIS has been accepted by the lead agency as satisfactory with respect to scope, content and adequacy.

2.8.6

I would also like to take this opportunity to make further comments to the ones I submitted to you last week regarding the above SEIS

The entire focus of the developer is on his profits. Historic preservation has often been portrayed as the *alternative* to economic development – "either we have historic preservation OR we have economic growth." This is an absolutely a false choice. Increasingly around the world, historic preservation is becoming a uniquely effective vehicle for economic growth. Historic preservation has moved from being an end in itself (save old buildings in order to save old buildings) to being a vehicle of broader ends – revitalization, job creation, small business incubation, housing, tourism, and other economic endeavors.

Adaptive reuse of buildings is therefore central to the economic development strategy of any community and goes beyond the economic benefit of one or another developer. In any case, substantive Federal and New York State income tax credits are available for developers who wish to adapt historic buildings for commercial purposes. In this instance, the developer has not exercised due diligence in looking for alternative ways to finance his project.

2.9.22

Regardless, the developer's destruction by neglect this important historical resource should not be considered a rational for sacrificing a building listed on the National Register of Historic Places on the altar of excess profit.

2.9.29

Very truly yours,

*Miguel Hernandez*

#9

Joseph G. Clarke, Chairman  
Ossining Planning Board  
PO Box 1166  
101 Route 9A,  
Ossining, NY 10562

Re: "**Hidden Cove Project**"  
January 26, 2013

Dear Mr. Clarke and Members of the Planning Board:

Following are my comments regarding the SEIS document issued by Plateau Associates for their proposed Hidden Cove Project on North Water Street. As you know, this project surrounds my property (10 North Water Street) immediately on two sides – on the south and on the west. For convenience sake my comments follows the section or paragraphs of the subject report.

#### **1.2.1.1 Status of the Plateau.**

Comment: The developer implies that the development of the 3 acre plateau (which mostly steeply sloped land) may be the subject of a later DEIS/SEIS). In this regard, he is not including a substantive discussion of it 2.8.1 in the current SEIS. The developer should be required to include a full-blown section on this current SEIS since the threat of construction there has not been actually removed.

#### **1.2.1.2 Site Access and Circulation**

Comment: The developer assumes that the extension of Water St. is on official street on the Map of the Village of Ossining. However, if it is, why is it that the Village does not maintain it? I have observed over the 30 years that the Village does not plow it or repair it but merely uses it for access to its lot that formerly contained the Water Department and other Village-owned facilities like the sewage pumping station, a few feet further north.

Essentially, the extension north of Water Street permits access to a jointly owned easement beyond Village-owned property that several businesses to the north have historically owned and used for their convenience and that of their customers. If he wishes, the developer would have to get their permission to improve their portions of this private roadway. It is interesting to note as well that to date Plateau/Hidden Cove refuses to take responsibility for snow removal, pot holes etc. even along portions it owns

2.7.1

and that this maintenance responsibility is voluntarily taken on by other owners.



#### 1.2.1.4 Architectural Concept & Relationship to Site and Hudson River

**In this section the developer states :** *"It is of the Applicant's opinion (emphasis added) that when the proposed 6-story residential building is completed, it will appear much lower than the plateau, because of the height of the tree-mass on it."*

Comment: The applicant should be required to submit a full-blow Viewshed Analysis to back up his opinion. A visual impact analysis would include among other requirements photos, sections, and photo simulations from many locations. This should include the more advanced method of determining viewshed through the use of geographical information systems (GIS), where based upon topography, relative elevation, and vegetative cover, a virtual viewshed is constructed. 2.3.6

### Section 2.0 Summary of Impacts and Mitigation (Current Plan)

#### 2.1.1 Existing Conditions.

*"The Village of Ossining updated its Comprehensive Plan in July 2009. This occurred **after acceptance** of the DEIS for Hidden Cove and is one of the changed conditions which are addressed in this SEIS."*

Comment: On what date was the DEIS accepted by the Village of Ossining? Acceptance implies approval. I could be wrong but do not recall a motion and vote approving the DEIS by the Planning Board or the Village Board of Trustees. The fact that the developer submitted the DEIS and that it was received by the Planning Board does not constitute an acceptance of it. 2.8.4

The LWRP amendment (adopted by the Village Board March 16, 2011) contains the following policies and statements relevant to the current revised Hidden Cove proposal:

*"• Policy 23: Protect, Enhance and Restore Structures, Districts, Areas or Sites that are of Significance in the History, Architecture, Archeology or Culture of the State, its Communities or the Nation.  
The Brandreth Pill Factory is noted as one of the Village's National Register"*

Comment: The developer has proposed demolition of the Brandreth Pill Factory and this runs counter to the wording and intent of Policy 23. Clearly, the developer is not by any stretch of the imagination, protecting, enhancing or restoring this building. 2.1.2



*"Policy 25B: Protect and Enhance Views from the Crescent and Waterfront Area toward the Hudson River* 2.1.2

The guidelines for implementing this policy is to, *"prevent, wherever possible, the blocking of views of the Hudson River from upland areas and the obliteration of the natural profile of the Eastern Palisade from the river."* It further notes that the PW-a and CD Districts, among others, *"are intended to accomplish this objective through limitation of heights and discouraging development on existing steep slopes but where development must take place on existing steep slopes discouraging cut and fill by building into the hillsides with the existing topography of the land."*

The developer further states in **2.3.1 Site Layout and Architectural Design** that: *"The site, currently occupied by the Mill Building (which will be demolished) is gently sloping towards the river. At the far eastern end of the site, the slope increases significantly and there is substantial vegetation and trees. The proposed building and garage will occupy most of the previously developed, flat area and push slightly into the hillside to the east and to the south."*

[Comment: The developer's proposal violates policy 25B since he intends to *"push slightly into the hill side to the east and to the south."* 2.1.2] [It would seem that some cutting and filling would be required to do this.] What exactly constitutes a slight push? In fact the developer states in the **2.4 Site Disturbance and Grading** section that: *"As currently proposed, the project (6 story apartment building on the 5.14 acre lower portion of the site) calls for 57,000 cubic yards of cut, 38,000 cubic yards of fill and 19,000 cubic yards of surplus material to be trucked off the site."* 2.4.4]

Comment: This is a major undertaking and even if approved, who and how would the amounts of cut, fill and other debris be verified? In the event this is permitted the developer must comply with all aspects of § 229-43 2.8.7 regarding the rock excavation requirements of the Village Code as well as with the § 229-44 concerning Backfilling.

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### **2.3.2 Open Space Areas That Will Be Visible From Off-Site**

*"An open-air pavilion is proposed to be located east of the roadway and southeast of the proposed residential building. See Figure 4, Layout Plan. This is also illustrated on Figure 7, View Looking North. The Applicant proposes to build the open-air pavilion on the project site in the front of the new development, featuring a series of informational signage documenting the history of the Brandreth Pill Factory."*

[Comment: Applicant should be required provide a sample or type of the "informational signage" and submit text to a competent historian to assure that it is historically accurate.] More importantly, what is the amount of open green space of this project. -2.9.4 -2.3.7

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#### **2.3.4 Building Elevations Relative to the Residential Property to the East**

*"Building elevations relative to the residential property to the east are shown on Figure 9, Cross Sections (Section B-B). The existing residence at 10 North Water Street has a first floor elevation just below the sixth floor elevation of the proposed residential building. Views to and from the east, south and west sides of the house will not be impacted from the proposed residential building. Only from the northerly side of the house (the side of the house with the carport and gazebo) would the proposed building be visible. From this perspective, during the winter "leaf-off" season, the top floor of the building would be visible, with obstructions due to the distance and dense vegetation between the proposed building and the single-family residence."*

Comment: As previously stated a more precise and detailed viewshed analysis of this buildings impact on 10 North Water Street is needed. A professionally developed viewshed analysis would show all the areas from which the building could be seen as well as any views that would be obscured from any particular location. In any event it is ludicrous for the developer to state that the views from my residence would only suffer "during the winter "leaf-off" season". This is a huge building that is close to my house and closer to my property line and I would have to keep blinds down all the time, regardless of the season to keep a modicum of privacy. 2.3.6

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#### **2.6.2.1 Existing Road Network**

Comment: Apparently, the developer's plan does not envision sidewalks along the North Water Street right of way to his property. This should be required for the safety of tenants and visitors to the site as well as for people who will need to connect with the Crawbuckie/Riverwalk trail beyond. 2.6.5

Comment: North Water "Street" is not actually an officially recognized municipal street at all as the developer contends but rather, a "right of way" that is commonly owned and used by various business owners and employees and customers to reach the businesses in this vicinity. As far, as is known, the developer owns only a portion of this right of way and he does not have the permission of the other owners to make the proposed 2.7.2

improvements nor has the Village given him the portion of the Water Street extension it owns. Furthermore, his proposed realignment of the road which envisions taking down part of the escarpment or plateau directly in front an existing building. This takedown or cut and its environmental impact is not addressed in this document.

2.9.2

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## 2.9 Historic Resources

Comment: It is ironic to say the least that the developer bases his decision to demolish the historic pill factory building on its *"poor condition, due mainly to water infiltration through the roof and window openings and water damage on the first floor that resulted from a pipe break."* The fact is that he allowed the building deteriorate by never repairing broken windows and doors or to do any maintenance whatsoever. In fact, he removed part of the metal roof that covered the building and made no effort to cover it with new roofing or a tarp to keep out the rain and snow. He also failed to drain water lines. The developer originally asserted that he wanted to preserve the façade and footprint of the building and repurpose it for an apartment complex. Frankly, this neglect constitutes a failure to exercise due diligence and by any standard is a strange approach to preserving and repurposing a historic building. Furthermore the developers SEIS should include provision for a historic structure report that provides documentary, graphic, and physical information about this buildings property's history and existing condition with "as built plans" so that there is a full and complete record of this unique and irreplaceable historical resource for future reference.

2.9.28

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### 2.9.2 Factors for Demolition

In this section, the developer poses his rational for demolishing the building stating that: *"The expenses to both stabilize the buildings and then to rehabilitate them for residential use would be extremely expensive."* In support of this statement he offers that: *"water infiltration through the roof, window openings, and interior flooding on the first floor over many years."* And he further states that: *"The structural assessment notes the extensive level of repairs that would need to take place to stabilize most of the buildings."*

Comment: Perhaps so but as previously noted this condition was created and abetted by the developer's neglect. The developer's rationale for demolishing this historic building is much like the one where a child who murders his parents cries out for sympathy because he is an orphan.

2.9.28

Regardless, the demolition and the cutting into the land in back of the factory building could destabilize my property and the developer should state what the impact of this procedure is on adjacent properties and also be required, if his application is approved, to file a detailed demolition plan. 2.4.3

Finally let me close by noting that it seems from this and other documents submitted that the developer has gone to great lengths to cite costs as his major argument for demolition and although he is entitled to a profit, it seems that only maximum profit will satisfy him. However, it has been well established by the courts, in the case of historic buildings, that owners must demonstrate to the satisfaction of the court that the structure or any part of it cannot be reused for a reasonable economic return. In any case I would respectfully request that any economic claims this or any other developer make should be carefully scrutinized for outright lies and exaggerations. 2.9.29

One more thing. This developer has tried to cloud the issue with claims that I as a member of the Historic Preservation Commission have "a conflict of interest" simply because I live adjacent to his property. However, NYS law as well as the Village ethics code clearly state what a conflict of interest is and I am not in any way shape or form violating these legally or morally. This allegation is false and the Village Attorney concurs. In any case, I have voluntarily removed myself from any deliberations of the Historic Preservation Commission on this matter. Nonetheless I still have a right to voice my concerns as the owner of a property that will be deleteriously impacted by Hidden Cove and urge you and the other members of the planning board to take my comments under serious advisement just as you would that of others who come before your body. 2.8.8

Sincerely yours,  
*Miguel Hernandez*  
Miguel Hernandez

**Flynn, Beth**

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**From:** Monastra, Valerie  
**Sent:** Monday, January 28, 2013 9:29 AM  
**To:** Flynn, Beth  
**Subject:** FW: e Brandreth Inlet  
**Attachments:** Brandreth Inlet.jpg

More comments.

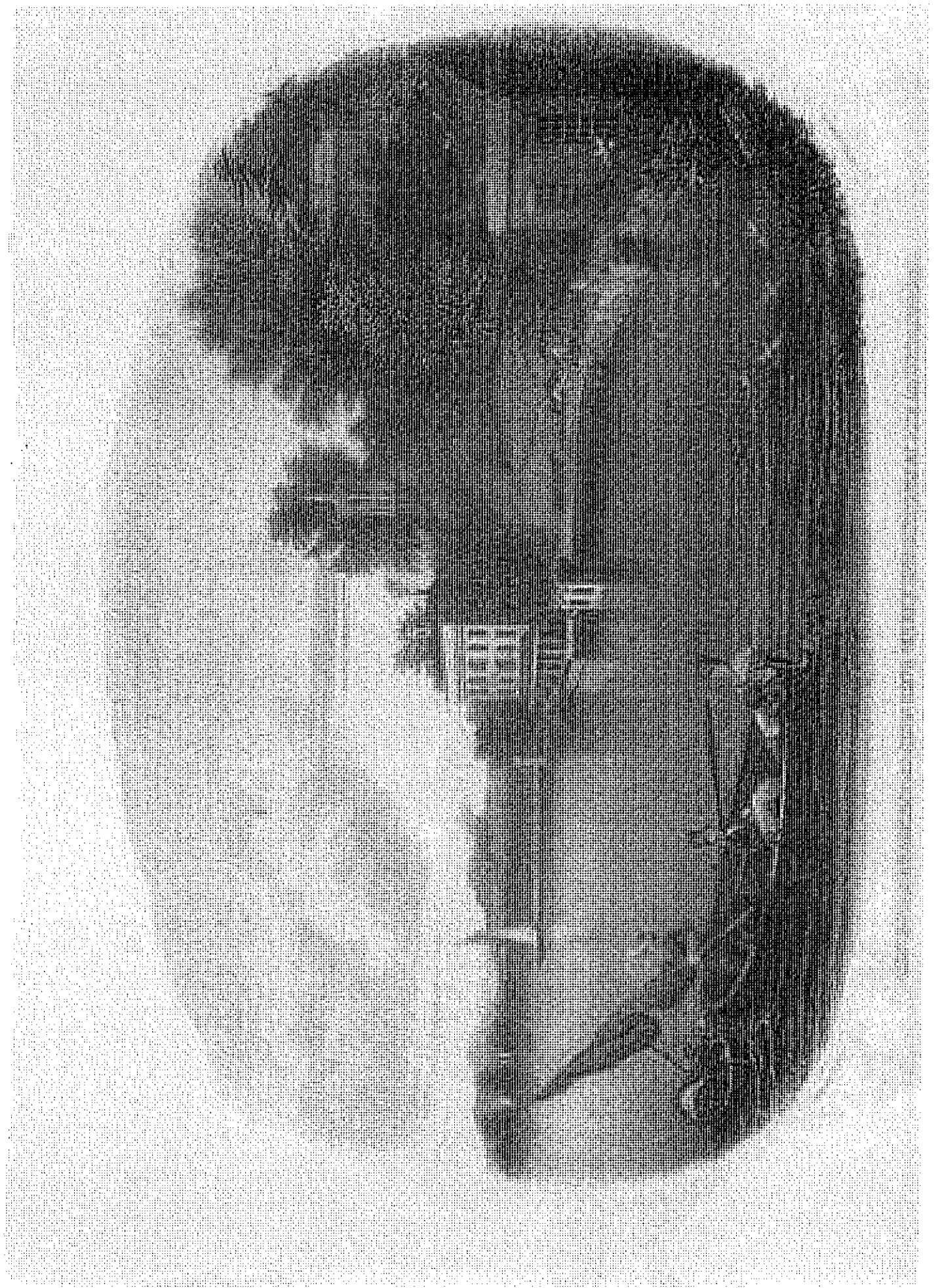
Valerie M. Monastra, AICP, Village Planner  
Village of Ossining  
(914) 762-6232  
(914) 762-6208 Fax  
[www.villageofossining.org](http://www.villageofossining.org)

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**From:** Miguel Hernandez [<mailto:miguel.hdz@verizon.net>]  
**Sent:** Sunday, January 27, 2013 10:11 AM  
**To:** [wundergal@earthlink.net](mailto:wundergal@earthlink.net); Monastra, Valerie  
**Subject:** e Brandreth Inlet

Gerry, thanks for the image of image of what I call the "Brandreth Inlet." Here is another one. As you noted this was filled in, as was the "meadow" just to the south of Diamond Dairy parking lot. The stream that flows beneath the factory intersects this meadow and empties into the Hudson via a culvert under the tracks. As I understand it the proposed Hidden Cove Building would be built over this stream. Don't quite understand what measures Stolatis is taking to protect this stream during the demolition of the BPF and the construction new building. This is not addressed in the SEIS. Wondering if the US Corps of Engineers and/or NY State DEC has to issue permits for any work on or near streams. Because of its proximity to the Hudson this stream is affected by its tides so it seems to me that any demolition or construction on or near it would have to be addressed and in consonance with the applicable regulations. 2.5.13

Miguel



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January 27, 2014

VIA EMAIL: [PDHollis@smhattorneys.com](mailto:PDHollis@smhattorneys.com)

P. Daniel Hollis, Esq.  
Shamberg, Marwell, Davis & Hollis PC  
55 Smith Avenue  
Mt. Kisco, New York 10549

**Re: Hidden Cove**

Dear Dan:

This is to follow up our recent discussions regarding the Hidden Cove application.

First, this is to confirm our agreement that we are trying to resolve issues between your client and the Board, and neither party will use anything contained in this letter nor anything in our discussions about potential plan modifications—which might change certain aspects of the FEIS process which has been mapped out to date—against the other in any litigation.

The plan issues the Board would like your client to address are as follows:

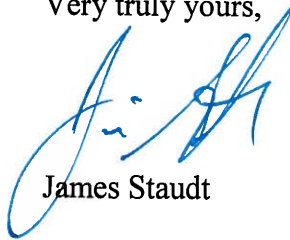
- The administrative office building should be maintained as part of the site plan.
- Look at alternatives to incorporating the façade of the Brandreth Pill factory building into the new building.
- Consider siting the building back to incorporate the first two bullet points and consider tiering the structure with the bulk located on the eastern part of the property. Currently, there is no diversity in scale.
- The design is not sympathetic to the site or the historical character of the area.
- Need to incorporate more creative parking solutions which could include mechanized parking systems to reduce building bulk resulting from conventional parking structures.

- The proposed roadway currently cuts a green area. Consider maintaining the current road location in this area, or some alteration thereof that does not interfere with the green space currently located west of the existing roadway, and incorporate that green area into the site plan.
- Be prepared to discuss the density bonuses and how this building will meet the LEED standards required for the special permit.

If your client is amenable to substantively working on these issues, the next step would be for us to set up a work session with the Board to move forward.

I look forward to hearing back from you.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'James Staudt', is written over the typed name.

James Staudt

JS:ds