

**EXTENSION OF TIME FOR TO SUBMIT PROPOSALS FOR  
DEVELOPMENT IN THE VILLAGE OF PORT WASHINGTON NORTH  
FOR THE SALE OF 7.45 ACRES OF PRIME VACANT LAND**

The Village of Port Washington North has extended the time due to the recent storm "Sandy" for developers and other individuals/entities to submit proposals for the purchase and development of approximately 7.45 acres of vacant land in the Village of Port Washington North, Town of North Hempstead, designated on the Nassau County Tax Map as Section 4, Block 28, Lot 82. The Village is selling the land and is interested in working with the winning developer, and will entertain all ideas for the development of the land that enhances and benefits the community. The parcel has been previously approved for 44 senior townhouses, but all ideas will be entertained by the Village. The extension of time allows those entities that were unable to complete the process due to the recent storm and subsequent damage to submit their proposals. The date for the submission of proposals has been extended to January 31, 2013 at 12:00 noon.

Interested parties may pick up the Request for Development Proposal either at Port Washington North Village Hall located at 71 Old Shore Road, Port Washington, New York 11050 or through Email through the Village of Port Washington North website at <http://www.portwashingtonnorth.org>. Interested parties may also call the Village Clerk Palma Torrisi at 516-883-5900 to obtain a packet. All proposals must be received no later than January 31, 2013 at 12:00 noon at Village Hall.

Port Washington, New York  
Dated: December 4, 2012

By Order of the Board of Trustees  
VILLAGE OF PORT WASHINGTON NORTH  
Palma Torrisi, Village Clerk

**Request for Development Proposals for  
7.45 Acres (approximate)  
Incorporated Village of Port Washington North,  
Port Washington, New York**

**Issued By:**

**Incorporated Village of Port Washington North**

October 9, 2012

## **1. INTRODUCTION**

The Incorporated Village of Port Washington North (the "Village"), hereby request proposals for the development of that parcel located in the Village of Port Washington North, Town of North Hempstead, New York designated on the Nassau County Land and Tax Map as section 4, Block 28, Lot 82, all as more particularly described as Exhibit "A" attached hereto (as "the Nassau County Tax Map"). The approximate acres of land being offered is 7.45 acres (324,541 square feet) which has previously been approved for development for 44 attached townhouses, owner occupied and a 55 and over community. The approval included a community center and a gate house. However, the Village will entertain other proposals that are distinct and different then the previously approved development of 44 attached townhouses. All other proposals that deviate from what has been previously approved will be considered by the Village. The property is zoned Apartment District Zone.

All responding developers shall be solely responsible for any and all costs incurred by them in responding to this request for development proposals ("RFP").

## **2. VILLAGE OF PORT WASHINGTON NORTH OVERVIEW**

The Village of Port Washington North is located in Port Washington, New York, Town of North Hempstead, County of Nassau. The Village of Port Washington North is a compact, suburban community of approximately 315 acres (0.5 square miles) located within the northwest portion of Nassau County and situated on the cow neck peninsula. According to the U.S. Census Bureau, the Village's population totaled 3,154 persons in 2010. The Village is boarded by the Village of Sands Point, the hamlet of Port Washington, the Village of Baxter Estates and the Village of Manorhaven. The Village enjoys and benefits from its status as one of Long Island's leading waterfront communities. The unique character of this 75 year old Village is its significant proximity to Manhasset Bay. The Village enjoys a variety of shopping areas and a variety of parks and recreational facilities. The Village is close to the Long Island Railroad and commuting to New York City is approximately 35 minutes by rail. Residents of this project would attend schools in the prestigious Port Washington Union Free School District. The Guggenheim Elementary School is 0.6 miles from the proposed development and Paul D. Schreiber Senior High School is 1.8 miles from the development. The property abuts single family residences and the headquarters for Publisher's Clearinghouse. The property is lightly wooded with a gentle change in grade. The proposed development has been previously approved by the Nassau County Planning Commission and for connection to the Port Washington Water District and the Port Washington Water Pollution Control District.

## **3. ZONING AND PLANNING**

The Development Site is located in the Apartment Zone District. This District permits the as of right development of multiple dwellings and apartment houses, as well as a community or group garage. The multiple dwellings or apartment houses may occupy up to 45% of the lot area or 146,043 square feet. The Apartment Zone District allows for the construction of buildings up to 2 1/2 stories or 31 feet in height. The zoning district permits a front yard setback of 15 feet, a

rear setback of 25 feet, and two side yards of a minimum of 15 feet each. The zoning district requires that one hard surfaced off street parking space of at least 200 square feet be provided for each dwelling unit. It is recommended that any bidder review the Code of the Village of Port Washington North for further review of the zoning requirements for the zoning district

#### **4. THE DEVELOPMENT SITE: PREVIOUSLY APPROVED SUBDIVISION**

The Village of Port Washington North has legal title to the property. The Development Site was previously approved on March 5, 2008 by the Village of Port Washington North Planning Board for preliminary and final approval for subdivision of the subject parcel into 44 lots as residential property plus a club house. In addition the planning Board granted a variance reducing the required rear yard setback from 25 feet to 20 feet. Hereto as Exhibit "B" attached is a copy of the Planning Board Decision. On December 19, 2007, The Nassau County Planning Commission by Resolution 9339-07 approved the subdivision and a Certificate of Approval of Realty Subdivision Plans was issued June 3, 2009. The approval is set to expire on June 3, 2014. A copy of the approval is hereto attached as Exhibit "C". The Port Washington Water District issued a letter dated July 31, 2008, informing the Village that it was willing to supply water to the proposed development. A copy of the letter is attached hereto as Exhibit "D. Finally, Phase I Environmental Site Assessment and Phase II Environmental Site Assessment was completed by Freudenthal & Elkowitz Consultant Group, Inc., An Environmental analysis dated March 2007 is attached hereto as Exhibit "E". It is expressly advised that all of the approvals and Environmentals as listed were for a former project. It is up to each individual bidder to due its own due diligence with regard to approvals and any new proposed development may require its own approvals. The Village of Port Washington North lists the above approvals for information only and makes no representations regarding additional approvals or re-approvals.

#### **5. THE DEVELOPMENT SITE: ADVANTAGES & OPPORTUNITIES**

The Development Site presents a unique opportunity for investment in a unique suburban setting, close to the LIRR and close to New York City. The Village of Port Washington North, the seller is motivated to work with the bidder in creating a community that fits into the character of the Village. Moreover, the proposed development is located in one of Long Island's most attractive shopping, dining, historic and cultural destinations. In addition, the property is easily accessible to and from major regional highways, as well as major local thoroughfares. Access is provided from the Long Island Expressway, Northern State Parkway and Route 25A.

#### **6. PROJECT SCOPE & DEVELOPMENT OPTIONS**

A responding developer should submit a proposal in keeping with one of the below described options.

#### **7. OPEN PROPOSAL**

The Village of Port Washington North seeks proposals from bidders to purchase aforesaid land and come forward with creative and high quality plans to construct and develop

the land. The Village is entertaining ideas and interested in working with and cooperating with the bidder in developing the land that will enhance the Village and surrounding area. The interested bidder may submit alternative plans to those that have previously been approved. The site has been previously approved for the construction of 44 attached Townhouses (owner occupied with at least one owner over the age of 55), apartments or other buildings that are permitted under the zoning code. However, the Village will entertain alternative proposals from the bidders. Furthermore, the bidder should state in their proposal the length of time it will take them to close this transaction. The Village will take into consideration the bidders anticipated closing date as a factor in awarding a particular bidder. The developer should have experience in constructing developments and interested parties should submit their experience including but not limited to past developments that they have been involved with. In addition, The Village of Port Washington North will accept alternative proposals that may be suitable for the area, but may need additional variances, site plan review and or other approvals from the Zoning Board, Planning Board and/or Board of Trustees. The Village of Port Washington North will entertain alternative proposals that benefit the Village of Port Washington North and its residents. The ideal development should be neighborhood friendly and conforms to the goals and character of the Village. The Village will entertain and accept proposals that are different than the senior town house concept and will accept proposals for larger or smaller development subject to the approvals of the Village, Town, County and State and other agencies needed to approve this development.

**8. CONVEYANCE OF DEVELOPMENT SITE AND CONSTRUCTION :**

Village shall convey and winning bidder shall accept marketable title to the land free and clear of all liens and encumbrances.

The developer shall be responsible for preparing and submitting a site plan to the Village Engineer or a designee of the Village. The developer shall be responsible to obtain all building permits and the developer shall be responsible to obtain all necessary zoning variances and special use permits, and for all site plan development, including design and approval by all authorities with jurisdiction over curb cut(s), lighting, buffers and buffered landscaping, unpaved landscaped areas, dumpster location(s), sidewalks, subsurface and above ground utilities, drainage, paving, striping, signage, and ADA compliance. The developer must be aware that adjacent site work to the public roads and rights of way may also be required as part of the developer's responsibilities for construction of the building.

The selected developer should refer to the Village Code for specifications and regulations, and should prepare its architectural plans in accordance with the code.

Once constructed, the developer will be responsible for the management, operation, and maintenance of the Building and Development Site, including its facilities, landscaping, and improvements.

Said selected developer shall demonstrate to the satisfaction of the Village that they have the financial means to close the transaction and obtain the financing needed to complete the

purchase of the property. Additionally, the bidder should demonstrate that the have the financial capabilities to complete the construction pursuant to its proposal and site plan.

**9. PURCHASE PRICE**

The purchase price for the Development Site is \$ \_\_\_\_\_

Which should be payable as follows:

\_\_\_\_\_ percent of the purchase price the sum of \$ \_\_\_\_\_ at contract by bank cashier's check, certified check to be held in escrow pending the closing of the transaction.

The balance of the purchase price the sum of \$ \_\_\_\_\_ shall be paid at the closing by bank cashier's check, certified check wire transfer

TOTAL PURCHASE PRICE:\$ \_\_\_\_\_.

**10. RESPONSE AND PROPOSAL CONTENT**

Developers are also required to submit the following information in sufficient detail to enable the Village to give consideration to their proposals.

**A. Qualification of Developer**

1. A detailed narrative statement describing the previous experience of the developer and project team, especially with regard to projects that are relevant to the development proposed here and emphasizing aspects in which the developer's qualifications are believed to be exceptional or unique.

2. Examples of relevant projects undertaken by the proposed developer, including the dollar value of the development and the name, address, and telephone number of the project manager. A summary of three (3) development projects that the firm has completed (including the project name and a brief project description) should be provided. In addition, information as to any relevant projects the responding developer's architects and engineers have completed, even if commissioned by another entity, may be submitted.

Relevant qualifications and experience should include a range of development experiences, with particular importance place on, but not limited to, the following:

- Development and construction of townhouse apartments for senior living
- Specific experience of the developer and development team to site development on Long Island or a similar suburban community

- The team should demonstrate considerable architectural and engineering design experience with (i) out of the ground development and (ii) government review and approval, including with Town, County, and State agencies involved in the pre-construction and construction permitting and approval process for new or redeveloped buildings

3. A statement of the names, the experience, of the project team members, including, if applicable, architects, engineers, contractors, real estate management firms, attorneys, financial advisor, and accountants. If this team has worked together before, please indicate length of this association.

4. A statement by three (3) references indicating the proposing developer's qualifications for selection.

**B. Site Planning and Design**

1. Provide a conceptual design or preliminary elevations for the contemplated development including, without limitation, façade, layout, and layout of residential uses.

2. A proposed timetable for the design and construction period, and anticipated occupancy date(s). Include in the schedule time for permitting, appropriate governmental approvals, etc.

**C. Economic Feasibility and Financial Disclosure**

1. An estimate of construction costs and a detailed development budget.

2. A detailed "Sources and Uses" Statement clearly identifying the amount of debt and equity financing by source, along with evidence of the firm's ability to obtain or provide the necessary financing proposed in the development budget (including both construction financing and long-term financing). Responding developers should secure the participation of financial institutions in the preparation and submission of the firm's response to the RFP.

3. Evidence of financing demonstrating the financial ability of the developer to purchase the Development Site and complete the proposed development.

4. Disclosure of terms and sources for all debt must be included, along with identification of the lender and the lender's contact information. A commitment letter from a lending institution is highly desirable.

5. Evidence of the responding developer's ability to make the equity down payment.

6. Bank and credit reference contact name, telephone and email address.

7. A copy of responding developers, or its parent entity's, audited financial statements for the past two (2) years, if any.

8. Construction plans, including sequencing and overall logistics and a timeline with milestones, and information regarding the construction management or general contracting firm and key individuals involved in the project.

9. Provide a description of how the responding firm will secure the lien-free completion of the redevelopment project to the satisfaction of the Project Sponsors, such as, for example, by personal guarantees, surety bonds, letters of credit, and the like.

10. Provide an operating plan for the ongoing building management, indicating the managing agent that will be retained for the property or indicate if the property will be self-managed by the developer.

11. Provide a narrative detailing the developer's experience with the development and management of residential uses.

**D. Purchasing Entity**

1. Name of purchasing entity.

2. Business type of purchasing entity (e.g., corporation, general partnership, limited partnership, limited liability company, not-for-profit corporation, etc.), and state of formation. If a foreign entity, please provide date the entity became qualified to conduct business within the State of New York. List of principal shareholders, members or partners, if any, that is persons who own five (5%) percent or more of equity in the purchasing entity. For all persons, or group of persons that own an interest equal to or greater than fifty (50%) percent of the purchasing entity (a "Controlling Interest"), please provide a list of all other entities which are related to the purchasing entity by virtue of such persons or group of persons' ownership of a Controlling Interest in such entities.

3. List all other entities to which the purchasing entity is related by reason of fifty (50%) percent or more of common ownership, whether by a Controlling Interest or otherwise.

4. List any parent corporation, and all affiliates and subsidiaries of the purchasing entity.

5. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities is involved in any litigation that would have a material adverse effect on the proposed project, the purchasing entity's financial condition or the financial condition of said entity's principals, please describe the nature and details of such litigation.

6. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities, or any other business with which such entities, persons or principal(s) have been connected, have ever been involved, as debtor, in a bankruptcy, creditors rights or receivership proceeding or sought protection from creditors, please indicate and provide details of same.

7. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities has ever been convicted of a felony or misdemeanor (other than minor traffic offenses), or if any such related person or principal ever held a position or ownership interest in any firm or corporation convicted of a felony or misdemeanor, please indicate and provide details of same.

8. If any member of the developer's project team (including any related entity or person) or any principal(s) of the developer's project team or its related entities are a party to any pending criminal proceeding (other than minor traffic offenses), or if any such related persons or principal(s) held positions or ownership interests in any firm or corporation that is currently a party to a pending criminal proceeding (other than minor traffic offenses), please indicate and provide details of same.

9. If any member of the developer's project team (including any related entity or person) or any principal of the developer's project team or its related entities, or any other concern with which such entities, person or principal has been connected with or cited for a violation of Federal, State or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices, please indicate and provide details of same.

10. For each principal (including, in the case of corporations, officers and members of the board of directors) of the purchasing entity, please provide name, title, social security number and other business affiliations.

11. If any of the principals listed in the preceding item number 10 above has ever held elected or appointive public positions, please indicate and provide details of same.

12. If any of the principals listed in the preceding item number 10 are employed by any Federal, State or local government or any agency, authority, department, board, or commission thereof or any other governmental or quasi-governmental organization, please indicate and provide details of same.

**E. Conflicts of Interest**

To the best of your reasonable knowledge, please disclose any actual or apparent conflict of interest that may exist between any of your employees or subcontractors (including any immediate family members thereof) intended to be utilized on the development project and any employee of the Project Sponsors and any elected officials of the Village (including any

immediate family members thereof). If a potential conflict exists, please disclose all information related to the potential conflict.

### **Pending Litigation; Deal Termination**

Please disclose any pending litigation and/or action by any oversight body that could have any adverse material impact on your ability to develop the Development Site pursuant to the requirements of this RFP. Likewise, please disclose any prior contract or development opportunity terminated for any reasons, and provide a detailed explanation for the termination.

## **7. SELECTION CRITERIA**

Each responding developer will be evaluated based on the information submitted, on follow-up interviews, and on information gathered upon investigation into the developer's integrity, reputation and past performance. Submitted proposals will be judged based on the following factors:

### **A. Vision for the Development Project and Consistency with RFP**

Overall appeal of development plan, and vision and consistency with the objectives set forth in this RFP.

Identification of relevant issues, constraints, and challenges in carrying out the proposed development vision.

Strength and feasibility of financing and development strategy.

### **B. Development Team Experience and Qualifications.**

Competitive advantage in executing the contemplated financing and development strategy.

Demonstration of key strengths, skills and competencies.

Successful completion, marketing and lease-up of comparable projects.

Operating capabilities and experience with small-scale buildings.

Experience working with a variety of financing tools in complex capital structures.

Quality of past projects, including, without limitation, architectural design quality.

Demonstrated ability to overcome expected and unexpected challenges.

Timeliness of performance on past projects.

### **C. Financial Capacity.**

Financial soundness and integrity.

1. Demonstrated ability to finance or otherwise fund the redevelopment project.

2. Demonstrated ability to pay the down payment amount.

3. Demonstrated ability to obtain debt and equity for past projects.
4. Ability and willingness to provide sufficient capital to complete necessary pre-development activities and the proposed development plan.

## **11. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA AND SUPPLEMENTS**

Proposals should provide a clear and concise demonstration of the responding developer's capability of satisfying the requirements and objectives of this RFP. Proposals need not be elaborate or costly, but should be prepared in a professional manner. Proposals may include any background or other supporting information that the responding developer feels important, and must include, at a minimum, the response requirements listed in Article 10 of this RFP.

The Village will not be limited solely to the information provided by the responding developer, but may utilize other sources of information useful in evaluating the capabilities of the developer and the proposal. Special or unique capabilities or advantages of the developer should be clearly stated in the proposal.

### **A. SUBMISSION REQUIREMENTS**

#### **1. Required Submissions**

a) Two (2) originals plus six (6) copies of each proposal must be submitted to Palma Torrisi, Village Clerk, on or before 2:00 p.m. on December 18, 2012, in sealed envelopes or packages and clearly marked as to their contents.

b) One (1) complete electronic copy of the proposal, submitted on a Microsoft Windows compatible CD.

The package must be sealed and marked RFP Materials: Purchase of Property, and be delivered to the Village Clerk at Village of Port Washington North Village Hall located at 71 Old Shore Road., Port Washington, New York 11050. Telephone number 516-883-5900.

#### **2. Administrative**

a) An officer authorized to make a binding, contractual commitment for the firm submitting a proposal, shall sign each proposal.

b) Acknowledgement of all addenda issued by the Project Sponsors shall be included in each proposal.

c) Additional information or modifications to proposals may be requested from any prospective developer.

d) Oral, facsimile, telegraphic, electronic mail or mail-gram proposals will not be accepted.

e) Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be accepted.

f) Failure to submit a proposal in the manner described above may result in the proposal being rejected as unresponsive.

#### **B. PROPOSAL ACCEPTANCE**

To be considered, responding developers shall submit a complete, written response to this RFP, including any addenda issued in response to questions and inquiries. It is essential that each developer adhere to these guidelines and the proposal contents listed hereof. Failure to do so may be grounds for rejection of the proposal.

The Village will review submissions, and responding developers will be notified in writing of acceptance.

#### **C. SUBMISSIONS**

No materials submitted in response to this RFP will be returned. Instead, all information contained in the RFP, including the RFP itself, and all developer responses shall property of the Village. The RFP is not to be distributed or reproduced other than for the purpose of formulating the developer's response to the RFP.

#### **D. MODIFICATION TO RFP; ADDENDA AND SUPPLEMENTS TO THE RFP**

The Village reserve the right (i) to amend, modify, or withdraw this RFP, (ii) to revise any requirements this RFP, (iii) to require supplemental statements or information from any responding developer, (iv) to accept or request any or all responses hereto, (v) to extend the deadline for submission of responses thereto, (vi) to negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (vii) to cancel this RFP, in whole, or in part, if the Project Sponsors deem it to be in their best interest. The Village may exercise the foregoing rights at any time without notice and without liability to any responding developer or any other party for their expenses incurred in the preparation of the responses hereto or otherwise. As stated elsewhere herein, responses to this RFP will be prepared at the sole cost and expense of the responding firm(s).

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all developers who received and/or responded to the initial RFP.

#### **E. CANCELLATION OF THE RFP; REJECTION OF ALL PROPOSALS**

The issuance of this RFP and the submission of responses to it to the Village shall not obligate the Village in any manner. Legal obligations will only arise upon the execution of the Land Disposition Agreement described herein.

As stated above, the Village may, in their sole discretion, cancel this RFP, in whole or in part, or reject all proposals submitted when this action is determined to be in the best interest of the Project Sponsors.

## **12. ORAL PRESENTATIONS**

The Village, in their sole discretion, may invite one or more developers to make oral presentations to clarify submitted proposals.

## **13. LAND DISPOSITION AGREEMENT**

A. It is anticipated that once a developer is selected, the Village and the selected developer shall enter into a letter of intent (the "Letter of Intent"), which shall outline the basic business and legal terms for development and later operation of the Development Site.

B. Following execution of the Letter of Intent as described above, the Village and selected developer shall enter into a contract known as a "Land Disposition Agreement" (LDA), setting forth the full terms and conditions of sale of the Development Site. The Village Board must approve said agreement by its adoption of a resolution to that effect. The LDA, will, upon its execution, require the selected developer to submit a down payment.

C. The selected developer will also be required to pay all of the fees for the sale of the land including but not limited to the transfer tax.

## **14. RIGHTS RESERVED BY THE PROJECT SPONSORS**

The Village reserves the right in their sole discretion to recommend the awarding of a contract related to this RFP based upon the written proposals received by the Village without prior discussion or negotiation with respect to those proposals. All portions of this RFP will be considered part of the contract and will be incorporated by reference. Any contract awarded by the Village in connection with the RFP will be subject to approvals as required by applicable Federal, State or local laws, rules, regulations and ordinances.

As part of the evaluation process, the Village specifically reserves the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP.

The Village also reserve the right to refuse to approve any such drawings, plans or specifications that are not suitable or desirable, in their sole opinion, for aesthetic or functional reasons; and, in so reviewing such drawings, plans and specifications, they shall have the right to take into consideration, but shall not be limited to, the suitability of the site plan, architectural treatment, building plans and elevations, materials and color, construction details, access, and

parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, design of streetscape, and the harmony of the plan with the surroundings.

The Village reserves the right to request additional information from any or all prospective developers if necessary to clarify information contained in the proposal.

**15. FURTHER CONDITIONS, TERMS AND LIMITATIONS**

This RFP is subject to the specific conditions, terms and limitations stated below.

A. Each developer response must be authorized by the responding developer and a principal of the firm that comprises the development team. If the response is being made by a corporation or a limited liability company, it must be authorized by the corporation's board of directors or the limited liability company's manager, and must be executed by an authorized agent of the responding corporation or limited liability Company, as the case may be. If the response is being made by a partnership, it must contain the names of the partner(s), and it must be executed by a partner with the authority to execute such response on behalf of the partnership. All signatures must be accompanied by a printed name and title.

B. The property shall be disposed of in "as is" condition, and the Village make no representations whatsoever as to the physical condition of the property site or the structures thereon or its suitability for any specific uses.

C. The proposed development shall conform, and be subject, to the provisions of applicable Village zoning regulations and any and all other applicable Federal, State and local laws, regulations and ordinances, as the same may be amended from time-to-time.

D. Valid permits and approvals, as required by applicable Federal, State and local departments and agencies, shall be obtained by the selected developer prior to commencing onsite work.

E. The continuation of negotiations with a responding developer will depend upon satisfaction of the review requirements described in this RFP, and will be subject to a collective review by the Village. The property shall be conveyed pursuant and subject to the provisions of an LDA between the Village and selected developer, subject to any required Federal or State approval.

F. No transaction will be consummated if any principal of the responding developer with whom the Village has commenced negotiations is in arrears, or in default upon any debt, lease, contract or obligation to any of the Project Sponsors, including, without limitation, real estate taxes and any other municipal liens or charges. The Project Sponsors reserve the right not to review any proposal by any such developer.

G. No commission for brokerage or any other fee or compensation shall be due or payable by the Village, and the submission of a proposal will constitute the responding developer's undertaking to indemnify and hold the Village harmless from and against any such

claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the responding developer, the selection of the responding developer's submission and an invitation to the responding developer to respond to this RFP, the conditional designation of a responding developer pursuant to this RFP, or the sale of a property site.

H. The Village shall not be obligated to pay, nor shall they in fact pay, any costs or losses incurred by any responding developer at any time, including any costs incurred by the responding developer in connection with the responding developer's response to this RFP.

I. This RFP does not represent any obligation or agreement whatsoever on the part of the Project Sponsors, which may only be incurred or entered into by written agreement, subject to any applicable Federal or State approval.

J. Selection of a responding developer's proposal will not create any rights on the responding developer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the Deed, LDA, all related documents are fully executed and approved. The terms of the Deed and the LDA, after execution, shall govern the relationship between the Village and the selected developer. In the event of any variance between the terms of this RFP and the Deed and/or the LDA, the terms of the Deed and/or Land Disposition Agreement shall govern.

K. The Village reserve the right, in their sole and absolute discretion and at any time, to reject any or all proposals, to withdraw this RFP, to negotiate with one or more responding developer, and/or to negotiate and dispose of the property site on terms other than those set forth herein (including, without limitation, to parties other than those responding to this RFP). The Project Sponsors likewise reserve the right, at any time, to waive compliance with, or to change any of the terms and conditions of, this RFP, or to entertain modifications or additions to the selected proposal.

L. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualifications of any responding developer, will be within the sole and absolute discretion of the Village.

M. The Village advises all responding developers that there is no legal obligation on the part of the Village to use the proposals submitted pursuant to this RFP as a basis for negotiation with such responding developers.

N. This RFP and any agreement resulting therefrom are subject to all applicable laws, rules and regulations promulgated by any Federal, State or local authority having jurisdiction over the subject matter thereof, as the same may be amended from time-to-time.

O. Responses to this RFP are to be valid and irrevocable for a period of one hundred twenty (120) days following the final date of submission of proposal set forth herein. The period may be extended by written mutual agreement between the Project Sponsors and the selected developer.

**16. ADMINISTRATIVE INFORMATION**

**A. ISSUE DATE**

The issue date of this RFP is October 15, 2012 via publication at the Village of Port Washington North website, at Village Hall and publication through the official newspaper of the Village of Port Washington under "Bids & RFPS" and by distribution to interested developers via email.

**B. ISSUING OFFICE**

This RFP is issued by the Village of Port Washington North.

**C. DEVELOPMENT SITE VISIT**

A developer may visit the site upon written request to the Village Clerk and upon appointment only.

**D. CLOSING DATE FOR RECEIPT OF PROPOSALS**

The closing date for receipt of proposals is 2:00 p.m., Tuesday, December 18, 2012. Respondents submitting their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt on or before the time and date stated above by the individual stated below.

**E. WHERE TO SUBMIT PROPOSALS**

All proposals whether mailed, sent by delivery service, or hand delivered, must be delivered to:

Palma Torrisi, Village Clerk  
Village of Port Washington North  
71 Old Shore Road  
Port Washington, New York 11050

**F. PUBLIC OPENINGS OF PROPOSALS**

Proposals will not be opened publicly.

**G. EXPENSES INCURRED BY DEVELOPER**

The Village shall NOT be responsible for any cost incurred by any proposing developer in preparing and submitting a proposal or any requested supplemental information in response to the RFP.

**H. DURATION OF PROPOSAL**

As indicated above, proposals are to be valid and irrevocable for a period of one hundred and twenty (120) days following final date for submission of proposals.

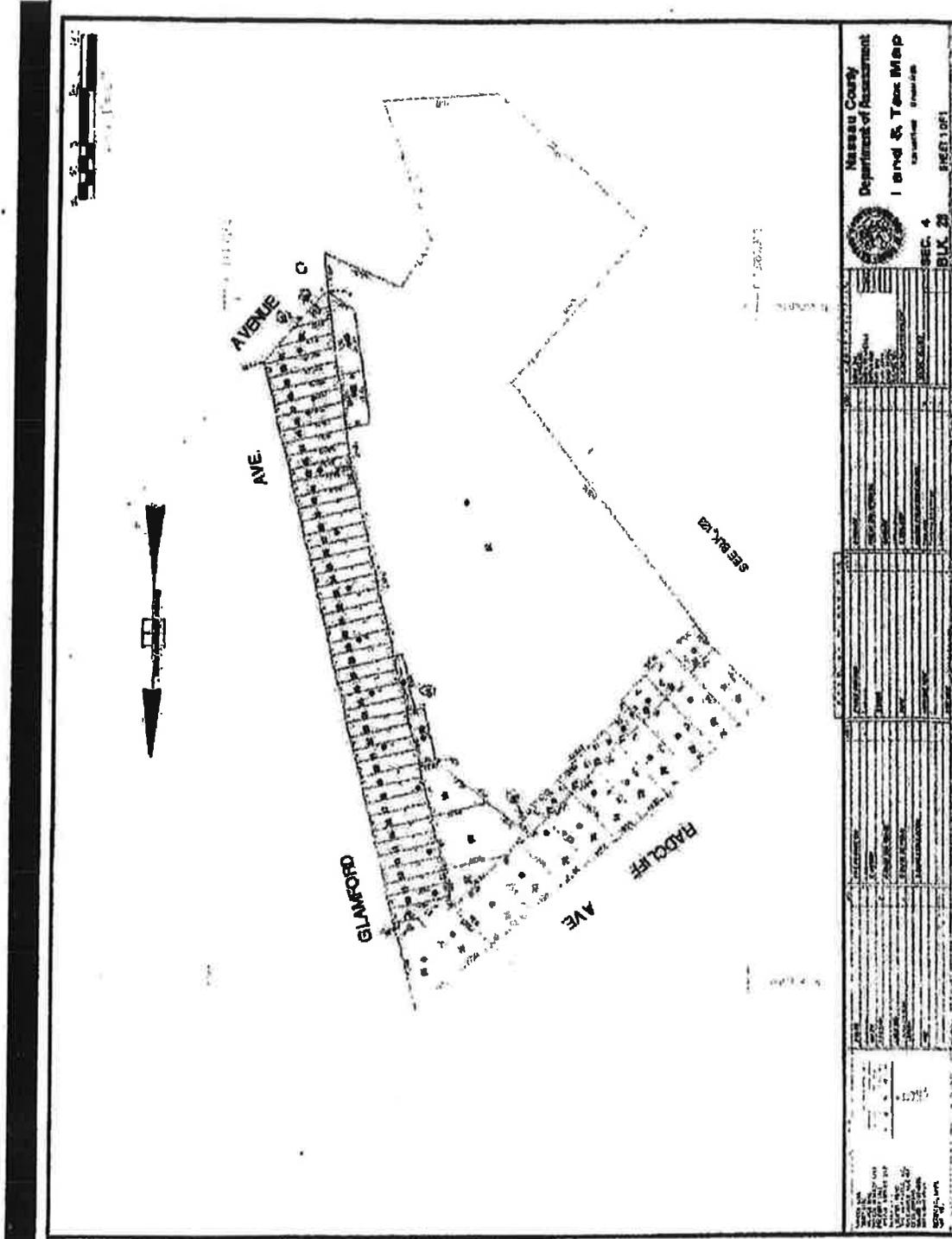
**I. PUBLIC INFORMATION ACT NOTICE**

Respondents should give specific attention to identifying those portions of their proposals that they deem to be confidential, proprietary information, or trade secrets and provide any justification of why such material, upon request, should not be disclosed by the Village under the Freedom of Information Law of the State of New York.

**J. COMPLIANCE WITH THE LAW**

By submitting an offer in response to this RFP, the proposed developer selected for an award agrees that it will comply with all Federal, State, County and local laws, rules, regulations and ordinances applicable to its activities and obligations under this RFP and any applicable contractual agreements.

**EXHIBIT "A"**



# **EXHIBIT "B"**

VILLAGE OF PORT WASHINGTON NORTH PLANNING BOARD  
RESOLUTIONS FOR COMBINED PRELIMINARY AND  
FINAL SUBDIVISION APPROVAL FOR APPLICATION OF  
SHREE GANESH REALTY, LLC,  
MAP OF THE OASIS AT PORT WASHINGTON NORTH

(Public Hearings - November 19, 2007 and March 5, 2008)  
(as adopted March 5, 2008)

COMBINED PRELIMINARY AND FINAL SUBDIVISION APPROVAL

WHEREAS, the Planning Board of the Village of Port Washington North (hereinafter the "Planning Board") is considering an application for subdivision of the map of "The Oasis at Port Washington North" (the "Application") where the affected property consists of approximately 7.5 acres and is situate south of Radcliff Avenue and northwest of Valley Road in the Village of Port Washington North, Nassau County, New York, and further identified as Section 4, Block J, part of Lot 754, on the Land and Tax Map of Nassau County (the "Subject Parcel"); and

WHEREAS, the proposed action includes the development of a 44-unit age restricted community plus a clubhouse and associated appurtenances to be served by public water and a publicly-owned sewage treatment works; and

WHEREAS, the Planning Board has declared itself lead agency for the proposed action, pursuant to the implementing regulations of the State Environmental Quality Review Act, specifically 6 NYCRR §617.6(b)(4); and

WHEREAS, the Planning Board, as lead agency, has caused to be prepared Parts 1 and 2 of an Environmental Assessment Form ("EAF") to evaluate potential significant adverse environmental impacts associated with the proposed action, has reviewed the aforesaid EAF and agrees with the contents thereof, and has also reviewed the *Environmental Analysis, 8.0 Acre Parcel South of Radcliff Avenue and Northwest of Valley Road, 11.0 Acre Parcel at Two Channel Drive, 4.5 Acre Parcel to the North of 11.0 Acre Parcel, Village of Port Washington North, Nassau County, New York* (prepared for the Board of Trustees) and has heard the testimony of various parties; and

WHEREAS, the Planning Board, as lead agency for the action contemplated herein, after review of the proposed action, 6 NYCRR §617.4 and 6 NYCRR §617.5, the EAF, other relevant documents, and testimony received, has previously determined that the above-described project is an Unlisted action and has determined that the proposed action will not result in significant adverse impacts to the environment and adopted a Negative Declaration; and

WHEREAS, the Planning Board has conducted a public hearing with respect to said application, and has reviewed all materials submitted in connection with the application, as well as all materials submitted by, and testimony received from, persons in support of and in opposition to the application; and

WHEREAS, the Planning Board has considered the application and the subdivision map and revisions thereto, and all statements and data submitted to the Planning Board with respect to them; and

WHEREAS, the members of the Board have inspected the property or are otherwise familiar with the Premises and the surrounding area; and

WHEREAS, two public hearings were held with respect to the application and subdivision map and all people present at the hearings were heard or were given an opportunity to be heard; and

WHEREAS, the subdivision map is entitled:

**MAP OF THE OASIS AT PORT WASHINGTON NORTH**

situate Incorporated Village of Port Washington North, Town of North Hempstead, County of Nassau, State of New York, dated January 29, 2008, signed and sealed by Barrett Bonacci & Van Weele, P.C., Licensed Land Surveyors, having an office at 175A Commerce Drive, Hauppauge, New York 11788, comprised of two sheets, including the subdivision plat as page one, and a Tax Unit Schedule, as page 2 (the "Subdivision Map"); and

WHEREAS, with respect to subdivision applications which are done in connection with contemplated development of the land to be subdivided, the Planning Board conducts a review of a preliminary plat with respect to which various comments and conditions are made by the Planning Board, upon the resolution or satisfaction of which the Planning Board reviews a final plat, issuing separate preliminary and final plat approvals in conjunction therewith; and

WHEREAS, the present application involves no modification contemplated after this date other than engineering details, thereby obviating the need for the Applicant to make a separate application for final subdivision approval to the Planning Board; and

WHEREAS, in the event modifications of said Final Plat are required by some other agency having jurisdiction, the Board will entertain an application to re-approve said Final Plat; and

WHEREAS, the Board finds determines with respect to the Application as follows:

- A. The Board hereby consolidates both preliminary and final subdivision approval into the decision herein made, to the fullest extent applicable under the Village Code and New York State Village Law.
- B. The subdivision of the Subject Parcel into 44 lots as residential property plus a club house under the Village Code has the potential to increase the burden on Village park and recreation facilities. It is noted that said impact on recreational facilities will be minimized by the inclusion of an onsite recreational facility and meeting hall to be developed on the Subject Parcel.

- C. This Board finds that a proper case exists in this subdivision application to provide for park and recreational facilities within the Village, in light of present and anticipated future needs of the Village as a result of the subdivision of the Subject Parcel and, based on projected population growth to which the particular subdivision will contribute.
- D. Because of the size and shape of the Subject Parcel and the topography of the land, the Board finds that it is appropriate for the Applicant to contribute money to a dedicated park and recreational fund to make the necessary improvements to and/or acquisition of recreational land and facilities when the need and opportunity arises.
- E. In furtherance of the purpose described in the preceding paragraphs, the Board has determined, and the Applicant has agreed that the sum of \$343,800.00 shall be paid by the Applicant to the Village for deposit in the Park and Recreational Trust Fund for improvements to and/or acquisition of recreational land and facilities when the need arises and opportunity. The Applicant shall pay the amount thereof prior to the issuance of any certificate of occupancy or certificate of completion for any structure located on the Subject Parcel.
- F. In order for the Applicant or any subsequent owner of the Subject Parcel, or any portion thereof, to undertake further development of the Subject Parcel or any portion thereof, all applications to relevant Village Boards and agencies must be accomplished in accordance with the Village Code and all other applicable laws, rules and regulations.
- G. The Planning Board finds that the Subject Parcel and the surrounding properties should be protected from storm water run-off or slope erosion, issues which seem likely to be implicated in light of the changes in grade at various locations on and around the Subject Parcel. The Applicant agrees with the Planning Board that it would be appropriate that (i) storm water retention and slope stability measures be incorporated into any plans for the development of the Subject Parcel or any portion thereof; including, without limitation, the provision for storm water drainage facilities on or off site, and (ii) appropriate storm water run-off containment and slope stabilization measures shall be implemented, as shall be reasonably determined to be necessary or desirable by the Village Engineer and the State of New York at such time as actual development plans are presented to the Village or any Board, department or agency thereof.
- H. The Planning Board finds that a reduction in the required rear yard from 25 feet to 20 meets the standards for the granting of a variance. Specifically, the Planning Boards finds as follows:
  - i. The property to the southwest is a similar attached housing development for persons over the age of 62. The abutting property to the north is improved as commercial property. Most of the remaining abutting

properties are developed as residential properties with a similar density as the proposed density on the Subject Parcel. Therefore, the grant of the variances requested will not create an undesirable change in the character of the neighborhood nor have an adverse impact on the physical or environmental conditions in the neighborhood.

ii. The area variances requested are not substantial in light of the total design of a 44 unit residential community. Differences in elevations further reduce to impact of the yard reductions requested. In most cases, the need for the area variances was caused by the reduction in the Subject Parcel's lot size due to the loss of property through adverse possession claims of the abutting parcels and would not have been required at most locations but for said adverse possession claims.

iii. Due to the size, shape and topography of the Subject Parcel, the benefit to the Applicant can not be achieved by some other method.

iv. The alleged difficulty is the result of the loss of property to the adverse possession claims, and therefore, not otherwise self-created.

In conclusion, the Applicant has represented that it will provide a landscaped buffer area where required by the Village Building Department between the Subject Parcel and the abutting properties.

I. The Planning Board heard significant testimony regarding the loss of open space that would occur if this Application is granted. The Planning Board takes note that the proceeds of the sale of the Subject Parcel will be used to purchase approximately 8 acres (substitute open space) of largely undeveloped at nearby locations within the Village. The Board of Trustees has shared its environmental reviews with the Planning Board. The Planning Board is satisfied that the acquisition of the substitute open space is in the best interest of the Village and said open space has the potential to provided greater recreational opportunities to all Village residents. In addition, the acquisition of the substitute open space will remove the development potential from two commercially zoned parcels.

J. Members of the Planning Board and Planning Board counsel have met with representatives of the Town of North Hempstead and the County of Nassau regarding proposed road and drainage overflow improvements that may be required within close proximity to the subdivision. The Village has agreed to provide up to \$500,000.00 for future drainage and road improvements located off of the Subject Parcel in the event storm water runoff from the Subject Parcel requires drainage improvements to Valley Road.

**NOW THEREFORE BE IT RESOLVED** that the Planning Board hereby grants the Application for Subdivision, and approves the Subdivision Map referred to herein in the form submitted by the Applicant and grants the rear yard area variance from the required 25 feet to the proposed 20 feet, conditioned upon the following:

1. No development shall be undertaken with respect to the Subject Parcel or any portion thereof unless and until all applications required under the

Village Code, the New York State Village Law and any other applicable laws, rules and regulations for the development, and all permits, licenses and approvals required in connection therewith have been duly and finally issued by the appropriate jurisdictions, including, without limitation, the State of New York Attorney General's approval of the offering plan, the Village Building Department, the Board of Trustees, the Board of Appeals and the Planning Board.

2. The issuance of any building permit to the Village Building Department, shall be subject to the Applicant having an approved storm water containment, Storm Water Pollution Prevention Plan and slope stabilization measures and erosion control as are required pursuant to the requirements of the Village Engineer and all other appropriate authorities having jurisdiction of the same.
3. The improvements shall be constructed in accordance with the Site Engineering Plans prepared by Barrett Bonacci & Van Weele, PC last dated November 20, 2007 submitted by the Applicant. The final plans to be approved by the Village Engineer shall include as recommended by the Village Engineer, (i) design for all drainage basins located on the property having a collared system to ground water and be constructed with crushed stone backfill in the annular space and be lined with fabric; (ii) structural foundation and infrastructure stabilization as required by the soil conditions. (iii) analysis of additional soil borings and certification of the structural stability of the infrastructure improvements, retaining walls and buildings; and (iv) all other requirements of the Village Engineer required as a result of his review of the above. The Village Engineer shall approve the above items at the cost and expense to the Applicant
4. The Applicant shall pay the amount of the Three Hundred Forty Three Thousand Eight Hundred and 00/100 (\$343,800.00) Dollars to the Village Park and Recreation Trust Fund prior to the issuance of any certificates of occupancy or completion for the project.
5. Applicant shall execute and deliver to the Village an instrument of covenants and restrictions in form and substance satisfactory to the Planning Board's counsel, addressing the conditions of this approval. All costs incurred by the Village with respect to the preparation of such instrument by counsel to the Village, and the recording thereof, shall be borne by the Applicant.
6. Upon approval of the Nassau County Planning Commission, the Applicant shall submit to the Village Building Department and Village Engineer the final plat on Mylar material, for review, approval and signature by the Village Engineer and the Chairman of the Planning Board, reflecting the creation of 44 residential lots and common areas. Said final plat shall: (i) be executed by the owner of the Subject Premises; (ii) executed and subordinated by all lien holders; and (iii) contain the endorsements of the

Village Planning Board and all other agencies having jurisdiction over the final approval of said plat.

7. The Applicant shall post a public improvement and utilities bond to insure the payment for the installation of the public improvements and utilities as shown on the plans and any modifications thereto in an amount approved by the Village Engineer which is currently estimated in the amount of \$4,594,426.93. The bond shall be approved by Village attorney as to form and selection of the bonding company. Prior to the release or reduction of any public improvement bonds, all public improvements, infrastructure, retaining walls, landscaping, grading and buildings shall be certified by the Applicant's engineers and architects as having been constructed in accordance with all applicable building codes and constructed in accordance with the approved plans and any approved modifications thereto. Such Bond shall comply with, and be subject to, the provisions of Section 7-730(9) of the Village Law and of the Village Subdivision Regulations. A written Agreement approved by the Board of Trustees and the Village Attorney, as provided in Section 78-730(9) of the Village Law, shall by its terms delineate the rights and obligation of the Village and the Applicant with respect to the Bond, and shall insure payment by the Applicant of all costs of the construction of the public type improvements in or accessory to the street, and of all costs of said drainage facilities or installations, and their maintenance and repair until the Bond is released. Inspection and supervision of all public improvements, as well as the release of the Bond, shall be in accordance with a resolution of the Board of Trustees based on a report of the Village Engineer at the expense of the Applicant. The Agreement referred to above shall be conditioned on the completion of all public improvements within one (1) year from the date of filing this decision or as extended by the Planning Board at the request of the Applicant.

(i) Each successive owner-developer of the subdivision must post a Bond and enter into an Agreement with the Village with regard thereto as provided in paragraph "(g)" above.

(ii) Said Agreement shall contain the following language:

- A. "And in addition to the above condition of this obligation of the surety, it is further,

PROVIDED, that in the event that the Village of Port Washington North shall adopt a resolution declaring this bond in default, the Principal and the Surety shall be liable to the Village of Port Washington North, in addition to the Principal amount of the obligation of this bond, for all of the engineering, legal and other expenses which shall be likely to be incurred by the Village of Port Washington North, in the enforcement of this bond and in the completion of the improvements covered by this bond.

- B. "And in addition to the above condition of this obligation of the surety, it is further,

**PROVIDED, that in the event that the Village of Port Washington North shall adopt a resolution declaring this bond in default, the Surety shall be liable to the Village of Port Washington North for the full amount of the proceeds needed to complete the bonded improvements, irrespective of the status of the actual construction, or lack thereof, of the bonded improvements."**

**C. "And in addition to the above condition of this obligation of the surety, it is further,**

**PROVIDED, that the instant bond shall not be assigned or otherwise transferred, nor shall there be any 'Agreement Of Indemnity' or similar agreements between the Principal and any third party, without the prior express written permission of the Obligee, Village of Port Washington North."**

- 8. The Applicant shall provide in any offering plan for the Subject Parcel that (i) all homes shall be owner occupied with at least one owner occupant over the age of 55; (ii) no bus stop shall be located within the development; (iii) the municipal solid waste shall be collected by a private carter selected and paid for by the owners of the homes; (iv) no parking will be permitted, at any time, on or along the internal roadways of the subdivision; (v) all maintenance of interior roadways, drainage facilities and any other public improvements located on the Subject Parcel will not be dedicated to the Village and the repair and maintenance thereof shall be borne by the owners of the subdivided parcels.**
- 9. All lighting installed on the Subject Parcel shall be shielded and direct light only into the Subject Parcel. Suitable lighting to the entrance to the Subject Parcel shall be approved by the Planning Board or other persons designated by the Board prior to installation.**
- 10. The Applicant shall provide a notice to the Village of the commencement date for any work to be conducted on the property, including but not limited to disturbance of the soil, or removal of soil, trees or other vegetation.**
- 11. This Approval is specifically conditioned upon the availability of public water and sanitary sewage disposal. It is the Applicant's obligation to obtain such approvals and file proof thereof prior to the issuance of building permits.**
- 12. This Approval shall be subject to compliance with the Village's compliance with Nassau County Planning Commission's Resolution No. 9339-07, (approval with modifications) adopted December 19, 2007. However, compliance with the land transfer plan referred to in said Resolution shall be deferred until the closing of title of the Subject Parcel.**

13. The Applicant shall be required to install perimeter fencing as a condition of this approval in accordance with the recommendation of the Building Department. The location and type of said fencing, if any, shall be approved in the sole discretion of the Building Inspector. The Building Department may require fencing at the top of each retaining wall in addition to perimeter fencing. In the event the fencing presently existing between the Subject Parcel and the Mill Pond subdivision is damaged as a result of any actions occurring on the Subject Parcel, the Applicant shall repair any such damage to the "crash gate" and restore the gate to its condition prior to said damage.
14. The Landscape Plan prepared by Michel & Associates last dated 2-29-08 is approved by the Planning Board. However, the Village Planning Board reserves the right to supplement the perimeter landscaping shown on said Plan prior to the issuance of Certificates of Occupancy and prior to the release of the public improvement bond provided for herein. The Applicant shall be bound by the representation made at the hearing regarding plantings and landscaping behind 4 Glamford Avenue.
15. The Village Engineer shall be given notice at least two days prior to the commencement of the following work: a) grading of streets and lots; b) backfilling of drainage facilities and utility trenches; and c) installation of curbing and paving on subdivision roads.
16. All expenses of the Village Engineer including but not limited to inspection, review of plans design and certification and verification thereof, shall be borne by the Applicant. Prior to the issuance of a building permit the Applicant shall deposit the sum of \$10,000.00 in its trust and agency account with the Village. The Applicant shall replenish the account to \$10,000.00 each time the account balance is reduced to \$2,500.00.
17. This Decision shall apply to the Subject Parcel and to the Applicant, his successors and assigns and any owner or developer of the Subject Parcel or part thereof.
18. The Village reserves the right to deny the issuance of any building permit or certificate of occupancy upon the Applicant's failure to comply with any of the conditions contained in this Decision.
19. No building permits shall be issued to the Applicant until the Final Plat has been signed and filed in the Office of the Clerk of Nassau County and 10 copies thereof delivered to the Village Clerk.
20. All drainage structures located on the Subject Parcel shall be maintained by the Homeowners Association.

**EXHIBIT "C"**

RESOLUTION NO. 9339-07

WHEREAS, the Village of Fort Washington N., Board of Trustees, has presented to the NASSAU COUNTY PLANNING COMMISSION for its review, pursuant to General Municipal Law, an application by Shree Ganesh Realty for subdivision approval to build a 44-unit retirement townhouse condominium development for property located in Fort Washington N. and described as Section 4, Block J; Lot(s) p/o 733 on the Nassau County Land and Tax Maps; and

WHEREAS, the staff of the NASSAU COUNTY PLANNING COMMISSION has inspected the subject property in the field, has reviewed the request of the applicant and considered existing ordinances and zoning; and

WHEREAS, a subject parcel is within 500 feet of Municipal boundary; and

WHEREAS, information regarding the subject application was received on 12/6/07; and

WHEREAS, the applicant is requesting subdivision approval to construct a 44-unit retirement townhouse community in the Apartment zoning district; and

WHEREAS, a determination of environmental significance in accordance with SEQRA was resolved on 12/6/07; and

WHEREAS, The irregular-shaped 7.5-acre subject property is located west of Glanville Ave. at the intersection of Valley Rd. and Avenue C. To the north, east and south of the property are one and two family dwellings. To the southwest is a large commercial establishment (Publishers Clearance House). Also to the south is Mill Pond Acres, a retirement community consisting of over 200 units. The site, a former road main, slopes down from the perimeter and a portion of the property is heavily treed. The applicant proposes to build a 44-unit retirement townhouse community with access at the Valley Rd./Ave. C intersection. Emergency access is provided where the property abuts Mill Pond Acres. The proposed development is zoning compliant. The subject property was deemed to the Village as part of a conditional approval for the Mill Pond Estates subdivision. The site was to be used for a Village Hall and for recreational purposes. Due to the location of the subject property and soil conditions of said property, the Village determined that the 7.5 acres should be sold with the proceeds of the sale to be used for the purchase and development of nearby properties along Channel Dr. (8.5 acres) for use as a Village Hall and public recreational space as this property is more suitable for such uses.

NOW THEREFORE, BE IT RESOLVED, after due deliberation and consideration, the NASSAU COUNTY PLANNING COMMISSION finds that a MODIFICATION of the application is required. The Nassau County Planning Commission requests the following modifications:

1. Before the Village approves the subject application, the land transfer plan should be implemented as outlined in the letter from Mayor Weitzner to the Commission (dated December 6, 2007) and as detailed at the 12/19/07 Planning Commission meeting by the Village's counsel, Anthony Babio; and

WHEREAS, pursuant to Section 219-m of the General Municipal Law, the referring municipality, within seven (7) days after final action, shall file a report with the NASSAU COUNTY PLANNING COMMISSION, and if said action is contrary to this recommendation, set forth the reasons for such contrary action.

The foregoing resolution was offered

ON MOTION of Commissioner Shapiro

Seconded by 2<sup>nd</sup> Vice Chair Lewis

Upon a roll call, the vote was as follows:

|   |        |
|---|--------|
| Jeffrey Greenfield, Chair -                     | aye    |
| Michael Ballistrino, 1 <sup>st</sup> Vice Chair | aye    |
| Ned Lewis, 2 <sup>nd</sup> Vice Chair           | aye    |
| Philip Como -                                   | aye    |
| Claire Gillens-Bromocels -                      | aye    |
| Amy Hagedorn -                                  | absent |
| Mary McCaffery -                                | absent |
| Mona Rankin -                                   | absent |
| Leonard Shapiro -                               | aye    |

The Chair declared the resolution duly adopted

Resolution of the NASSAU COUNTY PLANNING COMMISSION Adopted: December 19, 2007

STATE OF NEW YORK )

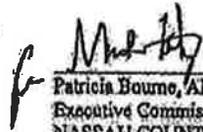
COUNTY OF NASSAU )

I, Patricia Bourne, Executive Commissioner of the NASSAU COUNTY PLANNING COMMISSION, do hereby certify that I have compared the proceeding with the original resolution passed by the Planning Commission of Nassau County, New York on 11/11/07

On file in my office and recorded in the record of proceeding of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and the whole said original.

I further certify that the Resolution herein above mentioned was passed by concurring affirmative vote of the Planning Commission of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,  
This 11th day of December  
In the Year Two Thousand and Seven

  
\_\_\_\_\_  
Patricia Bourne, AICP  
Executive Commissioner  
NASSAU COUNTY PLANNING COMMISSION

# **EXHIBIT "D"**



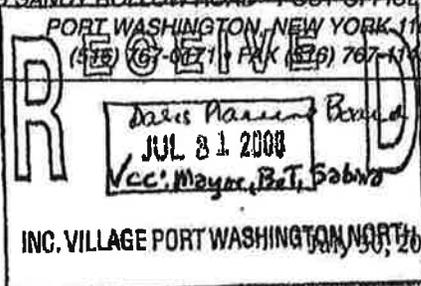
## PORT WASHINGTON WATER DISTRICT

38 SANDY HOLLOW ROAD - POST OFFICE BOX 432  
PORT WASHINGTON, NEW YORK 11050  
(516) 767-0271 • FAX (516) 767-1145

**COMMISSIONERS:**

THOMAS J. MURRAY, JR., *Chairman*  
DAVID R. BRACKETT, *Treasurer*  
PETER MEYER, *Secretary*

ITALO J. VACCHIO, *Superintendent*



Robert Weitzner, Mayor  
Village of Port Washington North  
71 Old Shore Road  
Port Washington, NY 11050

Re: Oasis Condominium Development  
Village of Port Washington North

Dear Mayor Weitzner,

On July 23, 2008, the Board of Commissioners of the Port Washington Water District acknowledged the ability and willingness to supply the Oasis Condominium Development in the Village of Port Washington North (Section 4, Block J, Lot 755).

At this time, the District wishes to inform the Village of Port Washington North (Village) and Shree Ganesh Realty, LLC (Developer) that this document can be used as the formal letter of Water Availability, based on the following conditions:

- Dead end water mains will not be permitted. Water mains shall be looped or the water services shall be manifolded on buildings located on dead end streets. The maintenance and repair of the water services will be the responsibility of the Developer or Condo Owner's Association.
- The Developer must provide a 20 foot wide easement for the water mains. It will be the responsibility of the Developer to retain the services of a licensed land surveyor to provide the metes and bounds description of the water mains after the installation has been completed. The easements are to be prepared by the Port Washington Water District's attorney. All costs for the preparation of the easements shall be paid by the developer.
- The Developer shall guarantee that no buried utilities shall be installed within the water main easement other than as required to cross the water mains.
- No irrigation will be permitted using the public water supply. The developer shall install an irrigation well and distribution piping on the property.
- The water mains shall be designed by the Port Washington Water District's engineer, Dvirka and Bartilucci Consulting Engineers, in accordance with District standards. The installation work shall be publically bid by the Port Washington Water District and the installation inspected by the Port Washington Water District's Engineer. All costs associated with the design, construction and inspection work shall be paid by the Developer in advance. A developer's agreement will be prepared by the District detailing these requirements and shall be executed by the Developer.

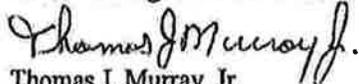
*Port Washington Water District*

Page 2

- The Port Washington Water District's responsibility for site restoration within the easement shall be limited to grass, concrete sidewalk and asphalt. The District will not be responsible for restoration of any other landscaping or paving materials.

This letter of water availability is subject to the Developer acquiring the subject property from the Village and is only valid for the Oasis Condominium Development as proposed on the drawing prepared by Barrett, Bonacci & Van Weele, dated October 9, 2007 (Revision received via email on July 11, 2008). Any significant changes to this plan or the proposed development are subject to the approval of the District and may render this letter of water availability null and void.

Please sign this document to acknowledge your understanding and acceptance of the above conditions.

Very truly yours,  
Board of Commissioners  
Port Washington Water District  
  
Thomas J. Murray, Jr.  
Chairman

Cc: Italo J. Vacchio, Supt. (PWWD)  
Frank D'Elia, esq.  
Shree Ganesh Realty, LLC  
William Merklin (D&B)

Village of Port Washington North:

Shree Ganesh Realty, LLC

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**EXHIBIT "E"**

**ENVIRONMENTAL ANALYSIS**

**8.0-ACRE PARCEL SOUTH OF RADCLIFF AVENUE  
AND NORTHWEST OF CHANNEL DRIVE**

**11.0-ACRE PARCEL AT TWO CHANNEL DRIVE**

**4.5-ACRE PARCEL TO THE NORTH OF  
11.0-ACRE PARCEL**

**VILLAGE OF PORT WASHINGTON NORTH  
NASSAU COUNTY, NEW YORK**

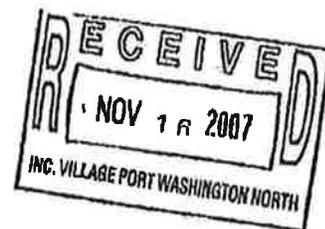
**Prepared for:**

**Mayor Robert Weitzner  
and Board of Trustees  
Village of Port Washington North  
71 Old Shore Road  
Port Washington, New York 11050**

**Prepared by:**

**Freudenthal & Elkowitz Consulting Group, Inc.  
368 Veterans Memorial Highway  
Commack, New York 11725  
(631) 499-2222**

**March 2007**



## **Introduction**

This report has been prepared at the request of the Board of Trustees of the Village of Port Washington North (hereinafter the "Village") to provide a comparison of the potential impacts associated with the development of an 8.0-acre parcel, located approximately 1,000 feet northeast of the northerly terminus of Channel Drive, south of Radcliffe Avenue, within the Village of Port Washington North in Nassau County, New York (hereinafter the "8.0-acre parcel"), with those associated with development of 3.5 acres of an 11.0-acre parcel, located at Two Channel Drive, east of Shore Road and proximate to the southerly terminus of Channel Drive, situated within the Village of Port Washington North, in Nassau County, New York, (hereinafter the 11.0-acre parcel), and 4.5 acres situated of the north of the aforesaid 11.0-acre parcel. The factors evaluated herein include the potential uses that could be developed, the density of development, and the impacts associated therewith.

The purpose of this comparison is to provide the Village with objective information so that it may assess whether there would be greater benefit by eliminating private development potential on the 8.0-acre parcel, and devoting it to municipal or public recreational purposes, or by eliminating private development potential on 3.5-acres of the 11.0-acre parcel and 4.5 acres to the north thereof, and devoting those 8.0 acres for municipal or public recreational purposes.

## **Zoning and Potential Permitted Uses**

### **8.0-acre Residential Parcel**

Pursuant to information from the Village, the 8.0-acre parcel is situated within the "Apartment Districts" (hereinafter "Apartment zoning district").

The Apartment zoning district permits the development of:

- A. One or more of the uses set forth in §176-6 of Article III of this chapter, which states that permitted uses include, but are not limited to: detached single-family dwellings; houses of worship, and public or non-profit schools; professional office wherein the professional resides within such dwelling; real estate signage; and accessory uses incidental to any of the above permitted uses.
- B. Multiple dwelling or apartment house.
- C. Community or group garage accessory to an apartment house or multiple dwelling.

3.5-acre and 4.5-acre Parcels

The aforesaid 3.5-acre and 4.5-acre parcels are designated "Economic Development – B." In the "Economic Development – B" zoning district, the following development is permitted:

- (1) Offices for executive, administrative or professional purposes;
- (2) Scientific and/or research laboratories;
- (3) Assembly, fabrication and finishing of articles of small compass and high value, such as cameras, watches, precision instruments, electronic instruments, business machines and the like;
- (4) Storage facilities provided there shall be no outside storage of any nature and no warehousing or storage of building materials or other heavy products;

(5) Telephone exchanges and other similar public utility facilities; facilities for organizations which provide fire protection and ambulance services to the Village and the residents;

(6) Establishments for printing, book binding, lithographing and similar reproduction processes;

(7) Libraries, educational and cultural centers;

(8) Food establishments serving the general public, as conditionally permitted uses when authorized by the Board of Appeals;

(9) Food establishments incidental to any other uses permitted within an ED-B District, as conditional uses when authorized by the Board of Appeals;

(10) House of worship, when permitted as a special exception by the Board of Trustees; and

(11) All other uses which, in the opinion of the Board of Trustees after public hearing, are of the same general character as those specifically permitted herein in accordance with the procedure established in the Zoning Code of the Incorporated Village of Port Washington (hereinafter the "Zoning Code").

Based on the foregoing, from a land use perspective, the elimination of the potential for such commercial and light industrial development on 8.0 total acres, (i.e., 3.5 and 4.5-acre parcels), with its associated impacts, far outweighs the potential adverse impacts associated with residential development, which could occur on the 8.0-acre parcel.

### Density of Development

For the purposes of this analysis, a maximum theoretical development potential was calculated, assuming that (a) gross lot area would be used for calculation of yield, and (b) parking would be accommodated in some manner. It must be understood that the actual development yield, based upon a yield map, would be less than that of the theoretical development potential. However, for the comparative purposes of this analysis, the theoretical maximum development potential can be used.

### 8.0-acre Residential Parcel

This parcel, which is situated within the Apartment zoning district,<sup>1</sup> permits a maximum lot coverage of 45 percent, and a maximum height of two-and-one-half stories or 31 feet. Moreover, the minimum lot area per apartment is 1,500 square feet. Accordingly, based upon a gross lot area of 348,480 square feet, the maximum theoretical development potential would be 232 apartments covering no greater than 156,816 square feet. The minimum required yards are 15 feet for a front yard, 25 feet for a rear yard, and 15 feet each for the side yards.

### 3.5-acre and 4.5-acre Parcels

These parcels are situated within the Economic Development B zoning district. The Economic Development B zoning district permits a maximum lot coverage of 35 percent, and a maximum height of two stories or 25 feet. Accordingly, based upon a combined gross lot area of 348,480, the maximum theoretical development potential for both parcels combined would be 243,936 square feet. The minimum landscaping requirement is 15 feet in depth for any portion of the subject parcel that abuts residentially-zoned land. The minimum required front yard depth is 100 feet. Rear and side yard depths<sup>2</sup> required would be 50 feet each, respectively.

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<sup>1</sup> Although the Apartment zoning district permits single-family dwellings, this worst-case analysis assumes all multi-family apartments.

<sup>2</sup> Required when the property abuts a residential district either within or outside the Village.

**Development Impacts**

It is clear from the foregoing that the 8.0-acre residential parcel would yield less coverage than the parcels within the "Economic Development B" zoning district. Moreover, the development of the 8.0-acre residential parcel, in accordance with prevailing zoning, would result in residential development uses that represent significantly less potential threat to the environment than the industrial uses permitted on the aforesaid 3.5-acre and 4.5-acre parcels.

For example, the 3.5 and 4.5-acre parcels could, pursuant to the Economic Development - B zoning, be developed with uses such as fabrication facilities. Such uses could potentially handle hazardous materials, have multiple shifts that could include overnight shifts, and result in regulated air emissions.

In contrast, the residential use on the 8.0-acre parcel, pursuant to the prevailing Apartment zoning district, has virtually no cause to store and handle hazardous materials (with the potential exception of building maintenance). Moreover, the only expected air emissions would be from residential heating.

With regard to traffic, based on the Institute for Transportation Engineers' *Trip Generation*, 7<sup>th</sup> edition (see data sheets in Exhibit "A"), the table below compares the combined estimated traffic volume for 243,936 square feet of research and fabrication development on the 3.5-acre and 4.5-acre parcels to 232 residential apartments on the 8.0-acre parcel.<sup>3</sup>

<sup>3</sup>Two alternatives - a 45-unit townhouse community and a 75-unit townhouse community - have also been evaluated for comparative purposes at the request of the Board of Trustees, as follows:

| Use           | A.M. Peak Hour Generator<br>[0.44 trip/unit] | P.M. Peak Hour Generator<br>[0.52 trip/unit] |
|---------------|--|--|
| 45 Townhouses | 20±  | 24±  |
| 75 Townhouses | 33±  | 39±  |

| Type of use   | Trips Generated A.M.<br>Peak Hour Generator | Trips Generated P.M.<br>Peak Hour Generator |
|---|---|---|
| 243,936 square feet of research and development (fabrication) space | 303   | 264   |
| 232 residential apartments  | 128   | 155   |

It is clear that the residential apartments would be expected to generate significantly less traffic than a research and fabrication use.

There are no freshwater or tidal wetlands situated on or proximate to any of the parcels. Neither of the subject properties are within a Special Groundwater Protection Area.

Development in the area is such that the 8.0-acre parcel, although primarily wooded, is isolated by surrounding development. Site inspection found that all flora observed was of a common nature. There was no fauna observed, however, it is likely that common suburban species of birds and mammals would be likely to inhabit this parcel. Development would displace such species, however, upon completion of construction, proper landscaping could afford habitat for such species.

With regard to impacts to the Port Washington Union Free School District, in which all of the study parcels are situated, development on the 3.5-acre and 4.5-acre parcels, as it would not be for residential purposes, would not be expected to directly generate school-aged children. Development of the 8.0-acre parcel with 232 residential apartments would be expected to generate children that would attend schools in the Port Washington Union Free School District. It is not known whether apartments developed on this site would be for sale or rent. Thus, for analysis purposes, both options will be presented. It is assumed, for purposes of this analysis, that the apartments would be equally divided between one- and two- bedroom units. Moreover, if any units were restricted for senior occupancy, the number of potential school-aged children would be further reduced.

Various published factors are available to calculate the projected number of school-aged children that would be generated by a residential development. The National Multi Housing Council's Web site at <http://nmhc.org>, provides relevant information which is based on the U.S. Census Bureau's 2001 American Housing Survey. Data analyzed indicate that the multiplier for multi-family rental apartments is 0.29 per household, for units constructed in the 1990s (i.e., newer units). The *Development Impact Assessment Handbook* (Washington, D.C., 1994) is also widely recognized for providing data to estimate demographic impacts of proposed development.

The Northeast multiplier for the anticipated number of school-aged children in multi-family ownership units is 0.1393 for two-bedroom units and 0.0000 for one-bedroom units.

Based on the foregoing factors, 232 units of apartment development (rentals and ownership) would be expected to generate the following school-aged children:<sup>4</sup>

| Multiplier   | 116 one-bedroom rental | 116 two-bedroom rental | 116 one-bedroom ownership | 116 two-bedroom ownership | Total |
|--|------------------------|------------------------|---------------------------|---------------------------|-------|
| 0.29 per rental household <sup>5</sup>             | 33.64                  | 33.64                  | N/A                       | N/A                       | 67.28 |
| 0.1393 per two-bedroom ownership unit <sup>6</sup> | N/A                    | N/A                    | 0                         | 16                        | 16    |

<sup>4</sup> Two alternatives – a 45-unit townhouse community and a 75-unit townhouse community – have also been evaluated for comparative purposes at the request of the Board of Trustees. Based on the factor of 0.4151 children per three-bedroom unit for multi-family ownership units in the Northeast U.S. (*Development Impact Assessment Handbook*, 1994), the projected number of school-aged children for the 45-unit and 75-unit townhouse communities would be approximately 19 and 32, respectively.

<sup>5</sup> National Multi Housing Council rate per rental household.

<sup>6</sup> *Development Impact Assessment Handbook* multiplier per two-bedroom ownership unit.

### Conclusion

Based on the foregoing, there would be a greater benefit associated with the elimination of private development potential of an industrial/commercial uses on the 3.5-acre and 4.5-acre parcels, and devoting them to municipal or public recreational use, as there would be potentially greater impacts associated with the development of these properties than with development of residential apartments on the 8.0-acre parcel.