LINCOLN SCHOOL ARCHIVE

April 2022 - Lincoln Report Working Materials

Archive Extract / Compilation

Compiled from the RESCUE Committee's April-stage Lincoln materials. This preserves the working preliminary report together with principal Lincoln maps, enrollment, zoning, property, City Hall, Refugio, case-history and court materials assembled for the review. It is not the final May 25, 2022 report.

The pages following this cover are reproduced from the original City School District of New Rochelle / District-Wide Health & Safety (RESCUE) Committee materials without alteration. This cover was added solely to identify the source and make the Lincoln-related material easier to access.

Neighborhood School in the Lincoln Attendance Zone - (VERY) PRELIMINARY DRAFT

Part I

Attendance Zone Maps & K-5 Enrollment

School Assignment & Transportation

Enrollment Projections

City Hall as a Municipal Building

City Hall as a School Facility

(missing some title search information, escrow from City of New Rochelle Corporation Counsel)

NYSED Construction and Financing

(need a written document from Carl))

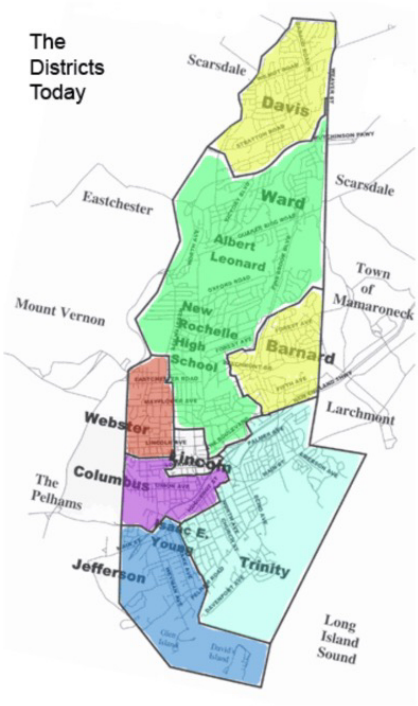
Kaufman Decision

Obstacles to overcome...

1. The Kaufman Decision is still in effect so the federal case from 1961 would need to be addressed with the Federal Court to clear the way for a school in what amounts to a federally-regulated school district zone within the City School District of New Rochelle. A legal opinion is needed to analyze all of this.
2. Building a new facility or significantly modifying an existing structure will require tens of millions of dollars. It will require acres of space and a facility to house hundreds of staff and students. Qualifying for reimbursement through the New York State Education Department will be difficult in a declining enrollment environment. Obtaining voter approval for a bond for tens of millions of dollars for a school for one district, the entire City voting to fund a new school that serves a small section of the City would be a major challenge.
3. City Hall as a school *in* the Lincoln Attendance Zone. Setting aside the building requires tens of millions in renovations, it would require moving a part of the Ward school district into the LAZ which pulls a thread on a knit sweater (see, "What About Barnard?) and risks opening up old arguments, creating new ones and unraveling many districts.
4. City Hall as a school *near* the Lincoln Attendance Zone. Setting aside the building requires tens of millions in renovations, and there are issues with a proposed community center or school (Refugio de Esperanza), it is not a school *in* the Lincoln Attendance Zone.

5. Combining Lincoln Attendance Zone with an adjoining district. Another school may or may not be able to accommodate hundreds of students from the currently defined Lincoln Attendance Zone. If not it may require millions of dollars to expand a school.
6. The District-Wide Healthy and Safety (RESCUE) Committee looks at issues from a facilities perspective only. The Committee does not get involved in issues such as curriculum, district border realignment, purchasing or leasing property, magnet-status, staffing, etc. This report is an effort to clarify the obstacles which must be overcome in order to establish (via new construction or by converting an existing structure) a school building on property of sufficient acreage (4-5 acres). The next step would be to use this report as the basis for an initial framework for a larger discussion best undertaken by a community-wide committee with a much larger number of people drawn from among all appropriate stakeholders. That next step needs to come from the New Rochelle Board of Education. Our recommendation is that that Board accept the findings in this report, discuss whether or not to explore the subject beyond the scope of the report (which we recommend), and if so then establish a "Community Stakeholder Committee for Best Addressing the Historical Issues with the Long Abandoned Lincoln Attendance Zone". We leave it to the board to come up with a catchier title.

Lincoln Attendance Zone: 2021 K-5 (400-425 students)



Source: Karen Hessel/Talk of the Sound

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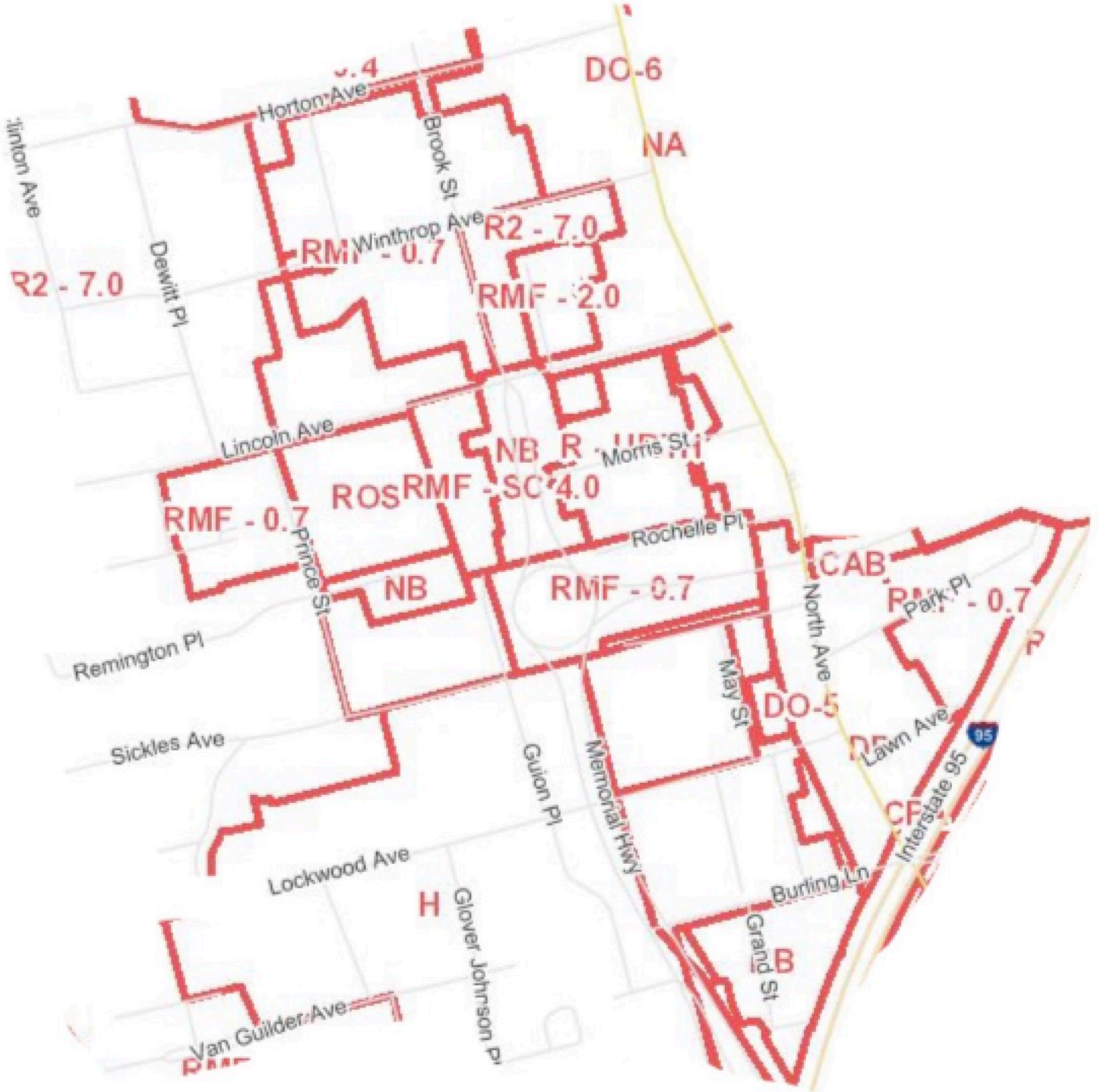
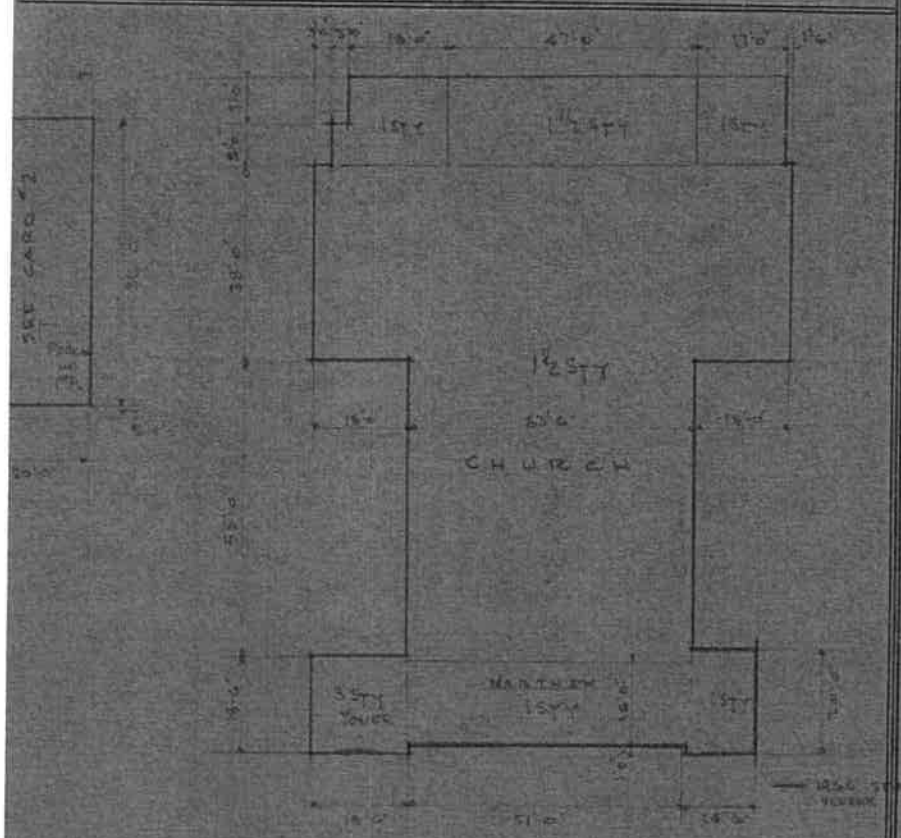
Count of Student ID	Column Labels																
Row Labels	**01**	**02**	**03**	**04**	**05**	**06**	**07**	**08**	**09**	**10**	**11**	**12**	**KF**	**PF**	**PH**	**PS**	**Grand Total**
11 - Daniel Webster Elementary School	1		1	4	4								1				11
116 - New Rochelle Alt HS									3	2	10	2					17
13 - Albert Leonard Middle School						54	43	42									139
14 - Isaac E Young Middle School						20	29	27									76
16 - New Rochelle High School									94	86	66	50					296
2 - Columbus Elementary School	2	1	1	3													7
3 - George M Davis Jr Elementary School	12	25	12	13	19								20				101
4 - Jefferson Elementary School	8	9	11	8	15								10				61
5 - Barnard Early Childhood Center	6	9											9		21	3	48
666 - Universal Pre K														5	11		16
8 - Trinity Elementary School	8	7	11	9	4								7				46
9 - William B Ward Elementary School	21	19	25	26	34								20				145
Grand Total	**58**	**70**	**61**	**63**	**76**	**74**	**72**	**69**	**97**	**88**	**76**	**52**	**67**	**5**	**32**	**3**	**963**

Grade Band	Total
PK-5	435
6-8	215
9-12	313
Grand Total	**963**

City Zoning within an approximation of Lincoln Attendance Zone



Sec. 3 Block 822 Lot 513 Location 497 NORTH AVE



FIELD SKETCH

Unexcavated portions noted.

Overhangs and setbacks dotted in and dimensioned.

Draw Section thru bldg. showing story heights and wall thickness.

Give dimension from Fin. Bsm't Fl. to H. & L. P. of Roof.

ASSESSMENTS

IMPROVEMENTS ONLY

YEAR	STORIES	CLASS	SIZE	S.F.—C.F.	FACTOR OF VALUE	ASSESSMENT	TOTAL ASS'M'T

1934 ASSESSMENTS

YEAR	STYS.	S.F.—C.F.	FACTOR OF VALUE	ASS'M'T
1900	CHURCH			70000
	ALTERATION			6000
				76000

NEW BUILDINGS

DATE	PERMIT NO.	EST. COST
8.25.65	54352	40000
1.8.68	35565	3000

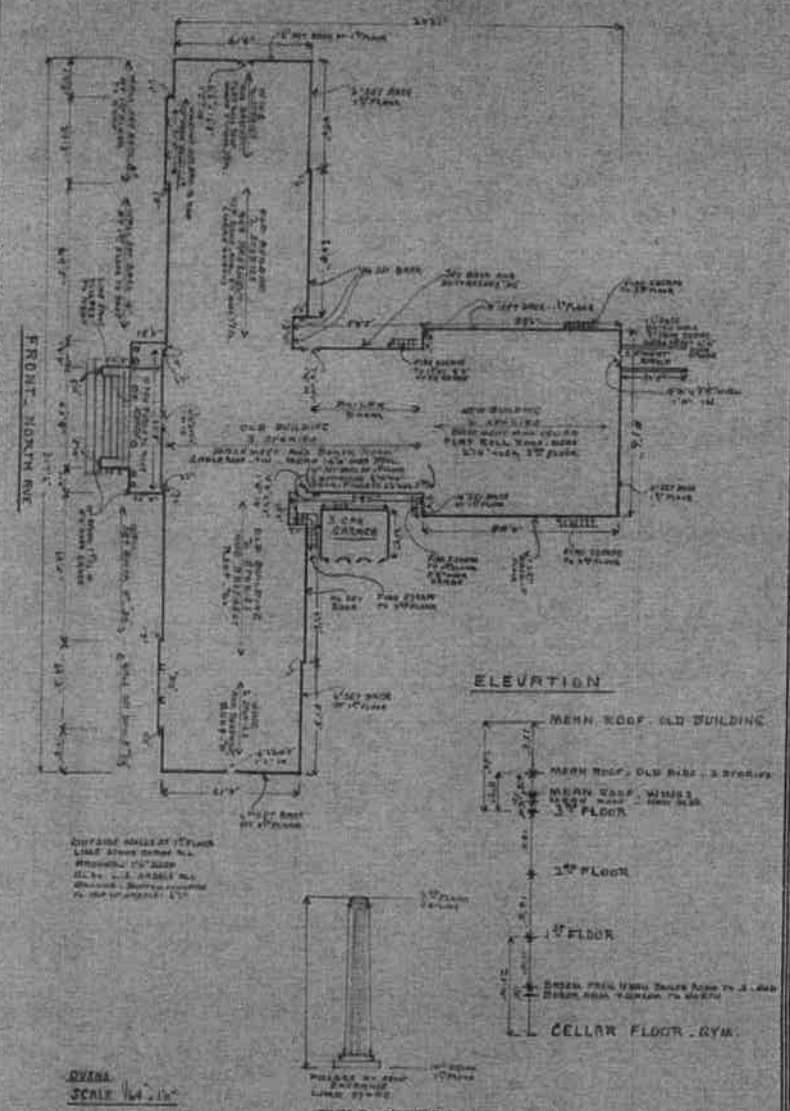
COMPUTATIONS

ASSESSOR'S NOTES

		DATE
SURVEYED		
COMPUTED		
CHECKED		
APPROVED		

CARD 1

Sec. 3 Block 836 Lot 1 Location NORTH AVE
CITY HALL



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ASSESSMENTS

IMPROVEMENTS ONLY

YEAR	STORIES	CLASS	SIZE	S.F.—C.F.	FACTOR OF VALUE	ASSESSMENT	TOTAL ASSM'T
					1921	add'l bldg for	50
					1922	addition " "	26600

1936 ASSESSMENTS

YEAR	STYS.	S.F.—C.F.	FACTOR OF VALUE	ASSM'T
1906		Mean Valley	57%	
1918		Park of wings	20%	
1922		Auditorium	23%	

NEW BUILDINGS

DATE	PERMIT NO.	EST. COST
7.10.40	18953	6600
7.17.41	19806	23000.
8.17.49	23425	23800
8.16.61	31832	100 $30,000
10.1.93	45951	100 1,950,000.

COMPUTATIONS

1906 = $83100 x 1.4
1920 = 540000
1950 = 55[illegible]200
1955 = 562700

ASSESSOR'S NOTES

		DATE
SURVEYED	OVENS PECKHAM	9/29/38
COMPUTED		
CHECKED		
APPROVED		

DETAILED DATA

NO. STORIES ..... TYPE ROOF .....

FLOOR SPACING—1st to 2nd ..... 2nd to 3rd .....

CONTENTS	STORES	TOTAL NO. APTS—RMS. & BATHS EACH
FIRST FLOOR CONTAINS		
SECOND FLOOR CONTAINS		
THIRD FLOOR CONTAINS		
FOURTH FLOOR CONTAINS		
FIFTH FLOOR CONTAINS		
SIXTH FLOOR CONTAINS		

CONDITION

Key	Ext. & Interior	V
1	EXCELLENT	
2	GOOD	
3	FAIR	
4	POOR	
5	VERY BAD	

REMARKS

PORCHES

KEY TO DWG	OPEN	ENCLOSED	HEAT	TYPE FLOOR	TYPE ROOF		TYPE ROOF

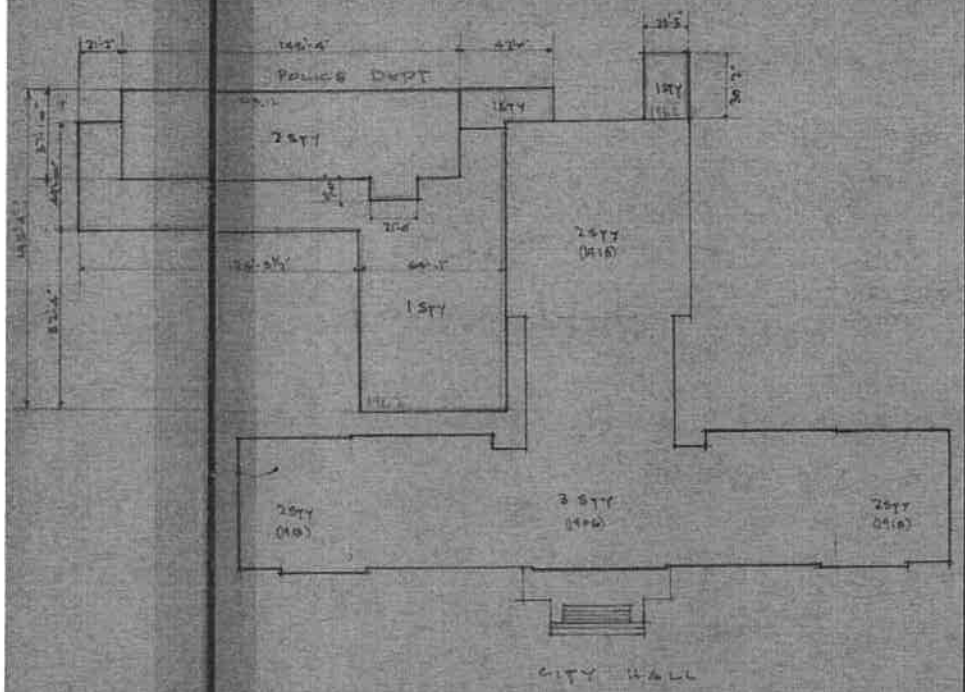
ITEM	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 6
TYPE	TENEMENT, 2-4 STORY WALK-UP	TENEMENT 2-5 STORY WALK-UP	APT. BLDG. 2-5 STORY WALK-UP	MODERN FIREPROOF APARTMENT BLDG.	HIGH-GRADE MODERN APARTMENT BLDG.	COSTLY MODERN APARTMENT BLDG.	OSTLY MODERN PARTMENT BLDG.
FOUNDATION	WOOD SILLS AND MASONRY PIERS	MASONRY WALLS	MASONRY WALLS	MASONRY WALLS	MASONRY WALLS	MASONRY WALLS	ASONRY WALLS
BASEMENT	NONE	FULL; CONCRETE FLOOR; BARE WALLS	FULL; CONCRETE FLOOR; BARE WALLS	FULL; CONCRETE FLOOR; PLASTERED WALLS; LAUNDRY FACILITIES	FULL; CONCRETE FLOOR; PLASTERED WALLS; LAUNDRY FACILITIES	FULL; CONCRETE FLOOR; PLASTERED WALLS; LAUNDRY FACILITIES	ULL; CONCRETE FLOOR; LASTERED WALLS; AUNDRY FACILITIES
WALL CONSTRUCTION	SIDING ON FRAME	SIDING ON FRAME, OR COMMON BRICK	FRONT WALL FACE BRICK OTHER COMMON BRICK SMALL AMOUNT PLAIN TRIM	STEEL OR REINFORCED CONCRETE FRAME; STREET WALLS FACE BRICK, OTHERS COMMON BRICK, SMALL AMOUNT PLAIN TRIM	STEEL OR REINFORCED CONCRETE FRAME; STREET WALLS FACE BRICK, OTHERS COMMON; STONE OR TERRA COTTA TRIM	STEEL OR REINFORCED CONCRETE FRAME; STREET WALLS FACE BRICK, OTHERS COMMON; STONE OR TERRA COTTA TRIM	TEEL OR REINFORCED ONCRETE FRAME; TREET WALLS FACE RICK, OTHERS COMMON; TONE OR TERRA COTTA RIM
FLOORING	MATCHED BOARD, ON LIGHT JOISTS	HARD PINE AND WOOD JOISTS	PLAIN HARDWOOD; WOOD JOISTS	GOOD HARDWOOD OR LINOLEUM SLAB	BEST HARDWOOD OR LINOLEUM ON SOUND-PROOF SUB-FLOOR	SOUND-PROOF; BEST PARQUET, MOSAIC, TERRAZO OR MARBLE	OUND-PROOF; BEST ARQUET, MOSAIC ERRAZO OR MARBLE
INTERIOR FINISH	VERY CHEAP PAPER, IF ANY; MINIMUM TRIM	CHEAP PAPER; CHEAP STOCK TRIM	MEDIUM PAPER; HARDWOOD TRIM, MEDIUM FINISH	GOOD PAPER; GOOD HARDWOOD TRIM, WELL FINISHED	EXPENSIVE PAPER OR TINTING; BEST STOCK TRIM, SOME PANELING OR WAINSCOT	BEST PAPER; ORNAMENTAL PLASTER OR OTHER DECORATION, SPECIALLY DETAILED	EST PAPER, RNAMENTAL PLASTER R OTHER DECORATION, PECIALLY DETAILED
HEATING	STOVES	STOVES	STEAM HEATING; KITCHEN RANGE	STEAM HEATING; KITCHEN RANGE; 1 CHIMNEY FIREPLACE	STEAM HEATING; KITCHEN RANGE 2 CHIMNEY FIREPLACES	CONCEAL-RAD. KITCHEN EQUIPMENT; 2 OR MORE CHIMNEY FIREPLACES	ONCEAL-RAD. KITCHEN QUIPMENT; 2 OR MORE HIMNEY FIREPLACES
PLUMBING	ENAMELED IRON WATER CLOSET AND SINK	1 BATHROOM AND SINK PER UNIT; CHEAP FIXTURES	1 BATHROOM AND SINK; HOT WATER SUPPLY, BASEMENT LAUNDRY, MEDIUM FIXTURES	1 TILE BATHROOM; CIRCULATING HOT WATER SUPPLY; BASEMENT LAUNDRY; GOOD FIXTURES	2 TILE BATHROOMS; CIRCULATING HOT WATER SUPPLY; BEST STOCK FIXTURES	1 TILED BATHROOM PER BEDROOM; SHOWERS AND OTHER EQUIPMENT; SPECIAL GRADE FIXTURES	TILED BATHROOM PER EDROOM; SHOWERS ND OTHER EQUIPMENT; PECIAL GRADE IXTURES
LIGHTING	MINIMUM QUANTITY; CHEAP FIXTURES	SMALL QUANTITY; CHEAP FIXTURES	FEW EXTRA OUTLETS; MEDIUM FIXTURES	WELL SUPPLIED WITH OUTLETS; GOOD FIXTURES	WELL SUPPLIED WITH OUTLETS; BEST STOCK FIXTURES	WELL EQUIPPED; SPECIAL GRADE FIXTURES	ELL EQUIPPED; PECIAL GRADE IXTURES
ELEVATORS	NONE	NONE	NONE	ELECTRIC PASSENGER	ELECTRIC PASSENGER	PASSENGER AND SERVICE ELEVATORS	ASSENGER AND ERVICE ELEVATORS
REFRIGERATORS	NONE	NONE	NONE	UNIT CENTRAL PLANT	UNIT OR CENTRAL PLANT	UNIT OR CENTRAL PLANT	NIT OR CENTRAL LANT
ENTRANCE	PLAIN STAIRWAYS	PLAIN STAIRWAYS	PLAIN STAIRWAYS	LOBBY AND HALLS PLAINLY FURNISHED	LOBBY AND HALLS WELL DECORATED AND FURNISHED	LOBBY AND HALLS ELABORATELY DECORATED AND FURNISHED	OBBY AND HALLS LABORATELY DECORATED ND FURNISHED

2000-SA-39

CARD 2

Sec. 3 Block 236 Lot 1 Location 515 NORTH AVE. Police Dept

NEW CITY HALL



FIELD SKETCH

Unexcavated portions noted.
Overhangs and setbacks dotted in and dimensioned.
Story heights and porches noted.

Unexcavated portions
Overhangs and setba
Story heights and por

ASSESSMENTS

IMPROVEMENTS ONLY

YEAR	STORIES	CLASS	SIZE	NO. S. F.	FACTOR OF VALUE	ASSESSMENT	TOTAL ASSM'T

1934 ASSESSMENTS					NEW BUILDINGS		
YEAR	STYS.	NO. S. F.	FACTOR OF VALUE	ASSM'T	DATE	PERMIT NO	EST. COST
					8.16.61	31832	RDB 820,000 AT 1,950,000
					3.26.69	36126	15,331

COMPUTATIONS

AREA — Old Building = 101,200 c.f.

BASE COST — 1962-63 (new addition)
6492 x 145.33 = 943,000
49.0 x 124.27 = 6100
14.0 x 103.12 = 1440
14.0 x 22.0 = 308
20.42 x 30.17 = 615
17893 x 2.71 = 35786

EXTRAS

DEPRECIATION — 32.83 x 146.33 = 5530; 9.0 x 21.0 = 189 = 5719

41,505

PRESENT VALUE

ASSESSOR'S NOTES

		DATE
SURVEYED		
COMPUTED		
CHECKED		
APPROVED		

COMMERCIAL BUILDINGS

NO. STORIES 2 AND 3

TYPE STRUCTURE BRICK- STEEL

USE JUNIOR HIGH SCHOOL

ROOF—TYPE & MATERIALS HIP- TIN / GABLE- TIN / FLAT- ROLL

FLOOR SPACING		WALL THICK.
CELLAR TO 1ST	21'10"	SEE SHEET #2 ATTACHED
Bsmt. to 1st	11'0"	
1st to 2nd	14'0"	
2nd to 3rd	14'0"	
3rd to ~~4th~~ MERM ROOF	2'10"	
" " " "	3'11"	
" " " "	8'-4"	
" " " "	20'4"	

INTERIOR WALLS	Lin. Ft. Stud Plastered	Lin. Ft. Tile Plastered	Lin. Ft. 8" Mas. Plas'd
Bsmt.			
1st Fl.			
Mezzanine			
2nd Fl.			
3rd Fl.			
4th Fl.			

ELEVATORS

TYPE	MAKE	CAPACITY	SIZE

HEATING

Boiler Make SEE REMARKS

" No.

" Rating

Steam ✓ Hot Water

Vapor Hot Air

Oil Burner NO

No. Radiators 177- 67 REGISTERS

PLUMBING

Pipe, Iron ✓ Brass ✓

Hot Water System ✓

No. of Fixtures 158

Sinks 30 Basins 30

Tubs 6 Urinals 24

W. C. 51 17 SHOWERS

REMARKS

2- OIL CITY BOILER WKS, OIL CITY, PA ASBESTOS COVERED #266

2- TITUSVILLE IRON CO - NO# SHOWING ALL 4 BOILERS ARE STEAM, MOTOR DRIVEN

1- HOT WATER COAL STOVE BOYNTON - 12506 WITH 1000 GAL TANK

1- AUTOM GAS WATER HEATER PITTSB. HOT WATER HEATER #8

VACUUM SYSTEM - SPENCER TURBINE (NO #)

WET CELL SYSTEM FOR BELLS AND CLOCKS

7 GAS RANGES, 2 ELECT REFRIG AND A FULL CAFETARIA EQUIPMENT

VENTILATING SYSTEM - 4 BLOWER FANS 4'0" DIAM 4 " " 5'0" "

CONDITION

KEY	EXTERIOR & INTERIOR	✓
1	EXCELLENT	
2	GOOD	
3	FAIR	✓
4	POOR	
5	VERY BAD	

OTHER BUILDINGS

NO. STYS.	MATERIALS	USE	SEE CARD NO.
1	8" CONCRETE BLOCK WALLS - 4'1½" BRICK PIERS STUCCO OUTSIDE - UNFINISHED INSIDE NO PARTITIONS CEMENT FLOOR AND CEILING 6 STEEL I BEAMS 6"x4" RUNNING N TO S FLAT SLAB ROOF - MERM ROOF 11'7" ABOVE FLOOR PIPE FIRE DRENCH AIR COMPRESSOR, LIGHT, GAS PLUMBING	3 CAR GARAGE 30'6"x21'7"	

ITEM	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5
FOUNDATION	WOOD POSTS—ROUGH STONE—CHEAP BRICK—CONCRETE BLOCK—PIERS	ROUGH STONE—CHEAP BRICK—CONCRETE BLOCK—WALLS	STONE COURSED—GOOD BRICK—LIGHT CONCRETE—WALLS ✓	DRESSED STONE—CONCRETE, BRICK FACED ABOVE GRADE—WALLS	DRESSED & COURSED STONE—CONC. OR STONE WALLS—BRICK FACED ABOVE GRADE
EXTERIOR WALLS	FRAME AND STUCCO—SIDING—SHINGLES OR CORRUGATED IRON	FRAME & COM. BRICK—STONE VENIER—STUCCO ON CONC. BLOCK OR TILE	SOLID COMMON BRICK—BRICK VENEER ~~ON TILE~~—STEEL FRAME ✓	FACE BRICK ON TILE OR CONCRETE BLOCK—STEEL FRAME	FACE BRICK ON TILE OR CONC. BLOCK; F. P. STEEL OR REIN. CONC. FRAME
ROOF	ROLL ROOFING—LOW GRADE SHINGLES—COR. IRON	COMP. ROOFING—WD. SHINGLES—COR. IRON—WD. TRUSSES	COMPOSITION (ROLL) ~~SLATE—TILE—ZINC OR ASBESTOS~~ ✓	BUILT UP—SLATE—TILE—COPPER—ZINC OR ASBESTOS	BUILT UP ROOFING ON CONCRETE SLAB
FLOORS	Bsmt.—EARTH 1st—WOOD OR CONCRETE Balance—WOOD	Bsmt.—CONCRETE 1st—WOOD OR CONCRETE Balance—WOOD	CELLAR - CONC. AND WALKWAY Bsmt.—CONCRETE 1st—HARDWOOD ~~OR CONCRETE~~ Balance—GOOD HARDWOOD ✓	Bsmt.—CONCRETE 1st—HARDWOOD OR CONCRETE Balance—BEST HARDWOOD	Bsmt.—CONCRETE 1st—REINFORCED CONCRETE Balance—REINFORCED CONC.
EXTERIOR FINISH	MINIMUM AMOUNT CHEAP TRIM—PAINTED	SMALL AMOUNT OF FAIR TRIM—PAINTED	AVER. AMOUNT OF GOOD GRADE TRIM—PAINTED ✓	CONSIDERABLE AMOUNT OF EXPENSIVE TRIM—PAINTED	EXTENSIVE DECORATIVE TREATMENT, HIGH GRADE
INTERIOR FINISH	CHEAP SHEATHING IF ANY. NO TRIM	CEILING BOARD OR CHEAP PLASTER. SMALL AMT. FAIR TRIM—PAINTED	WALLS - METAL LATH PLASTERED—AVERAGE AMOUNT OF GOOD GRADE TRIM—PAINTED ✓	PLASTERED—CONSIDERABLE AMOUNT OF EXPENSIVE TRIM—PAINTED	ORNAMENTAL PLASTER, SPECIALLY DETAILED TRIM, HIGH GRADE THROUGHOUT
LIGHTING	MINIMUM AMOUNT OF OUTLETS, IF ANY	FEW OUTLETS, CHEAP FIXTURES	FAIR AMOUNT OF OUTLETS, MEDIUM GRADE FIXTURES 7 POWER CIRCUITS ✓	WELL SUPPLIED WITH OUTLETS, BEST STOCK FIXTURES	WELL EQUIPPED HIGH GRADE FIXTURES
PLUMBING & HEATING	CHEAPEST GRADE	CHEAP GRADE	MEDIUM GRADE ✓	GOOD GRADE	HIGH GRADE

Location North Ave.

Formerly Part of Block | Lot | Apport. No. Date

19..... Valuation 44,750.50

Section 3 Block 822 Lot 5.

BUREAU OF ASSESSMENT — CITY OF NEW ROCHELLE N.Y. — OWNERSHIP RECORD

Conveyed	Recorded	Entered	From Whom to Whom	Address		Mortgages	R.S.	Tot.Consid.	Liber	Page
			North Ave Presbyterian Ch							
			THE PRESBYTERIAN CHURCH OF N.R., N.Y.							
11.2.77	11.9.77	12.21.77	CITY OF NEW ROCHELLE		WL 17,13			285,000	7432	140

Over

Location #2 Mason Ct.

Formerly Part of Block | Lot | Apport. No. Date | 19..... Valuation | Section 3 | Block 822. | Lot 43.

BUREAU OF ASSESSMENT — CITY OF NEW ROCHELLE N.Y. — OWNERSHIP RECORD

Conveyed	Recorded	Entered	From Whom to Whom	Address		Mortgages	R. S.	Tot. Consid.	Liber	Page
			Kosch + Gilmore							
6.28.09	7.3.09	11.10.09	Emma L. Gray						1878	173
3.5.47	3.6.47	6.12.47	John S. Sick				12.65		4496	346
2.19.48	4.13.48	5.24.48	John S. Sick & John Sick & w				55¢		4621	499
2.19.48	4.13.48	5.24.48	John S. Sick & Ora				55¢		4622	11
10.1.60	10.6.60	10.24.60	Muncie A. Sick						6054	117 114
11.63		8.10.63	Muncie A. Tingley					(by marriage)		
7.17.74	7.18.74	8.21.74	City of New Rochelle				44.00		7209	136

Lot 23 New 3/4 Lot 21 merger

Columbus 5/10/76

Over

Location 4 Beaufort Pl.

Formerly Part of Block | Lot | Apport. No. Date | 19.... Valuation 44600 EX | Section 3 | Block 822 | Lot 23.

BUREAU OF ASSESSMENT — CITY OF NEW ROCHELLE N.Y. — OWNERSHIP RECORD

Conveyed	Recorded	Entered	From Whom to Whom	Address		Mortgages	R. S.	Tot. Consid.	Liber	Page
			Winfield C. Crosier							
2.2.11	2.6.11.		Wm B. Gower			49				
3.30.20	4.1.20.	1.13.22	Louise P. Jewell						1940	395
7.9.30	7.31.30	9.25.30	North Ave. Presbyterian Ch.	div.			12.00		2246	157
6.5.62	6.6.62	8.7.62	CITY OF NEW ROCHELLE			8500.			3063	64.
					w.l. 31		33.00		6208	488

ELIMINATED NOW PART OF LOT MARCH 21 1978

Over

LAND DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF NEW ROCHELLE
AND
REFUGIO DE ESPERANZA, INCORPORATED

This Agreement dated as of December 28, 2018 by and between the CITY OF NEW ROCHELLE, a New York municipal corporation with offices at 515 North Avenue, New Rochelle, New York 10801 ("City") and REFUGIO DE ESPERANZA, INCORPORATED a not-for-profit corporation organized and existing under the laws of Delaware, having offices at 473 North Avenue, New Rochelle, New York 10801 ("Developer").

WHEREAS, the City has been engaged in discussions with developer for the sale of a portion of the current City Hall parking lot to be used for construction of a community center; and

WHEREAS, on or about June 14, 2016, the City Council, by Resolution No. 136 authorized the City Manager to enter into an agreement with the Developer to sell a portion of the rear parking lot located at 515 North Avenue, identified as Bl. 822 Lot 5 (the "Property") to the Developer for the purpose of its development as a community center and authorized the City Manager to execute this agreement upon terms set forth therein and upon such other terms and conditions that may be acceptable to the City Manager and the Corporation Counsel;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herin, the receipt and sufficiency of which the parties hereto acknowledge; the City and the Developer agree as follows:

1. **CONVEYANCE AND ACCEPTANCE.** The City agrees to sell and convey, and the Developer agrees to purchase and develop, the Property, subject to the terms and conditions set forth in this Agreement.
   (a) The Property is identified as an approximately 11,500 square foot portion of Bl. 822 Lot 5 substantially conforming to the survey prepared by Aristotle Bournazos dated March 2017 annexed hereto as Exhibit A. It being

understood that the exact dimensions and square footage are to be determined by agreement between the City and Developer's architect.

2. **EXECUTION OF AGREEMENT.** This Agreement shall become binding upon the parties hereto on the date that it has been fully executed by the City and the Developer.

3. **INSTRUMENT OF CONVEYANCE.** The instrument to be used to convey the Property shall be a quitclaim deed (the "Deed").
   (a) The Deed:
      (i) shall be generally consistent with Exhibit I
      (ii) shall state the grantee's name and address as being the same as those of the Developer, as stated in the preamble hereof.

4. **CONSIDERATION.** The City shall sell, and the Developer shall purchase, the Property, for the sum of One Million Five Hundred Thousand ($1,500,000) Dollars, payable as follows:
   (a) One Hundred Fifty Thousand ($150,000.00) on the signing of this Agreement by check drawn on the New York Office of a member bank of the New York Clearinghouse Association payable to the unendorsed order of the Escrow Agent as down payment. Such monies shall be held in escrow pursuant to the terms of this agreement.
   (b) One Million Three Hundred and Fifty Thousand ($1,350,000.00) at the Closing of Title by wire transfer or official bank check payable to the City.

5. **REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS**
   (a) City represents, warrants, covenants, and agrees as follows:
      (i) The City is a duly organized, validly existing New York municipal corporation;
      (ii) The City has the full power and authority to execute, deliver and perform this Agreement and full power and authority to consummate the transactions herein described, and the person who has executed this Agreement on behalf of the City has the authority to do so.
   (b) Developer represents, warrants, covenants and agrees as follows:
      (i) The Developer is a duly organized validly existing Delaware not-for-

profit Corporation authorized to do business in New York;

(ii) The Developer has the full power and authority to execute, deliver and perform this Agreement and full power and authority to consummate the transactions herein described and the person who has executed this Agreement on behalf of the Developer has the authority to do so.

(c) All representations, warranties, covenants and agreements contained in this Agreement shall be deemed to be restated on the Closing of Title and shall be true and correct as of such date.

6. **DOWNPAYMENT HELD IN ESCROW.** Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at Citibank, N.A. 1040 Boston Post Road, Rye, New York 10580 until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this Agreement.

(a) The down payment shall be delivered to Escrow Agent in accordance with the provisions of paragraph 4 hereof, and shall be held by Escrow Agent until the Closing of Title or sooner termination of this Agreement.

(b) At the Closing of Title the down payment shall be paid by Escrow Agent to the City.

(c) If for any reason the Closing of Title does not occur, then Escrow Agent shall continue to hold the down payment until otherwise directed by joint written instructions from City and Developer or a final judgment of a court having jurisdiction. Escrow Agent, however, shall have the right at any time to deposit the down payment with the clerk of any state court sitting in the State of New York. Escrow Agent shall give written notice of such deposit to City and Developer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(d) The parties acknowledge that Escrow Agent (i) is acting solely as a stakeholder at their request and for their convenience, (ii) shall not be deemed to be the agent of either of the parties and (iii) shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, willful disregard of this Agreement or involving gross negligence. City and Developer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees and disbursements, incurred in connection with the

performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

(e) Escrow Agent shall place the down payment in a federally insured account in the Depository Bank. Escrow Agent shall not be liable for any losses suffered in connection with any such deposit. Any fees or charges in connection with such investment shall be paid out of the amounts held in escrow before any other payments shall be required to be made from such amounts.

(f) Upon any delivery of the amount remaining in escrow as provided in this section, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of the escrow or under this Agreement.

(g) Escrow Agent shall be entitled to rely or act upon any notice, instrument or document believed by Escrow Agent to be genuine and to be executed and delivered by the proper person, and shall have no obligation to verify any statements contained in any notice, instrument or document or the accuracy or due authorization of the execution of any notice, instrument or document. The terms of this subparagraph shall not be deemed to release Escrow Agent's liability for damages suffered by the Escrow Agent as a result of Escrow Agent's actions or omissions taken in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

7. **TITLE REPORT AND PERMITTED EXCEPTIONS.** Developer, at its sole cost and expense, shall obtain from a reputable title insurance company licensed to do business in the State of New York (the "Title Company"), an examination of title for the property and shall cause same to be delivered to City's attorney.

(a) The conveyance of the Property shall be subject to the following easements, covenants, conditions . and restrictions (collectively, "Permitted Exceptions"):

(i) zoning regulations, municipal building restrictions, environmental quality or land use restrictions or regulations and all other laws, ordinances, regulations and restrictions and the violations of or non-compliance with any of the foregoing, or with other lawful action of any public authority having jurisdiction ;

(ii) variations between fences, retaining walls, steps, hedges, shrubs, trees and record lines of title;

(iii) utility and telephone company rights and easements to maintain, install or remove poles, wires, cables, pipes, boxes and other facilities and equipment in, over and upon the property;

(iv) easements that affect any land in the bed of any street, road or avenue, opened or proposed, in, on, in front of or adjoining the property;

(v) rights and easements for the installation, maintenance and replacement of water mains and sewer lines and facilities and equipment in, over and upon the property;

(vi) covenants, conditions, restrictions, easements and agreements of record; and

(vii) the existing state of the title of the City and any state of facts an accurate survey would show.

8. **Site "As Is"; Risk of Loss and Environmental Matters.** The City shall convey the Property "as is" as to title and physical condition.

(a) The City shall not prepare the property for any purpose whatsoever related to Developer's obligations, and Developer agrees to accept the property in its condition, environmental or otherwise. The City will not under any circumstances be liable to Developer for any damages which may result should any improvements on the property be damaged or destroyed in any manner prior to the Closing of Title to Developer.

(b) This Agreement is made without warranty, express or implied, as to the condition of the property or as to the suitability or fitness of the land, improvements or appurtenances thereto for construction and subsequent use by Developer, its successors or assigns. Developer acknowledges that it has been given ample opportunity prior to the date hereof to go upon the property to make investigations, and purchases the property in accordance with this Agreement at the full Purchase Price, irrespective of the condition of the property and of any unusual subsurface or subsoil conditions which may be found or discovered thereon at any time.

(c) Developer acknowledges that neither the City nor any employee, representative or agent of the City has made any representation, warranty or covenant, express or implied, with respect to the property and it is agreed that the City makes no representations, warranties or covenants, express or implied, as to its physical condition; as to the condition of any improvements thereon; as to any compliance with Environmental Laws, or otherwise, affecting the use, value, occupancy or enjoyment of the property; or as to any other matter

whatsoever, IT BEING EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" CONDITION, ENVIRONMENTAL OR OTHERWISE.

(d) From and after the Closing of Title, Developer shall comply with the provisions of all Environmental Laws applicable to the Project and the uses and activities conducted, and will perform all investigations, removals, remedial actions, cleanup and abatement, corrective action or other remediation that may be required pursuant to any Environmental Law with regard to any condition of the property existing before or after the Closing of Title, at its sole cost and expense, and the City, and its members, officers, agents and employees shall have no responsibility or liability with respect thereto.

(e) Nothing in this Agreement is intended in any way to preclude or limit Developer from pursuing any remedies Developer may have with regard to the existence of any Environmental Condition, in, on, under or about the property against any party, other than the City and its members, officers, agents and employees.

(f) "Environmental Conditions" shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a hazardous waste, hazardous substance, pollutant or contaminant subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by the Federal government, or any agency, court or body of thereof and the State of New York or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions (collectively, the "Environmental Laws").

The provisions of paragraph 8 shall survive closing of title or other termination of this Agreement.

9. **CONDITIONS PRECEDENT TO CLOSING OF TITLE; CLOSING OF TITLE.** Developer's obligation to close is conditioned upon City subdividing the Property from the larger lot currently identified as Bl. 822 Lot 5 and the City obtaining a final subdivision plat for the Property.

(a) City shall promptly take all actions necessary to subdivide the Property from the larger lot. All costs associated with the subdivision of the property from the larger lot including, surveys, engineering, architectural and legal fees, title searches, shall be the responsibility of the City. However, in the event Developer does not proceed to closing for any reason other than City's willful default, Developer shall reimburse City for all costs actually incurred by the City in connection with the subdivision.

(b) The Closing of Title and delivery of the Deed shall occur on or before 30 days from the date City obtains final subdivision approval.

(c) Notwithstanding anything in this Agreement to the contrary, the date for the Closing of Title may be adjourned for not more than 60 days upon the mutual consent of the parties. Each party agrees that such consent shall not be unreasonably withheld if such adjournment is requested by the other party.

(d) The Closing of Title contemplated in this Agreement shall be held at the offices of the City's Corporation Counsel, 515 North Avenue, New Rochelle, New York, or at such other location as the parties may mutually agree upon. At the Closing of Title the City shall deliver an executed Deed. The City and Developer agree to execute and deliver a New York Real Estate Transfer Tax Return Credit Line Mortgage Certificate (TP-584), a RP-5217 and such other forms as may be reasonably necessary to record the transaction.

(i) Real estate taxes will be adjusted and prorated on the basis of the fiscal year for which assessed based on a 365 day year.

10. **DEFAULT ON OR BEFORE CLOSING.**

(a) Default by City

(i) If, on or prior to the Closing Date, City defaults in any of the covenants, agreements or obligations to be performed by City under this Agreement on or as of the Closing Date (or at the Closing) beyond all applicable grace and cure periods or City otherwise

materially defaults hereunder and such other material default is not cured, then, and in any of such events, Developer, as its sole remedy therefor, may either (1) seek specific performance of City's obligations hereunder, without abatement, credit against or reduction of the Purchase Price or (2) terminate this Agreement by written notice to City, whereupon the down payment shall be refunded to Developer; it being understood and agreed that in no event shall Developer be entitled to monetary damages. If Developer shall elect to so terminate this Agreement, then, upon such election, neither party shall have any further rights or obligations hereunder. Developer waives any other right or remedy, at law or in equity, which Developer may have or be entitled to as a result of any default by City.

(ii) If Developer, with knowledge of a default in any of the covenants, agreements or obligations to be performed by City under this Agreement beyond all applicable grace and cure periods or a material inaccuracy in any representation or warranty of City made in this Agreement, elects to proceed to Closing of Title, then, upon the consummation of the Closing, Developer shall be deemed to have waived any such default and/or material inaccuracy and shall have no claim against City on account thereof.

(b) Default by Developer

(i) If, on or prior to the date for the Closing of Title, Developer defaults in any of the covenants, agreements or obligations to be performed by Developer under this Agreement on or as of the Closing Date (or at the Closing) beyond all applicable grace and cure periods, or City shall become aware of an inaccuracy in any representation or warranty made by Developer pursuant to this Agreement which has a material adverse effect on City or Developer otherwise materially defaults hereunder and such other material default is not cured, then, and in any of such events, City, as its sole remedy therefor, may terminate this Agreement by written notice to Developer, whereupon, City may retain as liquidated damages on account thereof, the down payment , and the down payment shall be paid to City by Escrow Agent in full satisfaction of all of Developer's obligations hereunder. Upon any such termination of this Agreement, neither party shall have any further rights or obligations hereunder other than those which expressly survive the termination of this Agreement. City and Developer agree that the damages that City will sustain as a result of such termination will be

substantial, but will be difficult to ascertain, and the aforesaid liquidated damages are a fair and reasonable amount to be retained by City as agreed and liquidated damages and shall not constitute a penalty or a forfeiture.

(ii) If City, with knowledge of a default in any of the covenants, agreements or obligations to be performed by Developer under this Agreement beyond all applicable grace and cure periods or a material inaccuracy in any representation or warranty of Developer made in this Agreement, elects to proceed to the Closing of Title, then, upon the consummation of the Closing of Title, City shall be deemed to have waived any such default and/or material inaccuracy and shall have no claim against Developer or any assignee on account thereof.

11. **COMMENCEMENT AND COMPLETION OF PROJECT.** The Developer shall undertake the construction of the Project on the Property subject to the terms and conditions of the City Council Resolution approving the sale.

(a) The Project shall be defined as the development and construction on the land conveyed hereunder of an approximately 21,654 square foot Community Center, including a community room, gymnasium, kitchen, classrooms and meeting rooms.

(b) No later than 30 days after the closing, the plans for the Project shall be submitted to the Commissioner of Public Works and Development for approval, prior to filing with the Building Department.

(c) Developer shall be solely liable for all costs incurred in connection with the processing of applications for the City Approvals. The City makes no representations as to the City Approvals. Notwithstanding the foregoing, the City agrees, in good faith to process and review the Developer's applications for the City Approvals. City Approvals shall mean the site plan approval from the Planning Board and other discretionary land use approvals required from the City for the Project.

(d) The Developer shall, at its own cost, apply for the Building Permit for the Project not later than 60 days after the receipt of City Approvals. Construction of the Project and shall commence within 30 days after receipt of the said Building Permit and shall be diligently prosecuted to completion as soon as practicable and not later than 24 months after the receipt of the New Rochelle Planning Board approval therefor, subject to Unavoidable Delays.

(e) The Project shall be constructed in a workmanlike manner and in conformity with the site plan approval of the City Planning Board and building plans approved by the New Rochelle Bureau of Building in connection with the Building Permit and any building permits subsequently obtained for the Project and in accordance with law.

(f) All costs of development, including, but not limited to, closing, surveying, clearing, environmental remediation, site improvements, access, sanitary and storm sewers, permits, and off-site traffic improvements, shall be the sole responsibility of the Developer.

(g) Parking for the Project shall be provided by Developer in compliance with the New Rochelle City Code. Any use of the City Hall parking lot for parking or access shall be subject to a separate lease agreement. At closing, City agrees to execute a lease in favor of Developer for the exclusive use of 15 parking spaces for a term not less than 50 years. The spaces shall be located in a portion of the present City Hall parking lot where the easterly line of the City property meets the westerly, or rear property line of Lot 35, commonly known as 4 Manor Place.

(h) Developer shall bear the entire cost of installing and/or re-locating the necessary utility connections on any part of the Property, and between the Property and the sanitary sewers, storm drains, water lines, electric, gas, telephone and other public utility lines owned by the City and by any private and public utility companies within or beyond the boundaries of the Site, and Developer shall secure any permits and approvals required for any such installation, subject to Unavoidable Delays.

(i) Completion of Construction shall be defined by the issuance by the Bureau of Building of the City of a temporary or permanent certificate of occupancy for the Project.

(j) An unavoidable delay shall be defined as any delay, obstruction, or interference resulting from any act or event which has a material adverse effect on a party's obligations to perform under this Agreement provided that such act or event is beyond the reasonable control of such party and was not separately, concurrently or partially caused by any negligent or willful act or omission of such party, and provided that such act or event could not have been prevented by reasonable action on such party's part and such party asserting such act or event has used its best efforts to remedy the delaying condition in an expedient and efficient manner, including, without limitation, acts of force majeure.

The provisions of paragraph 11 shall survive closing of title or other termination of this

Agreement.

12. **RESTRICTIONS ON USE OF PROPERTY AND PROJECT.** The Project shall be used exclusively as a community center on the following terms and conditions:

(a) activities shall be predominately held during afterschool hours and on weekends

(b) no commercial operation shall be maintained on the premises

(c) community events with an anticipated occupancy of 25 or more persons shall be restricted to weekends or after 5:00 PM on weekdays

(d) no event or activity shall be permitted to continue beyond 11:00 PM on any day.

13. **INSURANCE AND INDEMNIFICATION.** In the event the City permits the construction to begin prior to the final subdivision approval, then, during the construction of the Project, Developer shall cause the City to be named as additional insured on any policies of liability insurance which Developer and its contractors shall maintain during such construction period.

(a) The Developer shall defend, indemnify and hold the City, including its boards, departments, officers, employees and agents, free and harmless from and against any and all liability, damages, claims, demands, costs, judgments, fees (including reasonable attorney fees), or losses to the extent arising from the acts or omissions of the Developer or any party under the direction or control of the Developer.

The provisions of paragraph 13 shall survive closing of title or other termination of this Agreement.

14. **NONDISCRIMINATION.** Developer shall abide by and shall cause its contractors, subtenants, assignees, and franchisees to abide by the City's Nondiscrimination and Equal Opportunity Policy adopted October 22, 1996, as amended. During the construction of the Project:

(a) Developer shall not discriminate against any employee or Developer for employment because of race, color, religion, sex, age, physical disability, national origin, ancestry, or sexual orientation, and will comply will all govermnental rules, laws and regulations relating thereto.

(b) Developer shall post and keep posted in conspicuous places, available to employees

and Developers for employment, notices to be provided by the Commission of Human Rights setting forth the substance of the provisions of subsection (a) of this Section and such provisions of the State of New York's laws against discrimination as such Commission shall determine.

(c) Developer shall state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, color, religion, sex, age, physical disability, national origin, ancestry, or sexual orientation.

(d) Developer shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law of the State of New York, will furnish all information and reports deemed necessary by the Commission of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the Commission of Human Rights, the City, the State Attorney General, the State Commissioner of Housing and Community Renewal and the State Industrial Commissioner, for purposes of investigation to ascertain compliance with those non-discrimination clauses and such sections of the said Executive Law and Civil Rights Law.

(e) Developer shall include the provisions of sub sections (a) through (d) hereof in every subcontract or purchase order, altered only to reflect the proper identity of the parties, in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The provisions of sub paragraphs (a) through (d) hereof shall also be included in any agreements with any space tenants, concessionaires, licensees or other occupants of portions of the Project or their contractors if any such agreement requires such party to construct or cause to be constructed any of the Project.

The provisions of paragraph 14 shall survive closing of title or other termination of this Agreement.

15. **BROKER.** Each of the parties hereto represents and warrants to the other party that it has not dealt with any broker, consultant, finder or like agent who might be entitled to a commission or compensation on account of introducing the parties, or the negotiation or execution of this Agreement. Each of the parties further agrees to indemnify and hold harmless the other party

and its respective successors and assigns, from and against any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of any breach by said party of the representations and warranties in this Section.

16. **Legal Fees.** Each party shall pay the fees and disbursements of its own legal counsel.

17. **Conflict of Interest.** No member, official, consultant, professional, agent or employee of the City shall have any personal interest, direct or indirect, in this Agreement or in Developer, nor shall any such member, official, consultant, professional, agent or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested.

18. **Estoppel Certificates.** Each of the parties agrees to at any time and from time to time, within ten (10) days following written notice by any party to the other party hereto, to execute, acknowledge and deliver to the party who gave such notice a statement in writing certifying that this Agreement, and if amended as amended, is still in full force and effect and stating whether or not to the actual knowledge of the signer of such certificate, without any duty of inquiry or due diligence but based upon actual notice only, the other party is in default in performance of any covenant, agreement, or condition contained in this Agreement, and, if so, specifying each such default of which the signer may have actual knowledge, it being intended that any such statement delivered pursuant to this section may be relied upon only by any prospective mortgagee or assignee of any mortgage in respect of the requesting party's interest.

19. **Notice and Demand.** A notice, demand, consent, request, approval, or other communication under this Agreement by either party to the another party shall be deemed sufficiently given either on the third (3rd) business day following the date of its dispatch by certified mail, postage prepaid, return receipt requested, or on the day such writing is delivered (or delivery by courier or express mail is refused) during regular business hours if sent by facsimile (with a copy sent the same day by express mail, private courier or overnight courier), or express mail, addressed both to the address for the receiving party as set forth in the preamble to this Agreement together with to the address of the attorney for the receiving party. If a party changes its address, it shall advise the other party to this Agreement of such new address in accordance with the notice requirements of this section.

Notice to City: K. Gill, Esq.
Chief of Staff for Policy and Government Affairs/Corporation Counsel
515 North Avenue
New Rochelle, New York 10801
914-654-2125
Kgill@newrochelleny.com

With copy to: Susan Schneider Lonergan, Esq.
12 Horton Street
Rye, New York 10580
914-488-4550
sschneiderlonergan@gmail.com

Notice to Developer: Refugio de Esperanza Incorporated

With copy to: Austin Torres, Esq.
Torres & Torres, Esqs.
89 Beverly Road
New Rochelle, New York 10804
718-654-6000
914-462-7487 (c)
ttlawyers@aol.com

20. MISCELLANEOUS

(a) The Developer may not assign this Agreement, may not transfer title to the Property and/or the Project, without the prior written consent of the City Manager and Corporation Counsel which consent may not be unreasonably withheld.

(b) The City shall not unreasonably withhold its consent to amendments to this Agreement which are requested by a mortgagee of the Project which is an institutional lender and which requests such amendments as a condition of making a loan to the Developer for construction of the Project, provided however that no such amendments shall materially change the terms and conditions of this Agreement or materially violate the City's rights and powers as a municipal corporation.

(c) The parties to this Agreement specifically reserve any and all rights and remedies they may have if the other party materially defaults in any of its obligations under this Agreement,

which rights and remedies shall survive termination or expiration of this Agreement including but not limited to injunctive relief and other equitable remedies.

(d) The titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(e) This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within New York. Any action or proceeding brought in connection with this Agreement shall be brought in the Supreme Court of the State of New York with venue in Westchester County.

(f) This Agreement including all schedules attached hereto contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and writings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto. In the event that any provision of this Agreement shall be held or determined to be invalid or unenforceable in any court proceeding, then, such invalidity or unenforceability shall affect only the provision which is the subject of such determination and all other provisions of this Agreement shall remain in full force and effect, and the parties shall apply their best efforts to modify the affected provisions to eliminate such invalidity or unenforceability.

(g) No waiver of any breach or any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

(h) This Agreement shall bind and enure to the benefit of the parties and their respective successors and assigns. This Agreement may not be assigned except as set forth above.

(i) In the event of any default of any of the material covenants or obligations contained herein by either of the parties to this Agreement (either such party a "Defaulting Party"), then the City or the Developer, as the case may be, shall deliver written notice of such default to the Defaulting Party setting forth the nature of such default (the "Notice of Default"). In the

event that such default is not cured within thirty (30) days following receipt of such Notice of Default or, in the event that the default is not reasonably susceptible of being cured within such thirty (30) day period, the Defaulting Party has not commenced to cure such default or does not thereafter continue to diligently prosecute the cure of such default, then the party delivering such notice shall have, except as otherwise provided herein, the right to exercise any and all remedies available to it at law or equity.

(j) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(k) The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in " portable document format" (" .pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

REFUGIO DE ESPERANZA, INCORPORATED

BY: ELNORA RIVERA

TITLE: PRESIDENT

APPROVED AS TO FORM ONLY

K. GILL, CORPORATION COUNSEL

CITY OF NEW ROCHELLE

BY: CHARLES B. STROME, III
CITY MANAGER

ACKNOWLEDGMENTS

STATE OF NEW YORK,

COUNTY OF WESTCHESTER) ss.:

On the 28th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of New York, came Charles B. Strome III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Agreement, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Brian J. Powers

BRIAN J. POWERS
Notary Public, State of New York
No. 4620721
Qualified in Westchester County
Term Expires 5/31/2019

STATE OF NEW YORK,

COUNTY OF WESTCHESTER) ss.:

On the 21st day of December, 2018, before me, the undersigned, a Notary Public in and for the State of New York, came CLARA RIVERA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Agreement, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

AUSTIN TORRES
Notary Public, State of New York
No. 60-4002857
Qualified in Westchester County
Certificate filed in Bronx County
Commission Expires Dec. 31, 2021

Preliminary

SUBDIVISION MAP

PREPARED FOR

Refugio de Esperanza Church

SITUATED IN THE CITY OF NEW ROCHELLE, WESTCHESTER COUNTY, NEW YORK.
Tax Lot 5 & portion of Tax Lot 13, Block 822, Section 3

SURVEY COMPLETED: March 9, 2017
MAP COMPLETED: March 13, 2017

SCALE: 1 INCH=30 FEET

N.Y.S. Lic. No. 49088

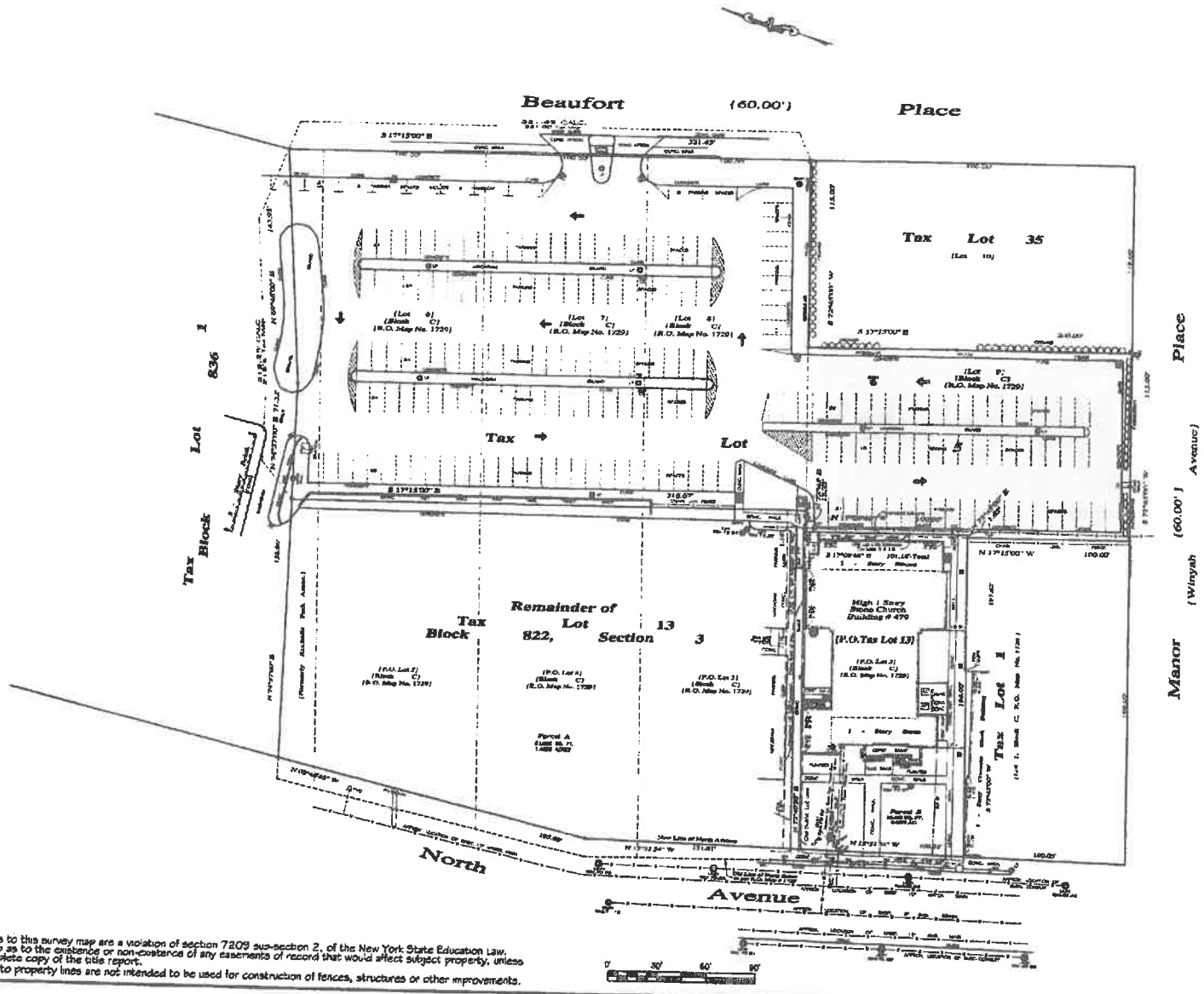


EXHIBIT "A"

Unauthorized alteration or additions to this survey map are a violation of section 7209 sub-section 2, of the New York State Education Law.
No guarantee is implied by this map as to the existence or non-existence of any easements of record that would affect subject property, unless surveyor has been furnished a complete copy of the title report.
Dimensions shown from structures to property lines are not intended to be used for construction of fences, structures or other improvements.

LOCATION	OWNER	SECTION	BLOCK	LOT
479 North Avenue	Card #1 C-1	3	822	13

BUREAU OF BUILDINGS — CITY OF NEW ROCHELLE, N. Y.

NEW BUILDINGS

PLAN NO.	FILED	FINISHED	TYPE OF BLDG.
5948	4/16/23		Parish House

ADDITIONS AND ALTERATIONS

Min.alt.	5/28/61	6/22/61	Replace exist. wood partition in bsmt. of Church House with concrete block wall.
35384	9/7/67	3/15/68	1-story add. & exter. stair-rear; min. alt.-inter.
Appl.	#74041	20/65	Canc'ldAdd.&access. Park. Lot
47917	2/10/97	7/20/98	-demo. 2 sty. wood fr. & b.v. Parish House
48603	12/19/97	7/20/98	-oil hydraulic pass. elev. #568
48601	12/08/98	7/20/98	-"elev. #569
48602	12/19/97	7/20/98	-" elev. #567
48604	12/19/97	7/20/98	-" elev. #566

CERTIFICATE OF OCCUPANCY

DATE	NUMBER
3/21/68	C Comp.
7/20/98	CC#
	311-98
7/20/98	CC#
	310-98
7/20/98	CC#309-98

TEMPORY PERMITS

DEPT. OF LABOR

ELECTRICAL PERMITS

FILED	FINISHED	CERT. NO
9/18/59	12/11/59	354 9
10/1/65		A112
7/11/66	10/3/66	4839
6-25-81		5506
12-5-81		5625
7/20/98	CC#308-98	
7/20/98	CC# 307-98	

SIGNS

PERMIT NO.	FILED	FINISHED

AREAWAYS

VIOLATIONS

TYPE	FILED	REMOVED
331-39 Commercial Vehs.	8/16/96	

REMARKS

Case No. 20-1965, Res. No. 18-1965, 2/23/65 Bd. Appls. Zon. GRANTED PERMISSION to construct an addition & accessory parking lot to a non-conf. Church whereas a non-conforming bldg. may not be structurally altered or enlarged whereas proposed parking area encroaches upon rear yard whereas off-street parking over

spaces provided are less than number required (with 2 reasons for classification as non-conforming) in a C-1 Zoned District at the premises 479 North Ave. Block 822 Lots 5,13, & 17 as per plans submitted.

LOCATION	OWNER	SECTION	BLOCK	LOT
479 North Avenue	Card #2 C-1	3	822	13

BUREAU OF BUILDINGS — CITY OF NEW ROCHELLE, N. Y.

NEW BUILDINGS

PLAN No.	FILED	FINISHED	TYPE OF BLDG.
35565	1/8/68	8/2/73	Construct & enlarge Parking Lot for 48 Off-street Park. Spaces.

ADDITIONS AND ALTERATIONS

PLAN No.	FILED	FINISHED	TYPE OF BLDG.
34352	8/25/65	12/9/70	Alt.-reface front and refurbish narthex, etc.
39576	6/25/81	12/2/82	interior refurbishment
48820	4/1/98	7/20/98	-install sidewalk lift hydraulic
49085	7/21/98	7/21/98	-install one undergr. double wall fiberglass 5000 gal. gas storage tank
47917	2/10/97	7/20/98	-demo. 3 sty. wood frame and brick veneer "Parish House" bldg.

DEMOLITIONS

CERTIFICATE OF OCCUPANCY

DATE	NUMBER
12/14/70	C Comp.
8/2/73	C Comp.
7/20/98	CC#291-98
7/21/98	CC#320-98
7/20/98	CC#307-98
2/2/82	C. Com.

ELECTRICAL PERMITS

FILED	FINISHED	CERT. No.

SIGNS

PERMIT No.	FILED	FINISHED

DEPT. OF LABOR

AREAWAYS

VIOLATIONS

TYPE	FILED	REMOVED
20-Screening	6/4/85	
26-Storage	6/4/85	

REMARKS

LOCATION 475 NORTH AVENUE | OWNER C1 | SECTION | BLOCK 822 | LOT 13

BUREAU OF BUILDINGS — CITY OF NEW ROCHELLE, N. Y.

NEW BUILDINGS				CERTIFICATE OF OCCUPANCY		ELECTRICAL PERMITS			VIOLATIONS		
PLAN No.	FILED	FINISHED	TYPE OF BLDG.	DATE	NUMBER	FILED	FINISHED	CERT. No.	TYPE.	FILED	REMOVED
47957	3/17/97	7/21/98		7/21/98	CO#11946						
	Construct Police/Court										
	bldg. w/pkg. lot for			7/31/98	CC#335-98						
	55 cars										

ADDITIONS AND ALTERATIONS

48670 2/2/98 7/31/98 - install vertical wheelchair lift & 2 incline wheelchair lifts

REMARKS

SIGNS

PERMIT No.	FILED	FINISHED

DEMOLITIONS

DEPT. OF LABOR

AREAWAYS

PB18-98

CITY OF NEW ROCHELLE, N.Y.
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

Introduced:	April 28, 1998
Adopted:	April 28, 1998
Moved By:	Brown
Seconded By:	Bulfamante

RESOLUTION NO. 44-98
BLOCK 822, LOT 13

WHEREAS, on April 28, 1998, J. A. Valenti Contracting Corporation, submitted an application to amend previously approved site plans (Nos. PB43-94 and PB 52-95) to add retaining wall, gas tank and pump, revise parking with 56 exterior spaces and 4 interior spaces at 475 North Avenue, Block 822, Lot 13 in a C-1 Zoned District; and

WHEREAS, it has been determined by the Planning Board of the City of New Rochelle that this site is not in a Critical Environmental area and is an Unlisted action under the SEQRA process; and

WHEREAS, on April 28, 1998, the Planning Board of the City of New Rochelle, declared itself to be the Lead Agency in connection with all processing, procedures, determinations and findings to be made or conducted with respect to the application to amend previously approved site plans (Nos. PB43-94 and PB 52-95) to add retaining wall, gas tank and pump, revise parking with 56 exterior spaces and 4 interior spaces at 475 North Avenue, Block 822, Lot 13 in a C-1 Zoned District. The Planning Board took this action pursuant to Section 8-0101, et seq., of the Environmental Conservation Law and pursuant to the regulations promulgated by the New York State Department of Environmental Conservation, specifically, 6 NYCRR Part 617 ("SEQRA Regulations"); and,

WHEREAS, after careful review and consideration of the full Environmental Assessment Form, it has been determined that this application will not have a significant impact on the environment and does not require the preparation of an Environmental Impact Statement; and

BE IT RESOLVED, that the Planning Board approves the application submitted by J. A. Valenti Contracting Corporation, on the following condition:

1. The Applicant shall comply with all of the terms and conditions required by the Planning Board in Resolutions 43-94 and 52-95.

Dated: May 27 1998

AUTHENTICATED

ANTHONY A. CARBONE, Chairman

Filed in the Office of the City Clerk
on May 28, 1998

DOROTHY ALLEN, City Clerk

PB 18-98

CITY OF NEW ROCHELLE, N.Y.
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

Introduced:	April 28, 1998
Adopted:	April 28, 1998
Moved By:	Brown
Seconded By:	Bulfamante

RESOLUTION NO. 43-98
BLOCK 822, LOT 13

WHEREAS, on April 28, 1998, J. A. Valenti Contracting Corp., submitted an application to amend previously approved site plans (Nos. PB43-94 and PB 52-95) to add retaining wall, gas tank and pump, revise parking with 56 exterior spaces and 4 interior spaces at 475 North Avenue, Block 822, Lot 13 in a C-1 Zoned District; and

WHEREAS, it has been determined by the Planning Board of the City of New Rochelle that this site is not in a Critical Environmental area and is an Unlisted action under the SEQRA process; and

WHEREAS, on April 28, 1998, the Planning Board of the City of New Rochelle, declared itself to be the Lead Agency in connection with all processing, procedures, determinations and findings to be made or conducted with respect to the application to amend previously approved site plans (Nos. PB43-94 and PB 52-95) to add retaining wall, gas tank and pump, revise parking with 56 exterior spaces and 4 interior spaces at 475 North Avenue, Block 822, Lot 13 in a C-1 Zoned District. The Planning Board took this action pursuant to Section 8-0101, et seq., of the Environmental Conservation Law and pursuant to the regulations promulgated by the New York State Department of Environmental Conservation, specifically, 6 NYCRR Part 617 ("SEQRA Regulations"); and,

WHEREAS, on April 28, 1998, after careful review and consideration of the full EAF, a determination was made that this application will not have a significant impact on the environment and does not require the preparation of an Environmental Impact Statement; and now therefore,

BE IT RESOLVED, that the action constitutes an Unlisted action under Part 617 of the SEQRA regulations which will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

Dated: May 27 1998

AUTHENTICATED:

ANTHONY A. CARBONE, Chairman

Filed in the Office of the City Clerk
on May 28, 1998

DOROTHY ALLEN, City Clerk

NOTICE OF DETERMINATION
PLANNING BOARD OF THE CITY OF NEW ROCHELLE
RE: APPLICATION OF J.A. VALENTI CONTRACTING CORPORATION
LOCATED AT 475 NORTH AVENUE, BLOCK 822, LOT 13

Pursuant to Part 617.7 of the implementing regulations pertaining to Article VIII (State Quality Review Act) of the Environmental Conservation Law, this is a Negative Declaration regarding a proposed action in the City of New Rochelle, New York.

This Notice is a Declaration of No Adverse Environmental Impact for the purposes of Article VIII of the Environmental Conservation Law.

By Resolution No. 43-98, on April 28, 1998, the Planning Board of the City of New Rochelle determined that the following action constitutes an Unlisted Action pursuant to Section 617.4 of the SEQRA regulations and will not have a significant effect on the environment and does not require the preparation of an Environmental Impact Statement:

Application of J.A. Valenti Contracting Corporation
Block 822, Lot 13
Zoning C-1
City of New Rochelle

The application is made pursuant to the Zoning Ordinance of the City of New Rochelle.

The application approved by the Planning Board on April 28, 1998, permits the applicant, J. A. Valenti Contracting Corp., to amend previously approved site plans (Nos. PB43-94 and PB 52-95) to add retaining wall, gas tank and pump, revise parking with 56 exterior spaces and 4 interior spaces at 475 North Avenue, Block 822, Lot 13 in a C-1 Zoned District. The following are the reasons supporting this determination:

1. The proposed application will not pose significant negative impacts on the character of the surrounding neighborhood and will improve the appearance and functions of the property.

2. The proposed action will not significantly impact existing air quality, ground or surface water quality or quantity, traffic or noise levels and will not result in a substantial increase in solid waste production, or a substantial increase in potential for erosion, flooding, leaching, or drainage problems.

3. The proposed action will not result in the creation of a material conflict with the community's current plans or goals.

4. The proposed action will not result in the creation of a hazard to human health.

5. The proposed action will not result in a substantial change in the use of land or in its capacity to support existing uses.

6. The proposed action will not result in the impairment of the character or quality of important historical, archaeological, architectural or aesthetic resources.

7. There are no substantial long term, short term, or cumulative environmental impacts or consequences, as set forth in 6 NYCRR Part 617.7 which will result from the action.

In making this determination, the Lead Agency has reviewed the information contained in the full EAF submitted by the Applicant as well as the comments and recommendations of its professional staff. The name and address of the Lead Agency is the Planning Board of the City of New Rochelle, New York. The name and address of the person who could provide further information is Kathleen E. Gill, Deputy Corporation Counsel, Department of Law, City of New Rochelle. Telephone Number: (914) 654-2120.

No Draft Environmental Impact Statement will be prepared in view of the finding that the proposed action will have no adverse environmental significance or impact and the acceptance of the submitted full Environmental Assessment Form (EAF) regarding the proposed action.

Dated: May 27, 1998

AUTHENTICATED

Anthony Carbone /KG

ANTHONY A. CARBONE, Chairman

Filed in the Office of the City Clerk
on May 28, 1998

Dorothy Allen

DOROTHY ALLEN, City Clerk

PB18-98

CITY OF NEW ROCHELLE, N.Y.
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

Introduced:	April 28, 1998
Adopted:	April 28, 1998
Moved By:	Brown
Seconded By:	Bulfamante

RESOLUTION NO. 42-98
BLOCK 822, LOT 13

WHEREAS, on April 28, 1998, J. A. Valenti Contracting Corp., submitted an application to amend previously approved site plans (Nos. PB43-94 and PB 52-95) to add retaining wall, gas tank and pump, revise parking with 56 exterior spaces and 4 interior spaces at 475 North Avenue, Block 822, Lot 13 in a C-1 Zoned District; and

WHEREAS, it has been determined by the Planning Board of the City of New Rochelle that this site is not in a Critical Environmental area and is an Unlisted action under the SEQRA process; now, therefore

BE IT RESOLVED, by the Planning Board of the City of New Rochelle, that the Planning Board does hereby declare itself to be the Lead Agency in connection with all processing procedures, determinations and findings, to be made or conducted with respect to the site plan submitted by the Applicant. The Planning Board takes this action pursuant to Section 8-0101, et seq., of the Environmental Conservation Law and pursuant to the regulations promulgated by the New York State Department of Environmental Conservation, specifically, 6 NYCRR Part 617 ("SEQRA Regulations").

Dated: May 27, 1998

AUTHENTICATED:

ANTHONY A. CARBONE, Chairman

Filed in the Office of the City Clerk
on May 28, 1998

DOROTHY ALLEN, City Clerk

CITY OF NEW ROCHELLE, NEW YORK
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

			Yeas	Nays	Abstain	Absent
Introduced:	October 25, 1994	**Brown**	X			
		Bulfamante	X			
Adopted:	October 25, 1994	**Carbone**	X			
		Corrie	X			
Moved by:	Corrie	**Freeman**	X			
		Ross	X			
Seconded by:	Sussman	**Sussman**	X			

RESOLUTION #43 - 94
GRANTING OF SITE PLAN APPROVAL
THE COURT/POLICE FACILITY
BLOCK 822, LOT 13

WHEREAS, J.A. Valenti Contracting Corp. ("Applicant") has proposed to construct an approximately 65,000 square foot court/police facility on an approximately 80,000 square foot site in the City of New Rochelle. The project site is located on North Avenue adjacent to City Hall and is comprised of properties currently designated on the official tax map of the City of New Rochelle as Block 822, Lot 13; and

WHEREAS, the project site is zoned C-1 General Commercial under which the proposed court/police facility is a permitted use; and

WHEREAS, on October 25, 1994 in accordance with the Land Development and Zoning Code of the City of New Rochelle (the "Code"), having previously complied with the informal review procedures of this Planning Board, the Applicant submitted to the Planning Board a site plan entitled Proposed Public Safety Facility dated October 14, 1994 prepared by Anthony M. Pucilio, Architect, consisting of Site Plan, Landscaping Plan and Elevations, collectively the "Site Plan; and

WHEREAS, in addition to the Site Plan the Applicant and City staff submitted or presented to the Planning Board copies of:

1. Environmental Assessment Form and Traffic Review prepared by Tim Miller Associates, Inc.

2. Determination of Significance of City Council.

3. Environmental Assessment Form submitted on behalf of the Applicant.

4. Correspondence from Westchester County Planning Board dated October 24, 1994; and

5. Interior Floor Plans: Basement, First and Second Floors; and

WHEREAS, the Site Plan details that the facility would be situated lengthwise parallel to North Avenue, and that of the facility's approximately 65,000 square feet, 22,000 square feet would be allocated to the Court, and 43,000 square feet would be allocated to the Police Department; and

WHEREAS, the Project Site would have one direct point of vehicular access and one direct point of vehicular egress from North Avenue with one other point of vehicular ingress from the driveway north of the proposed Facility and a pedestrian access from the existing City Hall parking lot; and

WHEREAS, the City Council of the City of New Rochelle has acted as Lead Agency for the environmental review of this matter in terms of selection of a development proposal and authorization to execute a Sales/Purchase Agreement, which was declared an unlisted action in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the rules and regulations promulgated thereunder at 6 N.Y.C.R.R. Part 617 (collectively "SEQRA"); and

WHEREAS, in compliance with the procedural and substantive requirements of SEQRA in connection with the environmental review of the Applicant's development proposal and the Sales/Purchase Agreement, a Environmental Assessment and Traffic Review prepared by Tim Miller Associates, Inc. was reviewed and accepted by the City Council, public comment was accepted and a determination of significance was adopted by it in which it concluded, among other things, that the environmental impacts associated with the proposed development of the Court/Police Facility on the subject site would not be significant; and

WHEREAS, in compliance with the procedural and substantive requirements of SEQRA, in connection with the Applicant's specific Site Plan proposal the Planning Board, as Lead Agency, conducted its own independent analysis of environmental impacts. the Planning Board considered the analysis previously submitted to the City Council along with the additional information submitted relative to the Site Plan application which is described above-herein; and

WHEREAS, in compliance with the procedural and substantive requirements of SEQRA the Planning Board, as Lead Agency with regard to the Site Plan application, previously has adopted a negative declaration;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Site Plan complies with all requirements in the Zoning Code, conforms to the requirements of the Land Development Regulations, and the design of the Project Site and improvements conform to all other applicable requirements; and, be it further

RESOLVED, that the layout of buildings, driveways, walks, parking and drop-off areas and other features of the Site Plan have been established with due regard to: (a) public convenience and safety, (b) proper relation to pedestrian and vehicular and other uses in adjacent areas, including access and egress plus interior circulation layout, and (c) topography and other land features, including but not limited to the sufficiency of landscaping and effectiveness of screening; and, be it further

RESOLVED, that the Applicant has satisfied the requirements of the Zoning Code, including the submission requirements of Land Development Regulations set forth at Section A 361.25 of the New Rochelle Code; and, be it further

RESOLVED, that based upon the above-detailed findings, the Site Plan is approved subject to the following conditions:

1. The submission of a complete set of building plans for review and approval by the Building Official prior to the issuance of a Building Permit.

2. The submission of an as-built survey prior to the issuance of a Certificate of Occupancy.

3. All curbing, sidewalks, street pavement, landscaping, storm and sanitary sewers, manholes and catch basis shall be constructed pursuant to standards of the City Department of Public Works.

4. The on-street parking proposed along that portion of North Avenue fronting the subject premises shall be eliminated and that area dedicated as a passenger drop-off zone.

5. Signage directing internal traffic flow and designating the handicapped parking and drop-off areas shall be indicated on the Site Plan.

6. In developing the final layout for the building interior, the Applicant, in consultation with its building design experts, shall consider providing a first-aid room.

7. Pedestrian pathways shall be installed from the existing parking lot behind the proposed Court/Police Facility to the proposed Facility and from City Hall to the proposed Facility.

8. The requisite handicapped spaces shall be provided in front of the Court/Police Facility adjacent to North Avenue.

9. A manhole shall be installed at the junction of the trench drain outlets. This manhole shall be drained into the proposed outlet drain with a minimum pipe size of 12" diameter.

10. The brick used for the exterior of the Court/Police Facility shall be matched as closely as possible with the existing brick color of City Hall.

11. All improvements detailed on the Site Plan shall be constructed substantially as set forth therein, including but not limited to landscaping (for which a landscape bond, or other suitable security, in form and substance satisfactory to the Corporation Counsel, shall be posted in the amount of the estimated cost of material and labor and held for a two-year period); and, be it further

RESOLVED, that this Resolution shall take effect immediately.

AUTHENTICATED:

ANTHONY A. CARBONE, CHAIRMAN
Planning Board

Date decision filed in Office of City Clerk
November 15, 1994

GWENDOLYN I. BYRD
City Clerk

CITY OF NEW ROCHELLE, NEW YORK
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

			Yeas	Nays	Abstain	Absent
Introduced:	October 25, 1994	**Brown**	X			
Adopted:	October 25, 1994	**Bulfamante**	X			
Moved by:	Corrie	**Carbone**	X			
Seconded by:	Freeman	**Corrie**	X			
		Freeman	X			
		Ross	X			
		Sussman	X			

RESOLUTION #42 - 94
DETERMINATION OF SIGNIFICANCE RESOLUTION
THE COURT/POLICE FACILITY
BLOCK 822, LOT 13

WHEREAS, J.A. Valenti Contracting Corp. ("Applicant") has proposed to construct an approximately 65,000 square foot court/police facility on an approximately 80,000 square foot site in the City of New Rochelle. The project site is located on North Avenue adjacent to City Hall and is comprised of properties currently designated on the official tax map of the City of New Rochelle as Block 822, Lot 13; and

WHEREAS, the project site is zoned C-1 General Commercial under which the proposed court/police facility is a permitted use; and

WHEREAS, on October 25, 1994 in accordance with the Land Development and Zoning Code of the City of New Rochelle (the "Code"), having previously complied with the informal review procedures of this Planning Board, the Applicant submitted to the Planning Board a site plan entitled Proposed Public Safety Facility dated October 14, 1994 prepared by Anthony M. Pucillo, Architect, consisting of Site Plan, Landscaping Plan and Elevations, collectively the "Site Plan; and

WHEREAS, in addition to the Site Plan the Applicant and City staff submitted or presented to the Planning Board copies of:

1. Environmental Assessment Form and Traffic Review prepared by Tim Miller Associates, Inc.

2. Determination of Significance of City Council.

3. Environmental Assessment Form submitted on behalf of the Applicant.

4. Correspondence from Westchester County Planning Board dated October 24, 1994; and

5. Interior Floor Plans: Basement, First and Second Floors; and

WHEREAS, the Site Plan details that the facility would be situated lengthwise parallel to North Avenue, and that of the facility's approximately 65,000 square feet, 22,000 square feet would be allocated to the Court, and 43,000 square feet would be allocated to the Police Department; and

WHEREAS, the Project Site would have one direct point of vehicular access and one direct point of vehicular egress from North Avenue with one other point of vehicular ingress from the driveway north of the proposed Facility and a pedestrian access from the existing City Hall parking lot; and

WHEREAS, the City Council of the City of New Rochelle has acted as Lead Agency for the environmental review of this matter in terms of selection of a development proposal and authorization to execute a Sales/Purchase Agreement, which was declared an unlisted action in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the rules and regulations promulgated thereunder at 6 N.Y.C.R.R. Part 617 (collectively "SEQRA"); and

WHEREAS, in compliance with the procedural and substantive requirements of SEQRA in connection with the environmental review of the Applicant's development proposal and the Sales/Purchase Agreement, a Environmental Assessment and Traffic Review prepared by Tim Miller Associates, Inc. was reviewed and accepted by the City Council, public comment was accepted and a determination of significance was adopted by it in which it concluded, among other things, that the environmental impacts associated with the proposed development of the Court/Police Facility on the subject site would not be significant; and

WHEREAS, in compliance with the procedural and substantive requirements of SEQRA, in connection with the Applicant's specific Site Plan proposal the Planning Board, as Lead Agency, conducted its own independent analysis of environmental impacts. the Planning Board considered the analysis previously submitted to the City Council along with the additional information submitted relative to the Site Plan application which is described above-herein; and

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Planning Board, as the agency authorized to approve the Site Plan described herein, the anticipated impacts of which are of primarily local significance, is the Lead Agency for the environmental review of the proposed action, which constitutes an unlisted action under SEQRA; and, be it further

RESOLVED, that the Planning Board has reviewed the Tim Miller environmental analysis and traffic study, the full Environmental Assessment submitted on behalf of the Applicant and the entire record herein and before the City Council in connection with this action and considers the record to be sufficient upon which to base its determinations with regard to environmental findings herein; and, be it further

RESOLVED, that the requirements of SEQRA have been met and consistent with social, economic and other essential considerations from among the reasonable alternatives thereto, the action to be approved minimizes or avoids adverse environmental effects to the maximum extent practicable, including the effects disclosed in the Environmental Assessments; and, be it further

RESOLVED, that the annexed document entitled "State Environmental Quality Review Negative Declaration Notice of Determination of Non-Significance, dated October 11, 1994", which is incorporated herein by reference, contains facts and conclusions set forth during the environmental impact review process, relied upon to support this Board's Determination of Significance in accordance with SEQRA and indicates the social, economic and other factors and standards which form the basis of its decision. Moreover, this Determination that the proposed action described herein will not have a significant impact on the environment and a Draft Environmental Impact Statement will not be prepared, i.e, negative declaration, is supported by the following additional Site Plan related facts and conclusions:

- The new Court/Police Facility will not generate any appreciably greater level of traffic than the existing facility located it is to replace on the same block. The net traffic impact from the proposed project is the difference between the traffic generated by the existing 22,500

square foot building on the subject site and the projected office use at the vacated 31,285 square feet at City Hall. While no specific use has been selected for the area to be vacated, the trip generation associated with 31,285 square feet of office space was estimated and considered in the traffic analysis prepared by Tim Miller Associates. Upon review, we concur with the findings of the Miller Analysis that the net traffic impact from the Project will not change the level of service from the building conditions; and

- Adequate handicapped spaces will be provided in front of the Court adjacent to North Avenue. The area directly in front of North Avenue will be designated as a drop-off area.

- The project will add 59 parking spaces to the existing parking. Upon review, we concur with the Tim Miller parking analysis that under the full development scenario, which includes an office use in the 31,258 square feet to be vacated in City Hall, parking supply will exceed demand by ten (10%) percent. Moreover, we find parking demand in the Beaufort Place/Hamilton vicinity will decrease with demand shifting toward the main lots. Accordingly, we find the project will provide adequate parking spaces.

- Signage will be installed to direct internal traffic circulation and indicate the handicapped parking and drop-off area.

- Pursuant to the Westchester County Planning Board recommendation, a manhole will be installed at the junction of the trench drain outlets. The manhole will be drained into the proposed outlet drain with a minimum pipe size of 12" diameter.

- The building design and facade is aesthetically compatible with the surrounding area. The building will not adversely effect the character of the neighborhood. The bricks used for the building will be matched as closely as possible to the brick color of City Hall.

- There will be a pedestrian path from the parking lot in back of the new Court/Police Facility to the Court/Police Facility and from City Hall to the Court/Police Facility; and, be it further

RESOLVED, that the City Clerk be directed to process this Determination of Significance, i.e., negative declaration, in accordance with SEQRA; and, be it further

RESOLVED, that this Resolution shall take effect immediately.

AUTHENTICATED:

ANTHONY A. CARBONE, CHAIRMAN
Planning Board

Date decision filed in Office of City Clerk:
November 15, 1994

GWENDOLYN I. BYRD, City Clerk

CITY OF NEW ROCHELLE, NEW YORK
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

Members Present:	*Masi, Smith, Dean, Dodds-Brown, Lipow, Hocking, Hernandez*
Members Absent:	
Introduced:	*September 24, 2013*
Adopted:	*September 24, 2013*
Moved By:	*Dodds-Brown*
Seconded By:	*Hernandez*
Opposed:	*None*
Abstained:	*None*
Passed:	*Unanimously*

PB 18-13
Site Plan
Amended Approval

RESOLUTION NO. 92-2013
475 North Avenue, Block 872, Lot 13

WHEREAS, Application by **City of New Rochelle, Owner and Refugio de Esparanza, Inc. Contract Vendee** for amended site plan approval for determination of property line, easements and hardscape and landscaping **475 North Avenue**, Block 872, Lot 13 in a NA zoned district.

WHEREAS, it has been determined that this site is not in a Critical Environmental Area, and is an Unlisted Action under the State Environmental Quality Review (SEQRA) process; and

WHEREAS, the New Rochelle Planning Board declared Lead Agency, in connection with all processing, procedures, determinations and findings, to be made or conducted with respect to the site plan submitted by the applicant. The Planning Board took this action pursuant to § 8-0101, et. seq., of the Environmental Conservation Law and pursuant to the regulations promulgated by the New York State Department of Conservation specifically, 6 NYCRR Part 617 (*SEQRA Regulations*); and

WHEREAS, after careful review and consideration of the full *EAF* and the documentation submitted to the Planning Board for site plan approval, a determination was made pursuant to §617.4 of the *SEQRA* Regulations that the application will not have a significant impact on the environment and does not require the preparation of an Environmental Impact Statement *(EIS)*; and

RESOLVED, the New Rochelle Planning Board does hereby approve the site plan subject to the following conditions:

1) The applicant shall provide an easement to the City as shown on the site plan and as acceptable to Corporation Counsel. The Draft easement shall be reviewed and approved by Corporation Counsel prior to being recorded.

RESOLVED, that in accordance with General City Law Subsection 27-a (7), the Applicant's engineer or architect, prior to the issuance of any type of building permit for construction, shall submit to the Building Official an estimate of the costs of all required site infrastructure and improvements associated with this site plan approval, which estimate shall be verified by the Building Official as adequate to cover all such site infrastructure and improvements. Thereupon, the Applicant shall provide to the City Bureau of Buildings a performance bond or other security acceptable to Corporation Counsel, in an amount and for a period of time acceptable to the Building Official, all in accordance with Section 27-a, Subsection 7 and Section 33, Subsection 8 of General City Law; and, be it further

RESOLVED, that in accordance with the Zoning Code, prior to issuance of the final Certificate of Occupancy, The Applicant shall provide to the City Bureau of Buildings all necessary maintenance bonds or other security acceptable to Corporation Counsel, in an amount and for a period of time acceptable to the Building Official for any proposed landscaping and, if applicable, for any oil/grit separators; and, be it further

RESOLVED, that in accordance with Section 331-123 of Chapter 331 (Zoning) of the New Rochelle City Code, such approval for any construction shall expire if a building permit is not issued within one (1) year from the date of approval and if all construction work is not completed within two (2) years of the date of issuance of such permit. Upon application to the Planning Board, extensions totaling a maximum of twelve (12) months may be granted to each of these time periods, for appropriate cause; and, be it further

RESOLVED, that the applicant and all successors/assignees are hereby informed that in accordance with Section 331-140 of the zoning code; Penalties for Offenses, if any element of an approved site plan is amended without knowledge or approval by the Planning Board, a fee shall be assessed to return to the Planning Board so as to formally file a site amendment, and be it, further

RESOLVED, the Planning Board Clerk is authorized to grant an extension of one (1) month beyond the first year site plan approval date, for any or all of the following conditions: if the applicant can demonstrate that reasonable progress has been made in satisfying the Planning Board's conditions of approval, if the Applicant needs the extension during the Planning Board's annual vacation period, or if other extenuating conditions have occurred, which the Planning Board Clerk considers reasonable for the granting of the additional one (1) month extension. If the Applicant has not obtained the required building permit within this one month extended approval period, the Applicant may apply to the Planning Board to extend the site plan approval for the remaining eleven (11) months.

Dated: September 30, 2013

Lynn S. Brooks Avni, AICP Planning Board Clerk

Filed City Clerk's Office September 30, 2013

City Clerk

CITY OF NEW ROCHELLE, NEW YORK
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

Members Present:	*Deane, Dodds-Brown, Hernandez, Hocking, Lipow, Smith*
Members Absent:	*Schwartz*
Introduced:	*June 26 2012*
Adopted:	*June 26, 2012*
Moved By:	*Lipow*
Seconded By:	*Hernandez*
Opposed:	*None*
Abstained:	*None*
Passed:	*Unanimously*

PB 13-12
Site Plan
Approval

RESOLUTION NO. 60-2012
475 North Avenue Block 822, Lot 13

WHEREAS. Application by **City of New Rochelle Owner, and Refugio de Esparanza, Inc. Contract Vendee** for a site plan approval for the restoration of the existing church building and a one-story addition located at **475 North Avenue,** Block 822, Lot 13 in a NA zoned district.

WHEREAS, by Resolution No. 58-2012 the Planning Board declared Lead Agency, in connection with all processing, procedures, determinations and findings, to be made or conducted with respect to the site plan submitted by the applicant. The Planning Board took this action pursuant to § 8-0101, et. seq., of the Environmental Conservation Law and pursuant to the regulations promulgated by the New York State Department of Conservation specifically, 6 NYCRR Part 617 (*SEQRA Regulations*); and

WHEREAS, after careful review and consideration of the full *EAF* and the documentation submitted to the Planning Board for site plan approval, a determination was made pursuant to §617.4 of the *SEQRA* Regulations that the application will not have a significant impact on the environment and does not require the preparation of an Environmental Impact Statement *(EIS)*; and

RESOLVED, the New Rochelle Planning Board does hereby approve the site plan subject to the following conditions:

1) *Per comments from the Fire Code Enforcement Officer dated June 5, 2012 sprinklers are required in the stage area.*

And, be it further,

RESOLVED, that in accordance with General City Law Subsection 27-a (7), the Applicant's engineer or architect, prior to the issuance of any type of building permit for construction, shall submit to the Building Official an estimate of the costs of all required site infrastructure and improvements associated with this site plan approval, which estimate shall be verified by the Building Official as adequate to cover all such site infrastructure and improvements. Thereupon, the Applicant shall provide to the City Bureau of Buildings a performance bond or other security acceptable to Corporation Counsel, in an amount and for a period of time acceptable to the Building Official, all in accordance with Section 27-a, Subsection 7 and Section 33, Subsection 8 of General City Law; and, be it further

RESOLVED, that in accordance with the Zoning Code, prior to issuance of the final Certificate of Occupancy, The Applicant shall provide to the City Bureau of Buildings all necessary maintenance bonds or other security acceptable to Corporation Counsel, in an amount and for a period of time acceptable to the Building Official for any proposed landscaping and, if applicable, for any oil/grit separators; and, be it further

RESOLVED, that in accordance with Section 331-123 of Chapter 331 (Zoning) of the New Rochelle City Code, such approval for any construction shall expire if a building permit is not issued within one (1) year from the date of approval and if all construction work is not completed within two (2) years of the date of issuance of such permit. Upon application to the Planning Board, extensions totaling a maximum of twelve (12) months may be granted to each of these time periods, for appropriate cause; and, be it further

RESOLVED, that the applicant and all successors/assignees are hereby informed that in accordance with Section 331-140 of the zoning code; Penalties for Offenses, if any element of an approved site plan is amended without knowledge or approval by the Planning Board, a fee shall be assessed to return to the Planning Board so as to formally file a site amendment, and be it, further

RESOLVED, the Planning Board Clerk is authorized to grant an extension of one (1) month beyond the first year site plan approval date, for any or all of the following conditions: if the applicant can demonstrate that reasonable progress has been made in satisfying the Planning Board's conditions of approval, if the Applicant needs the extension during the Planning Board's annual vacation period, or if other extenuating conditions have occurred, which the Planning Board Clerk considers reasonable for the granting of the additional one (1) month extension. If the Applicant has not obtained the required building permit within this one month extended approval period, the Applicant may apply to the Planning Board to extend the site plan approval for the remaining eleven (11) months.

Dated: July 11, 2012

Lynn S. Brooks Avni, AICP Planning Board Clerk

Filed City Clerk's Office July 11, 2012

City Clerk

CITY OF NEW ROCHELLE, NEW YORK
DEPARTMENT OF DEVELOPMENT
PLANNING BOARD

Members Present:	*Hocking, Smith, Deane, Lipow, Masi, Dodds-Brown, Hernandez*
Members Absent:	*None*
Introduced:	*September 24, 2013*
Adopted:	*September 24, 2013*
Moved By:	*Dodds-Brown*
Seconded By:	*Hernandez*
Abstained:	*None*
Passed:	*Unanimously*

PB 23-13
Subdivision
Appr.

RESOLUTION NO. 93–2013
475 North Avenue, Block 872, Lot 13

WHEREAS, on June 25, 2013, the New Rochelle Planning Board received an application by **City of New Rochelle, Owner and Refugio de Esparanza, Inc. Contract Vendee** for subdivision approval for determination of property line and easements located at **475 North Avenue**, Block 872, Lot 13 in a NA zoned district.

WHEREAS, the New Rochelle Planning Board declared itself Lead Agency in connection with all processing, procedures, determinations and findings, to be made or conducted with respect to the subdivision submitted by the applicant. The City Council took this action pursuant to § 8-0101, et. seq., of the Environmental Conservation Law and pursuant to the regulations promulgated by the New York State Department of Conservation specifically, 6 NYCRR Part 617 (*SEQRA Regulations*); and

WHEREAS, after careful review and consideration of the full *EAF* and the documentation submitted to the Planning Board for subdivision approval, a determination was made pursuant to §617.4 of the *SEQRA* Regulations that the application will not have a significant impact on the environment and does not require the preparation of an Environmental Impact Statement *(EIS)*;

RESOLVED, the New Rochelle Planning Board does hereby approve the subdivision application submitted by the applicant:

RESOLVED, that in accordance with General City Law Subsection 27-a (7), the Applicant's engineer or architect, prior to the issuance of any type of building permit for construction, shall submit to the Building Official an estimate of the costs of all required site infrastructure and improvements associated with this subdivision approval, which estimate shall be verified by the Building Official as adequate to cover all such site infrastructure and improvements. Thereupon, the Applicant shall provide to the City Bureau of Buildings a performance bond or other security acceptable to Corporation Counsel, in an amount and for a period of time acceptable to the Building Official, all in accordance with Section 27-a, Subsection 7 and Section 33, Subsection 8 of General City Law; and, be it further

RESOLVED, that in accordance with Section 331-123 of Chapter 331 (Zoning) of the New Rochelle City Code, such approval for any house construction shall expire if a building permit is not issued within one (1) year from the date of approval and if all construction work is not completed within two (2) years of the date of issuance of such permit. Upon application to the Planning Board, extensions totaling a maximum of twelve (12) months may be granted to each of these time periods, for appropriate cause; and, be it further

RESOLVED, that the applicant and all successors/assignees are hereby informed that in accordance with Section 331-140 of the zoning code; Penalties for Offenses, if any element of an approved site plan is

amended without knowledge or approval by the Planning Board so as to formally file a site amendment, and be it further

RESOLVED, the Planning Board Clerk is authorized to grant an extension of one (1) month beyond the first year subdivision approval date, for any or all of the following conditions: if the applicant can demonstrate that reasonable progress has been made in satisfying the Planning Board's conditions of approval, if the Applicant needs the extension during the Planning Board's annual vacation period, or if other extenuating conditions have occurred, which the Planning Board Clerk considers reasonable for the granting of the additional one (1) month extension. If the Applicant has not obtained the required building permit within this one month extended approval period, the Applicant may apply to the Planning Board to extend the site plan approval for the remaining eleven (11) months.

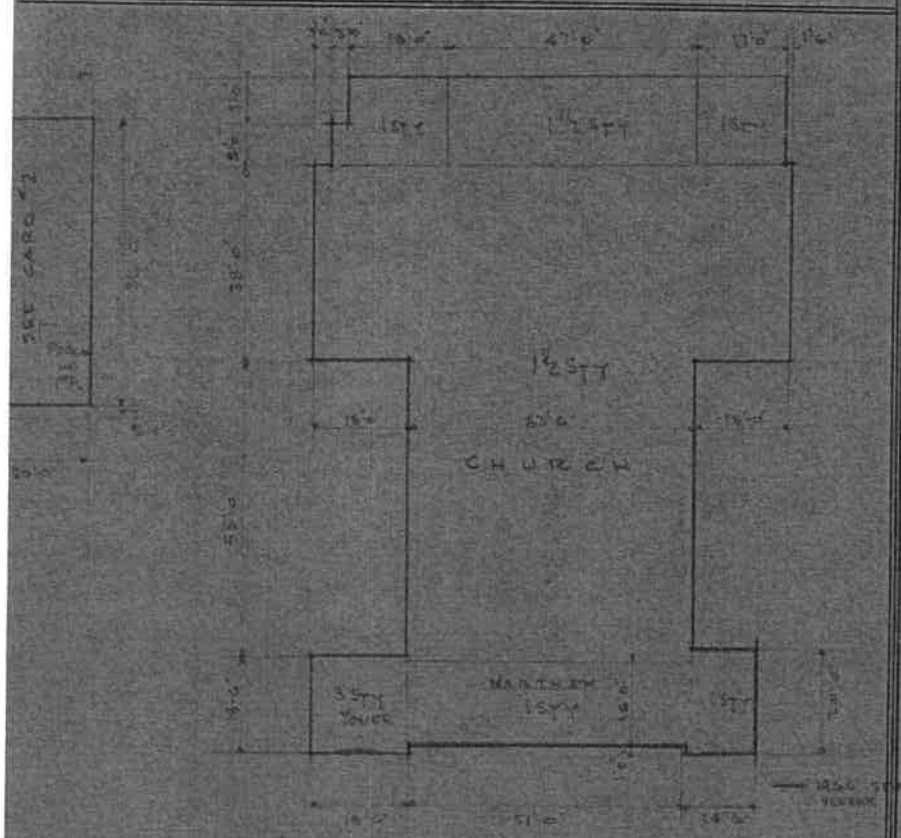
Dated: September 30, 2013

Lynn Brooks-Avni, Planning Board Clerk

Filed City Clerk's Office September 30, 2013

City Clerk

Sec. 3 Block 822 Lot 513 Location 497 NORTH AVE



FIELD SKETCH

Unexcavated portions noted.

Overhangs and setbacks dotted in and dimensioned.

Draw Section thru bldg. showing story heights and wall thickness.

Give dimension from Fin. Bsm't Fl. to H. & L. P. of Roof.

ASSESSMENTS

IMPROVEMENTS ONLY

YEAR	STORIES	CLASS	SIZE	S.F.—C.F.	FACTOR OF VALUE	ASSESSMENT	TOTAL ASS'M'T

1934 ASSESSMENTS

YEAR	STYS.	S.F.—C.F.	FACTOR OF VALUE	ASS'M'T
1900	CHURCH			70000
	ALTERATION			6000
				76000

NEW BUILDINGS

DATE	PERMIT NO.	EST. COST
8.25.65	54352	40000
1.8.68	35565	3000

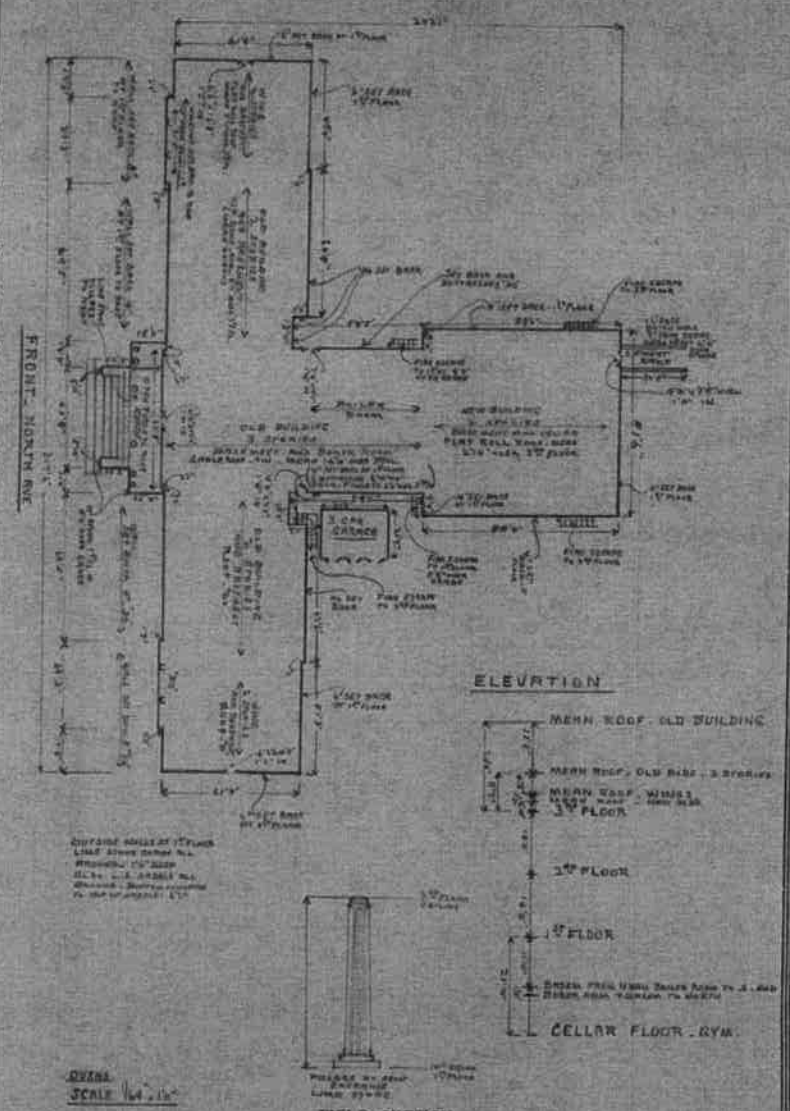
COMPUTATIONS

ASSESSOR'S NOTES

		DATE
SURVEYED		
COMPUTED		
CHECKED		
APPROVED		

CARD 1

Sec. 3 Block 836 Lot 1 Location NORTH AVE
CITY HALL



FIELD SKETCH

Unexcavated portions noted.

Overhangs and setbacks dotted in and dimensioned.

Draw Section thru bldg. showing story heights and wall thickness.

Give dimension from Fin. Bsm't Fl. to H. & L. P. of Roof.

ASSESSMENTS

IMPROVEMENTS ONLY

YEAR	STORIES	CLASS	SIZE	S.F.—C.F.	FACTOR OF VALUE	ASSESSMENT	TOTAL ASSM'T
					1921	add'l bldg for	50
					1922	addition " "	26600

1936 ASSESSMENTS

YEAR	STYS.	S.F.—C.F.	FACTOR OF VALUE	ASSM'T
1906		Mean Valley	57%	
1918		Park of wings	20%	
1922		Auditorium	23%	

NEW BUILDINGS

DATE	PERMIT NO.	EST. COST
7.10.40	18953	6600
7.17.41	19806	23000.
8.17.49	23425	23800
8.16.61	31832	100 $30,000
10.1.93	45951	100 1,950,000.

COMPUTATIONS

1906 = $83100 x 1.4
1920 = 540000
1950 = 55[illegible]200
1955 = 562700

ASSESSOR'S NOTES

		DATE
SURVEYED	OVENS PECKHAM	9/29/38
COMPUTED		
CHECKED		
APPROVED		

DETAILED DATA

NO. STORIES ..... TYPE ROOF .....

FLOOR SPACING—1st to 2nd ..... 2nd to 3rd .....

CONTENTS	STORES	TOTAL NO. APTS—RMS. & BATHS EACH
FIRST FLOOR CONTAINS		
SECOND FLOOR CONTAINS		
THIRD FLOOR CONTAINS		
FOURTH FLOOR CONTAINS		
FIFTH FLOOR CONTAINS		
SIXTH FLOOR CONTAINS		

CONDITION

Key	Ext. & Interior	V
1	EXCELLENT	
2	GOOD	
3	FAIR	
4	POOR	
5	VERY BAD	

REMARKS

PORCHES

KEY TO DWG	OPEN	ENCLOSED	HEAT	TYPE FLOOR	TYPE ROOF		TYPE ROOF

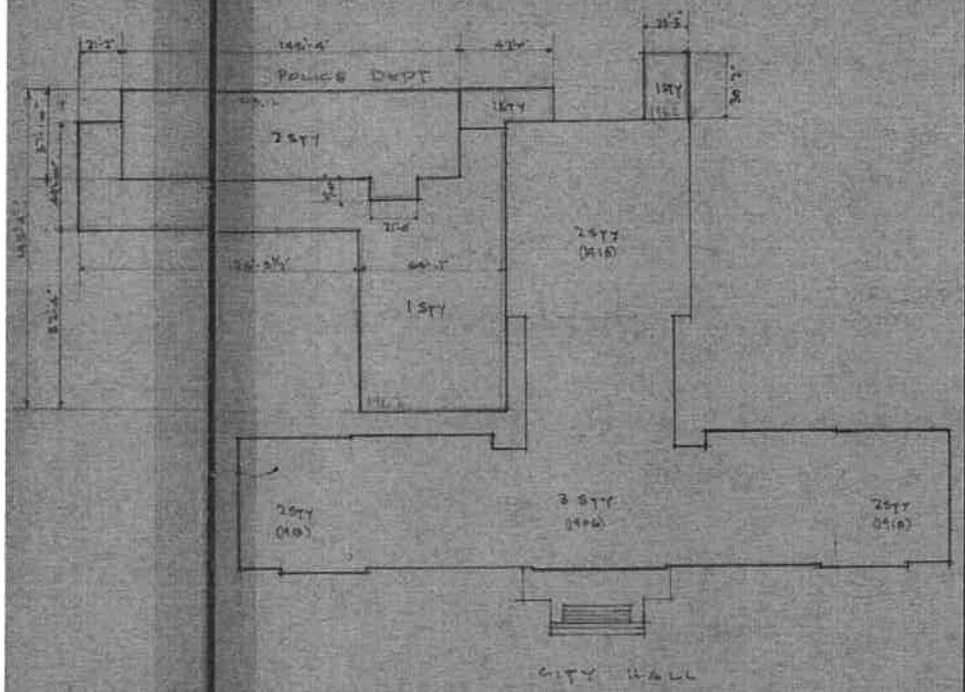
ITEM	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 6
TYPE	TENEMENT, 2-4 STORY WALK-UP	TENEMENT 2-5 STORY WALK-UP	APT. BLDG. 2-5 STORY WALK-UP	MODERN FIREPROOF APARTMENT BLDG.	HIGH-GRADE MODERN APARTMENT BLDG.	COSTLY MODERN APARTMENT BLDG.	OSTLY MODERN PARTMENT BLDG.
FOUNDATION	WOOD SILLS AND MASONRY PIERS	MASONRY WALLS	MASONRY WALLS	MASONRY WALLS	MASONRY WALLS	MASONRY WALLS	ASONRY WALLS
BASEMENT	NONE	FULL; CONCRETE FLOOR; BARE WALLS	FULL; CONCRETE FLOOR; BARE WALLS	FULL; CONCRETE FLOOR; PLASTERED WALLS; LAUNDRY FACILITIES	FULL; CONCRETE FLOOR; PLASTERED WALLS; LAUNDRY FACILITIES	FULL; CONCRETE FLOOR; PLASTERED WALLS; LAUNDRY FACILITIES	ULL; CONCRETE FLOOR; LASTERED WALLS; AUNDRY FACILITIES
WALL CONSTRUCTION	SIDING ON FRAME	SIDING ON FRAME, OR COMMON BRICK	FRONT WALL FACE BRICK OTHER COMMON BRICK SMALL AMOUNT PLAIN TRIM	STEEL OR REINFORCED CONCRETE FRAME; STREET WALLS FACE BRICK, OTHERS COMMON BRICK, SMALL AMOUNT PLAIN TRIM	STEEL OR REINFORCED CONCRETE FRAME; STREET WALLS FACE BRICK, OTHERS COMMON; STONE OR TERRA COTTA TRIM	STEEL OR REINFORCED CONCRETE FRAME; STREET WALLS FACE BRICK, OTHERS COMMON; STONE OR TERRA COTTA TRIM	TEEL OR REINFORCED ONCRETE FRAME; TREET WALLS FACE RICK, OTHERS COMMON; TONE OR TERRA COTTA RIM
FLOORING	MATCHED BOARD, ON LIGHT JOISTS	HARD PINE AND WOOD JOISTS	PLAIN HARDWOOD; WOOD JOISTS	GOOD HARDWOOD OR LINOLEUM SLAB	BEST HARDWOOD OR LINOLEUM ON SOUND-PROOF SUB-FLOOR	SOUND-PROOF; BEST PARQUET, MOSAIC, TERRAZO OR MARBLE	OUND-PROOF; BEST ARQUET, MOSAIC ERRAZO OR MARBLE
INTERIOR FINISH	VERY CHEAP PAPER, IF ANY; MINIMUM TRIM	CHEAP PAPER; CHEAP STOCK TRIM	MEDIUM PAPER; HARDWOOD TRIM, MEDIUM FINISH	GOOD PAPER; GOOD HARDWOOD TRIM, WELL FINISHED	EXPENSIVE PAPER OR TINTING; BEST STOCK TRIM, SOME PANELING OR WAINSCOT	BEST PAPER; ORNAMENTAL PLASTER OR OTHER DECORATION, SPECIALLY DETAILED	EST PAPER, RNAMENTAL PLASTER R OTHER DECORATION, PECIALLY DETAILED
HEATING	STOVES	STOVES	STEAM HEATING; KITCHEN RANGE	STEAM HEATING; KITCHEN RANGE; 1 CHIMNEY FIREPLACE	STEAM HEATING; KITCHEN RANGE 2 CHIMNEY FIREPLACES	CONCEAL-RAD. KITCHEN EQUIPMENT; 2 OR MORE CHIMNEY FIREPLACES	ONCEAL-RAD. KITCHEN QUIPMENT; 2 OR MORE HIMNEY FIREPLACES
PLUMBING	ENAMELED IRON WATER CLOSET AND SINK	1 BATHROOM AND SINK PER UNIT; CHEAP FIXTURES	1 BATHROOM AND SINK; HOT WATER SUPPLY, BASEMENT LAUNDRY, MEDIUM FIXTURES	1 TILE BATHROOM; CIRCULATING HOT WATER SUPPLY; BASEMENT LAUNDRY; GOOD FIXTURES	2 TILE BATHROOMS; CIRCULATING HOT WATER SUPPLY; BEST STOCK FIXTURES	1 TILED BATHROOM PER BEDROOM; SHOWERS AND OTHER EQUIPMENT; SPECIAL GRADE FIXTURES	TILED BATHROOM PER EDROOM; SHOWERS ND OTHER EQUIPMENT; PECIAL GRADE IXTURES
LIGHTING	MINIMUM QUANTITY; CHEAP FIXTURES	SMALL QUANTITY; CHEAP FIXTURES	FEW EXTRA OUTLETS; MEDIUM FIXTURES	WELL SUPPLIED WITH OUTLETS; GOOD FIXTURES	WELL SUPPLIED WITH OUTLETS; BEST STOCK FIXTURES	WELL EQUIPPED; SPECIAL GRADE FIXTURES	ELL EQUIPPED; PECIAL GRADE IXTURES
ELEVATORS	NONE	NONE	NONE	ELECTRIC PASSENGER	ELECTRIC PASSENGER	PASSENGER AND SERVICE ELEVATORS	ASSENGER AND ERVICE ELEVATORS
REFRIGERATORS	NONE	NONE	NONE	UNIT CENTRAL PLANT	UNIT OR CENTRAL PLANT	UNIT OR CENTRAL PLANT	NIT OR CENTRAL LANT
ENTRANCE	PLAIN STAIRWAYS	PLAIN STAIRWAYS	PLAIN STAIRWAYS	LOBBY AND HALLS PLAINLY FURNISHED	LOBBY AND HALLS WELL DECORATED AND FURNISHED	LOBBY AND HALLS ELABORATELY DECORATED AND FURNISHED	OBBY AND HALLS LABORATELY DECORATED ND FURNISHED

2000-SA-39

CARD 2

Sec. 3 Block 236 Lot 1 Location 515 NORTH AVE. Police Dept

NEW CITY HALL



FIELD SKETCH

Unexcavated portions noted.
Overhangs and setbacks dotted in and dimensioned.
Story heights and porches noted.

Unexcavated portions
Overhangs and setba
Story heights and por

ASSESSMENTS

IMPROVEMENTS ONLY

YEAR	STORIES	CLASS	SIZE	NO. S. F.	FACTOR OF VALUE	ASSESSMENT	TOTAL ASSM'T

1934 ASSESSMENTS					NEW BUILDINGS		
YEAR	STYS.	NO. S. F.	FACTOR OF VALUE	ASSM'T	DATE	PERMIT NO	EST. COST
					8.16.61	31832	RDB 820,000 AT 1,950,000
					3.26.69	36126	15,331

COMPUTATIONS

AREA — Old Building = 101,200 c.f.

BASE COST — 1962-63 (new addition)
6492 x 145.33 = 943,000
49.0 x 124.27 = 6100
14.0 x 103.12 = 1440
14.0 x 22.0 = 308
20.42 x 30.17 = 615
17893 x 2.71 = 35786

EXTRAS

DEPRECIATION — 32.83 x 146.33 = 5530; 9.0 x 21.0 = 189 = 5719

41,505

PRESENT VALUE

ASSESSOR'S NOTES

		DATE
SURVEYED		
COMPUTED		
CHECKED		
APPROVED		

COMMERCIAL BUILDINGS

NO. STORIES 2 AND 3

TYPE STRUCTURE BRICK- STEEL

USE JUNIOR HIGH SCHOOL

ROOF—TYPE & MATERIALS HIP- TIN / GABLE- TIN / FLAT- ROLL

FLOOR SPACING		WALL THICK.
CELLAR TO 1ST	21'10"	SEE SHEET #2 ATTACHED
Bsmt. to 1st	11'0"	
1st to 2nd	14'0"	
2nd to 3rd	14'0"	
3rd to ~~4th~~ MERM ROOF	2'10"	
" " " "	3'11"	
" " " "	8'-4"	
" " " "	20'4"	

INTERIOR WALLS	Lin. Ft. Stud Plastered	Lin. Ft. Tile Plastered	Lin. Ft. 8" Mas. Plas'd
Bsmt.			
1st Fl.			
Mezzanine			
2nd Fl.			
3rd Fl.			
4th Fl.			

ELEVATORS

TYPE	MAKE	CAPACITY	SIZE

HEATING

Boiler Make SEE REMARKS

" No.

" Rating

Steam ✓ Hot Water

Vapor Hot Air

Oil Burner NO

No. Radiators 177- 67 REGISTERS

PLUMBING

Pipe, Iron ✓ Brass ✓

Hot Water System ✓

No. of Fixtures 158

Sinks 30 Basins 30

Tubs 6 Urinals 24

W. C. 51 17 SHOWERS

REMARKS

2- OIL CITY BOILER WKS, OIL CITY, PA ASBESTOS COVERED #266

2- TITUSVILLE IRON CO - NO# SHOWING ALL 4 BOILERS ARE STEAM, MOTOR DRIVEN

1- HOT WATER COAL STOVE BOYNTON - 12506 WITH 1000 GAL TANK

1- AUTOM GAS WATER HEATER PITTSB. HOT WATER HEATER #8

VACUUM SYSTEM - SPENCER TURBINE (NO #)

WET CELL SYSTEM FOR BELLS AND CLOCKS

7 GAS RANGES, 2 ELECT REFRIG AND A FULL CAFETARIA EQUIPMENT

VENTILATING SYSTEM - 4 BLOWER FANS 4'0" DIAM 4 " " 5'0" "

CONDITION

KEY	EXTERIOR & INTERIOR	✓
1	EXCELLENT	
2	GOOD	
3	FAIR	✓
4	POOR	
5	VERY BAD	

OTHER BUILDINGS

NO. STYS.	MATERIALS	USE	SEE CARD NO.
1	8" CONCRETE BLOCK WALLS - 4'1½" BRICK PIERS STUCCO OUTSIDE - UNFINISHED INSIDE NO PARTITIONS CEMENT FLOOR AND CEILING 6 STEEL I BEAMS 6"x4" RUNNING N TO S FLAT SLAB ROOF - MERM ROOF 11'7" ABOVE FLOOR PIPE FIRE DRENCH AIR COMPRESSOR, LIGHT, GAS PLUMBING	3 CAR GARAGE 30'6"x21'7"	

ITEM	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5
FOUNDATION	WOOD POSTS—ROUGH STONE—CHEAP BRICK—CONCRETE BLOCK—PIERS	ROUGH STONE—CHEAP BRICK—CONCRETE BLOCK—WALLS	STONE COURSED—GOOD BRICK—LIGHT CONCRETE—WALLS ✓	DRESSED STONE—CONCRETE, BRICK FACED ABOVE GRADE—WALLS	DRESSED & COURSED STONE—CONC. OR STONE WALLS—BRICK FACED ABOVE GRADE
EXTERIOR WALLS	FRAME AND STUCCO—SIDING—SHINGLES OR CORRUGATED IRON	FRAME & COM. BRICK—STONE VENIER—STUCCO ON CONC. BLOCK OR TILE	SOLID COMMON BRICK—BRICK VENEER ~~ON TILE~~—STEEL FRAME ✓	FACE BRICK ON TILE OR CONCRETE BLOCK—STEEL FRAME	FACE BRICK ON TILE OR CONC. BLOCK; F. P. STEEL OR REIN. CONC. FRAME
ROOF	ROLL ROOFING—LOW GRADE SHINGLES—COR. IRON	COMP. ROOFING—WD. SHINGLES—COR. IRON—WD. TRUSSES	COMPOSITION (ROLL) ~~SLATE—TILE—ZINC OR ASBESTOS~~ ✓	BUILT UP—SLATE—TILE—COPPER—ZINC OR ASBESTOS	BUILT UP ROOFING ON CONCRETE SLAB
FLOORS	Bsmt.—EARTH 1st—WOOD OR CONCRETE Balance—WOOD	Bsmt.—CONCRETE 1st—WOOD OR CONCRETE Balance—WOOD	CELLAR - CONC. AND WALKWAY Bsmt.—CONCRETE 1st—HARDWOOD ~~OR CONCRETE~~ Balance—GOOD HARDWOOD ✓	Bsmt.—CONCRETE 1st—HARDWOOD OR CONCRETE Balance—BEST HARDWOOD	Bsmt.—CONCRETE 1st—REINFORCED CONCRETE Balance—REINFORCED CONC.
EXTERIOR FINISH	MINIMUM AMOUNT CHEAP TRIM—PAINTED	SMALL AMOUNT OF FAIR TRIM—PAINTED	AVER. AMOUNT OF GOOD GRADE TRIM—PAINTED ✓	CONSIDERABLE AMOUNT OF EXPENSIVE TRIM—PAINTED	EXTENSIVE DECORATIVE TREATMENT, HIGH GRADE
INTERIOR FINISH	CHEAP SHEATHING IF ANY. NO TRIM	CEILING BOARD OR CHEAP PLASTER. SMALL AMT. FAIR TRIM—PAINTED	WALLS - METAL LATH PLASTERED—AVERAGE AMOUNT OF GOOD GRADE TRIM—PAINTED ✓	PLASTERED—CONSIDERABLE AMOUNT OF EXPENSIVE TRIM—PAINTED	ORNAMENTAL PLASTER, SPECIALLY DETAILED TRIM, HIGH GRADE THROUGHOUT
LIGHTING	MINIMUM AMOUNT OF OUTLETS, IF ANY	FEW OUTLETS, CHEAP FIXTURES	FAIR AMOUNT OF OUTLETS, MEDIUM GRADE FIXTURES 7 POWER CIRCUITS ✓	WELL SUPPLIED WITH OUTLETS, BEST STOCK FIXTURES	WELL EQUIPPED HIGH GRADE FIXTURES
PLUMBING & HEATING	CHEAPEST GRADE	CHEAP GRADE	MEDIUM GRADE ✓	GOOD GRADE	HIGH GRADE

Location North Ave.

Formerly Part of Block | Lot | Apport. No. Date

19..... Valuation 44,750.50

Section 3 Block 822 Lot 5.

BUREAU OF ASSESSMENT — CITY OF NEW ROCHELLE N.Y. — OWNERSHIP RECORD

Conveyed	Recorded	Entered	From Whom to Whom	Address		Mortgages	R.S.	Tot.Consid.	Liber	Page
			North Ave Presbyterian Ch							
			THE PRESBYTERIAN CHURCH OF N.R., N.Y.							
11.2.77	11.9.77	12.21.77	CITY OF NEW ROCHELLE		WL 17,13			285,000	7432	140

Over

Location #2 Mason Ct.

Formerly Part of Block | Lot | Apport. No. Date | 19..... Valuation | Section 3 | Block 822. | Lot 43.

BUREAU OF ASSESSMENT — CITY OF NEW ROCHELLE N.Y. — OWNERSHIP RECORD

Conveyed	Recorded	Entered	From Whom to Whom	Address		Mortgages	R. S.	Tot. Consid.	Liber	Page
			Kosch + Gilmore							
6.28.09	7.3.09	11.10.09	Emma L. Gray						1878	173
3.5.47	3.6.47	6.12.47	John S. Sick				12.65		4496	346
2.19.48	4.13.48	5.24.48	John S. Sick & John Sick & w				55¢		4621	499
2.19.48	4.13.48	5.24.48	John S. Sick & Ora				55¢		4622	11
10.1.60	10.6.60	10.24.60	Muncie A. Sick						6054	117 114
11.63		8.10.63	Muncie A. Tingley					(by marriage)		
7.17.74	7.18.74	8.21.74	City of New Rochelle				44.00		7209	136

Lot 23 New 3/4 Lot 21 merger

Columbus 5/10/76

Over

Location 4 Beaufort Pl.

Formerly Part of Block | Lot | Apport. No. Date | 19.... Valuation 44600 EX | Section 3 | Block 822 | Lot 23.

BUREAU OF ASSESSMENT — CITY OF NEW ROCHELLE N.Y. — OWNERSHIP RECORD

Conveyed	Recorded	Entered	From Whom to Whom	Address		Mortgages	R. S.	Tot. Consid.	Liber	Page
			Winfield C. Crosier							
2.2.11	2.6.11.		Wm B. Gower			49				
3.30.20	4.1.20.	1.13.22	Louise P. Jewell						1940	395
7.9.30	7.31.30	9.25.30	North Ave. Presbyterian Ch.	div.			12.00		2246	157
6.5.62	6.6.62	8.7.62	CITY OF NEW ROCHELLE			8500.			3063	64.
					w.l. 31		33.00		6208	488

ELIMINATED NOW PART OF LOT MARCH 21 1978

Over

DRAWING LIST	
ARCHITECTURAL DRAWINGS	
COVER SHEET	A-001.00
GENERAL NOTES	A-002.00
EXISTING SITE PLAN	A-003.00
DEMOLITION AND EROSION CONTROL PLAN	A-004.00
PROPOSED SITE PLAN	A-005.00
PROPOSED TREE SURVEY	A-006.00
PROPOSED DRAINAGE AND LANDSCAPING PLAN	A-007.00
BASEMENT LEVEL DEMOLITION PLAN	A-008.00
MAIN LEVEL DEMOLITION PLAN	A-009.00
ROOF DEMOLITION PLAN	A-010.00
PROPOSED BASEMENT LEVEL PLAN	A-011.00
PROPOSED MAIN LEVEL PLAN	A-012.00
PROPOSED ROOF PLAN	A-013.00
ELEVATIONS	A-014.00
ELEVATIONS	A-015.00
ELEVATIONS	A-016.00
PHOTOS	A-017.00

Annunziata & Villani
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APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

All work within City street area, including sidewalks, to conform to City of New Rochelle standards and specifications and the requirements of the City Engineer. This site plan approved with regard to proposed work in City street area.

City Engineer
Date

This site plan conforms in its major aspects to the Zoning Ordinance and other codes of the City of New Rochelle. *(In accordance with the variance granted by the Board of Appeals on Zoning, Case No. ____) Construction details to indicate compliance with the applicable sections of the New York State Building Code and the New Rochelle Zoning Ordinance will be shown on the working drawings. This includes, but is not limited to, asphalt surfacing, screening and bumpers. No building permits shall be issued until all required erosion control measures are in place and site has been graded, as necessary, to not cause drainage impacts on surrounding properties.

9/21/12
Date
Building Official

The Planning Board of the City of New Rochelle, New York, on 6-20-12 approved this site plan (PB No. 13-12 and Resolution No. 60-12) subject to the following conditions, which shall be satisfied prior to issuance of a building permit, unless specified differently in the approval resolution:

(List conditions of approval here OR attach here on this sheet)

Board Member or Clerk — Commissioner of Development — Jonathan Villani, Developer or Authorized Agent
9/24/12 — 9/20/12 — 7/16/12
Date — Date — Date

REFUGIO DE ESPERANZA
475 NORTH AVENUE
NEW ROCHELLE, NY, 10801

ALTERATIONS, ADDITIONS AND RESTORATION OF EXISTING STRUCTURE

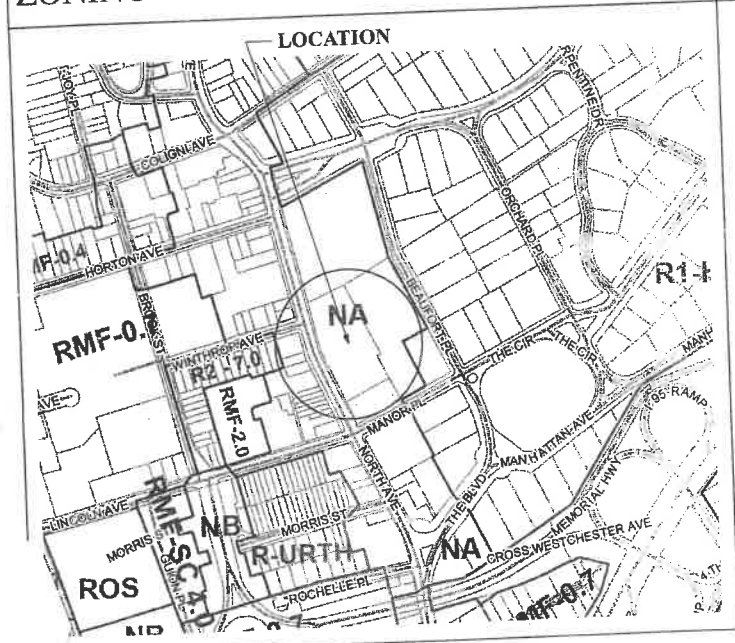
Amended Drawings as per Planning Board Resolutions 58-2012, 59-2012, 60-2012.

ADDRESS: 475 NORTH AVENUE
NEW ROCHELLE, N.Y, 10801
ZONE: NA — BLOCK: 822
SECTION: 3 — LOT: 0013

ZONING ANALYSIS

ZONING DATA	SCHEDULE OF REQUIREMENTS					
ZONE: NA	BUILDING HEIGHT FEET	MIN. LOT SIZE AREA (MIN.)	WIDTH FEET	IMPERVIOUS SURFACE %	BUILDING COVERAGE %	FAR RATIO
REQUIRED	3 / 40'	-----	-----	90%	70%	2.0
EXISTING	1 / 40'	20,766 SF	106.83'	49.6%	42%	.49
PROPOSED	1 / 40'	20,766 SF	106.83'	52.2%	44%	.51
	MINIMUM YARD DIMENSIONS (FT.)					
	MINIMUM FRONT SETBACK (DEPTH)	SIDE YARD (WIDTH OF LESSER)	SIDE YARD (COMBINED)	MINIMUM REAR YARD (DEPTH)		
REQUIRED	-----	-----	-----	20.00' (ABUTTING RESIDENTIAL DISTRICT)		
EXISTING	65.4'	7.1'	19.4'	2.75'		
PROPOSED	62.08'	6.0'	18.3'	2.75'		

ZONING MAP



AERIAL VIEW

VICINITY MAP: 1 TO 100

REFUGIO DE ESPERANZA

ZONING & BUILDING CODES:

1. ZONING: NA
2. OCCUPANCY: A-3
3. CONSTRUCTION CLASSIFICATION: IIIA
2. THIS STRUCTURE IS DESIGNED TO CONFORM TO THE EXISTING BUILDING CODE OF NEW YORK STATE AS WELL AS THE NEW YORK STATE BUILDING CODE.
3. THIS STRUCTURE IS DESIGNED TO MEET OR EXCEED THE CURRENT MINIMUM ENERGY AND MECHANICAL CODES.
4. ALL MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION WORK TO BE INSTALLED BY LICENSED CONTRACTORS. CONTRACTORS TO REVIEW DRAWINGS, NOTES, SHEETS AND ATTACHED DETAILS.

DRAWINGS FOR ARB REVIEW

OVERVIEW OF PROJECT

The City-owned, stone structure, completed in 1907, consists of approximately 9,500 square feet on one ground level. At the main entrance, located on North Avenue, is an existing a foyer of approximately 1,000 square feet and the remainder of a bell tower, which was recently de- constructed. At the rear of the church is a one story structure of approximately 2,500 square feet including a basement level that houses heating equipment for the main building consisting of a floor plan of approximately 6,000 square feet.

PROJECT:
REFUGIO DE ESPERANZA
CHURCH
475 NORTH AVENUE
NEW ROCHELLE, NEW YORK, 10801
ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/8/12
2.	REVISED	5/15/12
3.	REVISED	6/16/12
4.	REVISED	7/16/12
5.		
6.		
7.		
8.		
9.		
10.		
11.		

SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO.:
DRAWN BY: IV	CHECKED BY:	APPROVED BY:

DRAWING TITLE: COVER SHEET

DRAWING NO: A001.00

N.Y.S. BUILDING CODE ANALYSIS

USE AND OCCUPANCY CLASSIFICATION
SECTION 303 - A-3 ASSEMBLY

ALLOWABLE HEIGHT AND BUILDING AREA
CHAPTER 5 - SECTION 503 & TABLE 503:

	REQUIRED	PROVIDED
GROUP M:	STORIES (3)	(1) STORY
	AREA 14,000 SQ. FT.	12,000 SQ. FT.

TYPE OF CONSTRUCTION
SECTION 601 / TABLE 601 - TYPE III B

BUILDING ELEMENTS	REQUIRED	PROVIDED
a. STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS, TRUSSES	1 HR	1 HR
b. BEARING WALLS		
EXTERIOR	2HR	2 HR
INTERIOR	1 HR	1 HR
c. NONBEARING WALLS		
EXTERIOR (SECTION 602): GROUP A-3	0 HR	0 HR
INTERIOR (SECTION 602): GROUP A-3	0 HR	0 HR
d. FLOOR CONSTRUCTION	1 HR	1 HR
e. ROOF CONSTRUCTION	1 HR	1 HR

FOOTNOTE FROM TABLE 601
(d) In all occupancies heavy timber shall be allowed where a 1-hour or less fire resisance rating is required..

MEANS OF EGRESS FOR ASSEMBLY WITH FIXED SEATING
TABLE 1004.7 (OCCUPANT LOAD)
ASSEMBLY A-3: FOR AREAS HAVING FIXED SEATING WITHOUT DIVIDING ARMS, THE OCCUPANT LOAD SHALL NOT BE LESS THAN THE NUMBER OF SEATS BASED ON ONE PERSON FOR EACH 18 INCHES OF SEATING LENGTH.
REMAINING AREAS TO BE CALCULATED AT 50 SF PER OCCUPANT
OCCUPANT LOAD CALCULATIONS:

A-3(GRADE FLOOR AREAS): 2,169 SQ.FT. / 30 SQ.FT. = 72
ASSEMBLY AREA:
OFFICES, MEETING ROOMS AND STORAGE AREAS:
RESTROOMS:
TOTAL OCCUPANT LOAD = TBD
OCCUPANCY WITH SPRINKLER SYSTEM CALCULATIONS
TABLE 1003.2.3 EGRESS WIDTH PER OCCUPANT SERVED
- 0.2" / OCCUPANT (OTHER EGRESS COMPONENTS) X 0 = 0"
(PROVIDED 36" MINIMUM.)
- 0.3" / OCCUPANT (STAIRWAYS) X 0 = 0"
(NOT REQUIRED STRUCTURE IS ONLY ONE LEVEL.)

SECTION 1003.3.1.1 EGRESS DOOR WIDTHS - 36" MIN. REQUIRED.
SECTION 1003.3.1.1 MIN. DOOR HEIGHTS - 80" MIN. REQUIRED.

FLOOD HAZARD CONSTRUCTION:
ALL CONSTRUCTION SHALL COMPLY WITH THE BUILDING CODE OF NEW YORK STATE SECTION 1612.4 AND ASCE 24. ALL FLOOD HAZARD CERTIFICATIONS SHALL BE SUBMITTED PER THE BUILDING CODE OF NEW YORK STATE SECTION 1612.5 AND MUST BE IN COMPLIANCE WITH BUILDING CODE OF NEW YORK STATE - SECTION 1807 DAMPROOFING / WATERPROOFING OF FOUNDATION AND SLAB.

TABLE 602 OF NYSBC AMENDED

TABLE E 602 FIRE RESISTANCE RATING FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE - NEW YORK STATE

DISTANCE	TYPE OF CONSTRUCTION	GROUP	REQUIRED	PROPOSED
<5	IIIA	A-3	1	2
≥5 <10	IIIA	A-3	1	2
≥10 <30	IIIA	A-3	1	2
≥30	IIIA	A-3	0	2

TABLE 704.8 OF NYSBC AMENDED

TABLE E 704.8 AS PER SECTION 704.3 OF IBC: MAXIMUM AREA OF EXTERIOR WALL OPENINGS

CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)							
	0 TO 3	> 3 TO 5	> 5 TO 10	> 10 TO 15	> 15 TO 20	> 20 TO 25	> 25 TO 30	>30
UNPROTECTED	NP	NP	10%	15%	25%	45%	70%	NO LIMIT
PROTECTED	NP	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NO LIMIT
UNPROTECTED PROPOSED	NP	NP	0%	0%	0%	0%	0%	0%
PROTECTED PROPOSED	NP	0%	0%	0%	0%	0%	0%	0%

NEW YORK STATE ENERGY CODE

1. DESIGN OF INSIDE TEMPERATURE OF EACH ROOM THAT IS HEATED AND/OR COOLED.
HEATED 70F (MIN NYC)
HEATED 70F (MIN NYS)
COOLED 78F (MIN NYS)
2. ALL INSULATION WHICH IS CAPABLE OF ABSORBING WATER SHALL BE PROTECTED BY A VAPOR BARRIER LOCATED ON THE WINTER WARM SIDE OF THE INSULATION. INSULATION SHALL BE INSTALLED IN A MANNER THAT PROVIDES CONTINUITY OF INSTALLATION AT PLATE LINES, SILL LINES AND CORNERS.
3. AIR LEAKAGE FOR ALL BUILDINGS
ALL EXTERIOR DOORS AND WINDOWS SHALL BE DESIGNED TO LIMIT AIR LEAKAGE INTO OR OUT OF THE BUILDING ENVELOPE. MANUFACTURED DOORS AND WINDOWS SHALL HAVE AIR INFILTRATION RATES NOT EXCEEDING THOSE SHOWN IN TABLE 4-4. SITE CONSTRUCTED DOORS AND WINDOWS SHALL BE SEALED IN ACCORDANCE WITH SUBDIVISION (B) SECTION.
4. EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAME, OPENINGS BETWEEN WALL AND ROOF/CEILING, FLOORS AND ROOFS, AND ALL OTHER SUCH OPENINGS IN THE BUILDING ENVELOPE SHALL BE CAULKED, GASKETED, WEATHERSTRIPPED OR OTHERWISE SEALED.
5. SHOWERS, OTHER THAN THOSE USED FOR SAFETY REASONS, SHALL BE EQUIPPED WITH OUTLET DEVICES WHICH LIMIT THE FLOW OF HOT WATER TO A MAXIMUM OF 3GPM AT A CONSTANT WATER PRESSURE OF 60 PSI.
6. RESIDENTIAL BUILDINGS, HOWEVER, SHALL BE LIMITED TO A SERVICE WATER HEATING SYSTEM MAXIMUM TEMPERATURE SETTING OF 140F.
7. LIGHTING POWER BUDGET
ONE AND TWO FAMILY DWELLING AND THE DWELLING PORTION OF MULTI FAMILY BUILDINGS ARE EXEMPT FROM THE EQUIPMENTS OF THIS SECTION.
8. DESIGN PROFESSIONAL STATES THAT TO THE BEST OF HIS KNOWLEDGE AND PROFESSIONAL JUDGEMENT, THE DESIGN HAS BEEN MADE IN CONFORMANCE WITH THE ENERGY CODE.
9. THIS DESIGN ANALYSIS IS NOT TO BE USED AS THE DETERMINING FACTOR IN COMPUTING THE DESIGN OF THE HEATING AND/OR VENTILATING EQUIPMENT TO BE INSTALLED IN THE BUILDING. TO DO SO WILL BE AT THE BUILDER AND/OR CONTRACTOR'S RISK. THE ARCHITECT OR ENGINEER SHALL BE HELD BLAMELESS FOR ANY HEATING OR VENTILATING EQUIPMENT INSTALLED AT THE JOB SITE.

ENERGY CONSERVATION CODE

WINDOW INFILTRATION SHALL NOT EXCEED 0.5 CF PER LINEAR FOOT OF CRACK WHEN TESTED AT IMPACT PRESSURE OF 25 MPH WIND.

DOOR INFILTRATION SHALL NOT EXCEED 1.0 CF PER LINEAR FOOT OF CRACK WHEN TESTED AT IMPACT PRESSURE OF 25 MPH WIND.

EFFICIENCY OF HEATING NEW EQUIPMENT SHALL NOT BE LESS THAN 75%

E.E.R. FOR AIR CONDITIONING EQUIPMENT SHALL NOT BE LESS THAN 6.8

DOMESTIC WATER HEATER TO HAVE INPUT OF 75,000 BTU'S OR LESS WITH CAPACITY OF NOT LESS THAN 20 GAL. NOR MORE THAN 120 GAL W/ RECOVERY EFFICIENCY OF 75%

EXTERIOR JOINTS AROUND DOORS, WINDOWS, WALLS AND CEILINGS SHALL BE CAULKED, GASKETED, WEATHER-STRIPPED OR OTHERWISE SEALED.

THERMAL TRANSMITTANCE VALUES SHALL BE AS FOLLOWS:

EXTERIOR WALLS:	Uw = 0.80	FLOOR OVER UNHEATED SPACE:	R-0.08
ROOF ASSEMBLY:	Ur = 0.05	SLAB EDGE:	R-0.50
ENTRANCE DOOR:	Ud = 0.05	WALL INSULATION:	R-19.0
ENTRANCE DOOR:	Ud = 0.40	ROOF INSULATION:	R-19.0

I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE N.Y.S. ENERGY CONSERVATION CODE.
THE ENGINEER HAS NOT BEEN RETAINED FOR ANY SUPERVISION OF THE INSTALLATION OF MINERALS AT THE JOB SITE.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF TE N.Y.S. ENERGY CODE.

PLUMBING

1. PIPING - INSTALLATION OF PLUMBING LINES SHALL BE MADE IN ACCORDANCE AND COMPLIANCE WITH THE REQUIREMENTS OF THE LOCAL AUTHORITY AS WELL AS THE NEW YORK STATE BUILDING CODE.
2. ALL PLUMBING WORK TO BE FILED UNDER SEPARATE APPLICATION.

ELECTRICAL

ELECTRICAL WORK SHALL BE PERFORMED BY AN ELECTRICIAN LICENSED IN WESTCHESTER COUNTY & SHALL COMPLY WITH NFPA 70 & THE ELECTRICAL CODE OF THE CITY OF YONKERS. PERMIT SHALL BE FILED UNDER SEPARATE APPLICATION.

MECHANICAL

MECHANICAL WORK SHALL BE PERFORMED BY AN LICENSED INSTALLER IN WESTCHESTER COUNTY & SHALL COMPLY WITH MECHANICAL CODE OF THE CITY OF YONKERS AS WELL AS NEW TORK STATE. PERMIT SHALL BE FILED UNDER SEPARATE APPLICATION.

GEOGRAPHIC, CLIMATIC & STRUCTURAL DESIGN CRITERIA

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA - NEW ROCHELLE, N.Y.

GROUND SNOW LOAD	WIND SPEED	SEISMIC DESIGN CRITERIA	SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP.	FLOOD HAZARDS	ICE SHIELDS UNDER-LAYMENT REQUIRED
			WEATHERING	FROST LINE DEPTH	TERMITE	DECAY			
45	100-110	C	SEVERE	3'-6"	MODERATE TO HEAVY	SLIGHT TO MODERATE	7	F.I.R.M. (DEC. '99)	YES

CODE INSULATION

MINIMUM EXTERIOR DESIGN CONDITIONS - NEW YORK STATE

COUNTY	WINTER DESIGN DRY-BULB TEMP.	SUMMER DESIGN DRY-BULB TEMP.	COINCIDENT DESIGN WET-BULB TEMP.	HEATING DEGREE DAYS	ZONE
WESTCHESTER	7	84	73	5750	12B

SIMPLIFIED PRESCRIPTIVE BUILDING ENVELOPE THERMAL COMPONENT CRITERIA MINIMUM REQUIRED THERMAL PERFORMANCE (U-FACTOR AND R-FACTOR)

HEATING DEGREE DAYS	MAXIMUM	MINIMUM					
	GLAZING U-FACTOR	CEILING R-VALUE	WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB PERIMETER R-VALUE AND DEPTH	CRAWL SPACE WALL R-VALUE
WESTCHESTER	0.40	R-38	R-19	R-30	R-7	R-7, 4'-0"	R-7

DESIGN LOADS

BASEMENT 40 PSF L.L.
FIRST FLOOR 40 PSF L.L.
ROOF 30 PSF SNOW LOAD 10 PSF D.L.

GENERAL CONDITIONS

1. THE GENERAL CONDITIONS ARE HEREBY MADE AN ADMINISTRATIVE PART OF THESE DRAWINGS, AS IF HEREIN WRITTEN IN FULL.
2. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
3. LARGER SCALE DETAILS SHALL HAVE PRECEDENCE OVER SMALLER SCALE DRAWINGS. IT IS THE INTENTION OF THE DRAWINGS TO PROVIDE FOR A COMPLETE JOB IN ALL RESPECTS AND NO EXTRAS WILL BE ALLOWED FOR MATERIALS AND/OR LABOR REQUIRED TO COMPLETE THE WORK AS INDICATED.
4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THE ARCHITECTS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS. PROVIDE DIMENSIONS SUBJECT TO ACTUAL FIELD CONDITIONS AND NO CREDITS OR EXTRAS WILL BE ALLOWED FOR DISCREPANCIES UP TO 1'-0" IN ANY MEASUREMENT.
5. CONSTRUCTION SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL CODES, ORDINANCES, RULES AND REGULATIONS. CONTRACTOR SHALL ARRANGE FOR ALL NECESSARY PERMITS AND INSPECTIONS INCLUDING THE OCCUPANCY CERTIFICATE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTION AND MISALIGNMENT ACCORDING TO APPLICABLE CODES, STANDARDS AND GOOD PRACTICE.
7. IF NECESSARY CONTRACTOR SHALL DISCONNECT, CAP AND REROUTE ANY EXISTING WATERLINES, SANITARY OR UTILITY LINES IN AREA OF NEW FOUNDATIONS AND SHALL USE HAND EXCAVATION IN AREAS OF SUSPECTED UNDER GROUND UTILITIES AND SERVICES. IF ANY LINES ARE BROKEN OR DAMAGED, THE CONTRACTOR WILL REPAIR AND REPLACE SAME AT HIS OWN EXPENSE AND ARRANGE FOR PROPER INSPECTION OF HIS WORK.
8. THE INSTALLATION OF ALL MATERIALS AND PRODUCTS SHALL MEET ALL LOCAL FIRE DEPARTMENT'S REQUIREMENTS AND REGULATIONS, PROOF OF WHICH SHALL BE FURNISHED TO THE CITY OF NEW ROCHELLE PRIOR TO THE INSTALLATION OF SUCH MATERIALS AND PRODUCTS.
9. PROVIDE ALL BLOCKING AND SUPPORTS AS REQUIRED FOR FRAMING OF NEW AND EXISTING AREAS. INSTALL AND REMOVE (AFTER COMPLETION) ALL TEMPORARY SUPPORTS, HEADERS AND DUST SCREENS TO ADEQUATELY SUSTAIN ALL LOADS AND PROTECT EXISTING WORK FROM DAMAGES OF ANY KIND, INCLUDING DUST.
10. FLASH, CAULK AND SEAL ALL JUNCTIONS OF NEW AND EXISTING ROOFS, WALLS AND PENETRATIONS TO FORM A WATER TIGHT ASSEMBLY. ALL FLASHING TO BE 16 OUNCE COPPER SHEATHING OR APPROVED EQUAL AND EXTEND AT LEAST 8" ABOVE INTERSECTING SURFACES.
11. ALL ELECTRIC WORK SHALL CONFORM TO RULES AND REGULATIONS OF THE INTERNATIONAL BUILDING CODE, THE NATIONAL ELECTRIC CODE AND N.Y. STATE BOARD OF FIRE UNDERWRITERS. THE FINAL CERTIFICATE OF APPROVAL MUST BE PRESENTED TO THE OWNER PRIOR TO FINAL PAYMENT.
12. ALL PLUMBING WORK SHALL CONFORM TO RULES AND REGULATIONS OF THE INTERNATIONAL BUILDING CODE. THE FINAL CERTIFICATE OF APPROVAL MUST BE PRESENTED TO THE OWNER PRIOR TO FINAL PAYMENT.
13. ALL SMOKE DETECTORS SHALL BE HARDWIRED W/ BATTERY BACKUP AND INTERCONNECTED IN ALL BEDROOMS AND APPLICABLE SPACES.
14. THE ENTIRE PREMISES, INSIDE AND OUT, SHALL BE CLEANED OF ALL DEBRIS AND EXCESS MATERIALS, TO THE SATISFACTION OF THE OWNER, INCLUDING LABELS AND PROTECTIVE COATINGS ON ALL MATERIALS.
15. REQUEST FOR FINAL PAYMENT MUST BE ACCOMPANIED WITH A WAIVER OF LIENS, SIGNED BY ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS, IN ADDITION TO THE GENERAL CONTRACTOR.
16. ALL REQUIRED AND NECESSARY PERMITS SHALL BE SECURED FROM ALL MUNICIPAL AGENCIES HAVING JURISDICTION AT THE COST AND EXPENSE OF THE CONTRACTOR AND PRIOR TO START OF WORK AND SHALL OBTAIN APPROVAL OF ALL COMPLETED WORK AS REQUIRED BY ADMINISTRATIVE CODE AND ALL REQUIRED AGENCIES.
17. EACH CONTRACTOR WILL BE HELD RESPONSIBLE FOR HIS/HER WORK. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE BUILDINGS AND WILL BE RESPONSIBLE FOR THE JOINING OF WORK OF ALL TRADES.
18. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE REQUIREMENTS OF "SAFETY OF PUBLIC AND PROPERTY DURING CONSTRUCTION OPERATIONS" AND SHALL BE HELD RESPONSIBLE FOR THE SAFE MAINTENANCE AS PRESCRIBED THEREIN UNTIL COMPLETION OF WORK.
19. THE CONTRACTOR OR PERSON WHO SUPERVISED THE WORK IS REQUIRED TO BE PRESENT AT FINAL INSPECTION WITH THE BUILDING DEPARTMENT INSPECTOR.
20. THE ARCHITECT/ENGINEER HAS NOT BEEN RETAINED TO SUPERVISE ANY CONSTRUCTION OR INSTALLATION OF ANY EQUIPMENT.
21. THE OWNER SHALL BE RESPONSIBLE FOR THE SAFE MAINTENANCE OF THE BUILDING AND IT'S FACILITIES.

GENERAL CONDITIONS CONT.

22. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO NEW YORK STATE FIRE PREVENTION AND BUILDING CODE.
23. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS AND STANDARDS OF THE BUILDING CODE ZONING RESOLUTION. IT SHALL ALSO BE THE CONTRACTORS RESPONSIBILITY TO SEEK CERTIFICATION OF THE AFOREMENTIONED SECTIONS, REQUIREMENTS AND STANDARDS.
24. CONTRACTOR SHALL VISIT THE SITE, CHECK AND VERIFY CONDITIONS, FAMILIARIZE HIMSELF/HERSELF WITH EXISTING CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED AND CORRELATE HIS/HER OBSERVATIONS WITH THE REQUIREMENTS OF THE PLANS. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER IMMEDIATELY.
25. CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR ALL THE ACTS AND OMISSIONS OF ALL HIS EMPLOYEES AND SUB-CONTRACTORS, THEIR AGENTS AND ALL OTHER PERSONS PERFORMING ANY OF THE WORK TO BE DONE.
26. CONTRACTOR SHALL PURCHASE AND MAINTAIN SUCH INSURANCE AS WILL PROTECT HIM/HER RESULT FROM THE CONTRACTORS OPERATIONS, WHETHER BE HIMSELF/HERSELF, SUB-CONTRACTOR, OR BY ANY OF THEM FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.
27. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF PUBLIC AUTHORITY HAVNG JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY & TO PROTECT THEM FROM DAMAGE, INJURY OR LOSS.
28. CONTRACTOR SHALL PROPERLY CLEAN UP DURING PROCESS OF WORK. CONTRACTOR, UPON COMPLETION OF WORK, SHALL LEAVE PREMISES CLEAN, NEAT AND ORDERLY.
29. UTILITY CONNECTIONS TO BE FILED UNDER SEPARATE APPLICATION.

SITE PLAN APPROVAL: SECTION 331-119(2)

The following documents shall be submitted to the Board for site plan approval:
A. Site plan requirements. Site plan, legibly drawn in and reproduced in sheets not exceeding 30 inches by 40 inches, at a scale not smaller than 20 feet to the inch shall be submitted a minimum of 16 days prior to the meeting. A long form environmental assessment form (EAF) or draft environmental impact statement shall accompany the plans. The plans shall include the following:
[Amended 5-21-2003 by Ord. No. 106-2003; 4-20-2004 by Ord. No. 90-2004; 11-21-2006 by Ord. No. 259-2006
Editor's Note: This ordinance stated that it shall apply to all site plan and Major Subdivision applications which have not been subject to public hearing before the Planning Board prior to its adoption.]

(1) Proposed project name, date, North point, scale, name and address of owner, developer, engineer, architect and site planner (including seal of professional preparing site plan), tax block and lot number or numbers and name of the City and county in which the site is located.
(2) A vicinity map, at a scale not less than 100 feet to an inch, showing tax lot lines and the buildings on each of the contiguous lots.
(3) Boundaries of the property; easements; watercourses; marshes; flood zones; rock outcrops; wooded areas, single trees, with species identified, having a diameter of eight inches or more, measured at 54 inches above grade, topographic conditions and elevations; and other significant existing features on or within 100 feet of the property to be developed.
(4) Existing and proposed contours at intervals of two feet or less, referred to a datum specified by the City Engineer; basement and first floor elevations; curb elevations at street intersections and at all building entrances; existing and proposed grade differentials and treatment thereof at all property lines. If necessary for clarity, the Board can suggest a grading plan shall be submitted as a separate drawing.
(5) Adjacent roadways and sidewalks, including the location, width, and finished grades of proposed public and private streets, ways, roads, and sidewalks, along with pavement type and profiles.
(6) The location, size and design of all existing and proposed water mains, sanitary sewerage lines, valves, hydrants and storm drainage systems or other such utility facilities, including connections to any existing such facilities. A drainage report prepared by a licensed professional civil engineer who designed the drainage system and supervised soil percolation tests shall also be submitted for site plans involving dry wells, bio-filter retention basins, and other drainage facilities that utilize on-site retention or detention systems. The report shall meet the requirements of the NYS DEC General Permit for stormwater discharge, particularly if site disturbance is one acre or greater in area. An engineering report prepared by a licensed professional engineer demonstrating that the existing sanitary and water supply systems have capacity to accommodate the project demands shall be submitted.
(7) Location, dimensions and entrances of all proposed buildings on the site and any existing structures to remain.
(8) Location and dimensions of driveways, pedestrian walkways, exterior and interior parking and loading spaces and play areas.
(9) Location and dimensions of all yards and courts and distances between buildings at the points where they come closest to one another.
(10) Location and types of retaining walls, guardrails and other protective features.
(11) Zoning districts within and adjacent to the site.
(12) Preliminary architectural plans showing at least three different exterior facade elevations of the proposed building, with such architectural plan showing in detail specifications of materials and colors to be used on the exterior facade elevations, at a scale of no less than 1/8 inch to one foot, in a format acceptable to the Department of Development.
(13) An analysis, with photographs, demonstrating that the proposed construction is harmonious and compatible architecturally with the neighborhood.
(14) The location, design and proposed screening of outdoor storage areas, including proposed provisions for storage and refuse collection, electric and communications equipment and all planned structures, including outdoor electric generators and fuel storage tanks.
(15) A description of measures planned to assure proper erosion and sedimentation control, both during and after construction, with reference to Westchester County's Best Management Practices Manual for Construction Related Activities, Standards and Specifications. A plan showing the phasing of construction, limits of site disturbance, construction access and storing of material and equipment shall be provided at a scale of no less than one inch equals 100 feet.
(16) Location, type, and size of all security grilles or similar security grates or devices, and the type and hours of operation of internal lighting security, after close of business, if applicable.
(17) Landscape plan, including the following:
(a) A title block with the name of the project, name of person preparing the plan, a scale, North arrow, and date;
(b) A tree survey by a licensed land surveyor, architect, landscape architect, or engineer showing the species and number of all existing trees with a caliper of eight inches or greater and measured 54 inches above grade, within 20 feet of the area proposed to be disturbed by the project, including disturbances related to grade changes and changes in drainage, and any other eight-inch-diameter tree(s) outside the aforementioned area, which are proposed to be removed;
(c) All existing and proposed structures on site;
(d) Existing vegetation, including trees, to be saved;
(e) Methods and details for protecting existing vegetation, including trees, during construction;
(f) Plant lists or schedules with the botanical and common name, quantity, spacing and size of all required and proposed vegetation, including trees;
(g) Locations and description of other landscape improvements, such as earth berms, walls, fences, screen, sculptures, fountains; and
(h) Planting and installation details as necessary to ensure conformance with all required standards.

The New Rochelle Planning Board approved the site represented on drawings A001 thru A017 subject to the following:
1. Per comments from the Fire Code Enforcement Officer dated June 5, 2012 sprinklers are required in the stage area.

APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

All work within City street area, including sidewalks, to conform to City of New Rochelle standards and specifications and the requirements of the City Engineer. This site plan approved with regard to proposed work in City street area.

Date City Engineer
****
This site plan conforms in its major aspects to the Zoning Ordinance and other codes of the City of New Rochelle. *(in accordance with the variance granted by the Board of Appeals on Zoning, Case No.) Construction details to indicate compliance with the applicable sections of the New York State Building Code and the New Rochelle Zoning Ordinance will be shown on the working drawings. This includes, but is not limited to, asphalt surfacing, screening and bumpers. No building permits shall be issued until all required erosion control systems are in place and site has been graded, as necessary, to not cause drainage impacts on surrounding properties.

Date Building Official
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The Planning Board of the City of New Rochelle, New York, on _____ approved this site plan (PB No._____ and Resolution No. _____) subject to the following conditions, which shall be satisfied prior to issuance of a building permit, unless specified differently in the approval resolution:

(List conditions of approval here OR elsewhere on this sheet)

Board Member or Clerk Commissioner of Development Developer or Authorized Agent
Jonathan Villani
7/16/12
Date Date Date
****

Annunziata & Villani Design Consultants Inc.
24 Chesley Road
White Plains, N.Y., 10605
P 914-575-1071/
F 914-698-8118
homchekr@aol.com
jmvarch@gmail.com

PROJECT:
REFUGIO DE ESPERANZA
CHURCH
475 NORTH AVENUE
NEW ROCHELLE, NEW YORK, 10801
ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/9/12
2.	REVISED	5/15/12
3.	REVISED	6/14/12
4.	REVISED	7/14/12
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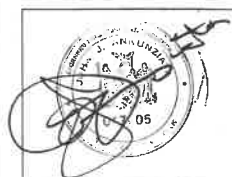
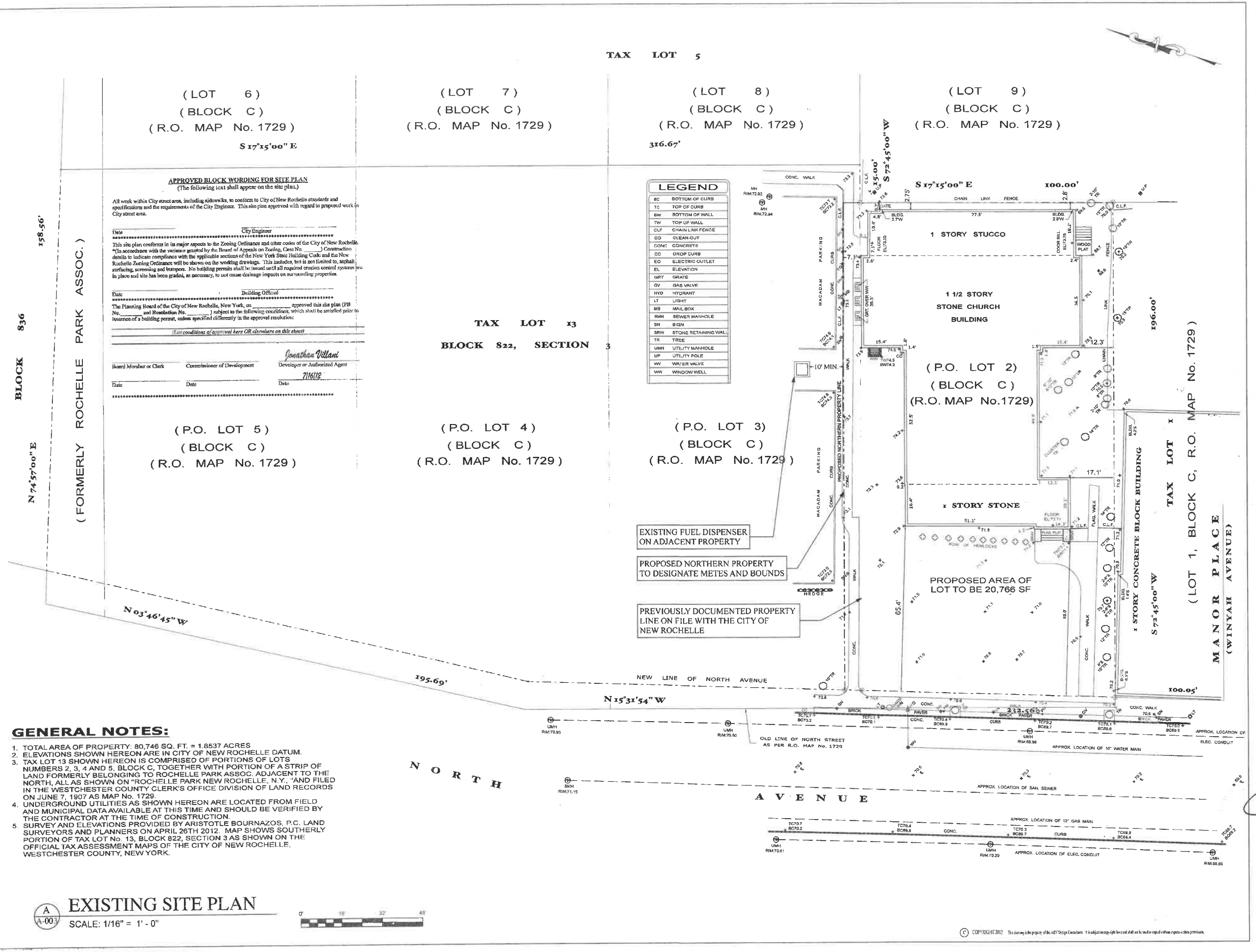


SCALE:	DATE:	PROJECT NO.:
AS NOTED	7/16/12	
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
GENERAL NOTES

DRAWING NO:
A002.00



APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

All work within City street area, including sidewalks, to conform to City of New Rochelle standards and specifications and the requirements of the City Engineer. This site plan approved with regard to proposed work in City street area.

Date — City Engineer

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(List conditions of approved here OR elsewhere on this sheet)

Board Member or Clerk — Commissioner of Development — Developer or Authorized Agent (Jonathan Villani 7/16/12)

Date — Date — Date

GENERAL NOTES:

1. TOTAL AREA OF PROPERTY: 80,746 SQ. FT. = 1.8537 ACRES
2. ELEVATIONS SHOWN HEREON ARE IN CITY OF NEW ROCHELLE DATUM.
3. TAX LOT 13 SHOWN HEREON IS COMPRISED OF PORTIONS OF LOTS NUMBERS 2, 3, 4 AND 5, BLOCK C, TOGETHER WITH PORTION OF A STRIP OF LAND FORMERLY BELONGING TO ROCHELLE PARK ASSOC. ADJACENT TO THE NORTH, ALL AS SHOWN ON "ROCHELLE PARK NEW ROCHELLE, N.Y., "AND FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE DIVISION OF LAND RECORDS ON JUNE 7, 1907 AS MAP No. 1729.
4. UNDERGROUND UTILITIES AS SHOWN HEREON ARE LOCATED FROM FIELD AND MUNICIPAL DATA AVAILABLE AT THIS TIME AND SHOULD BE VERIFIED BY THE CONTRACTOR AT THE TIME OF CONSTRUCTION.
5. SURVEY AND ELEVATIONS PROVIDED BY ARISTOTLE BOURNAZOS, P.C. LAND SURVEYORS AND PLANNERS ON APRIL 26TH 2012. MAP SHOWS SOUTHERLY PORTION OF TAX LOT No. 13, BLOCK 822, SECTION 3 AS SHOWN ON THE OFFICIAL TAX ASSESSMENT MAPS OF THE CITY OF NEW ROCHELLE, WESTCHESTER COUNTY, NEW YORK.

A / A-003 EXISTING SITE PLAN
SCALE: 1/16" = 1' - 0"

0' 16' 32' 48'

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NEW ROCHELLE, NEW YORK, 10801
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3	REVISED	6/14/12
4	REVISED	7/16/12
5		
6		
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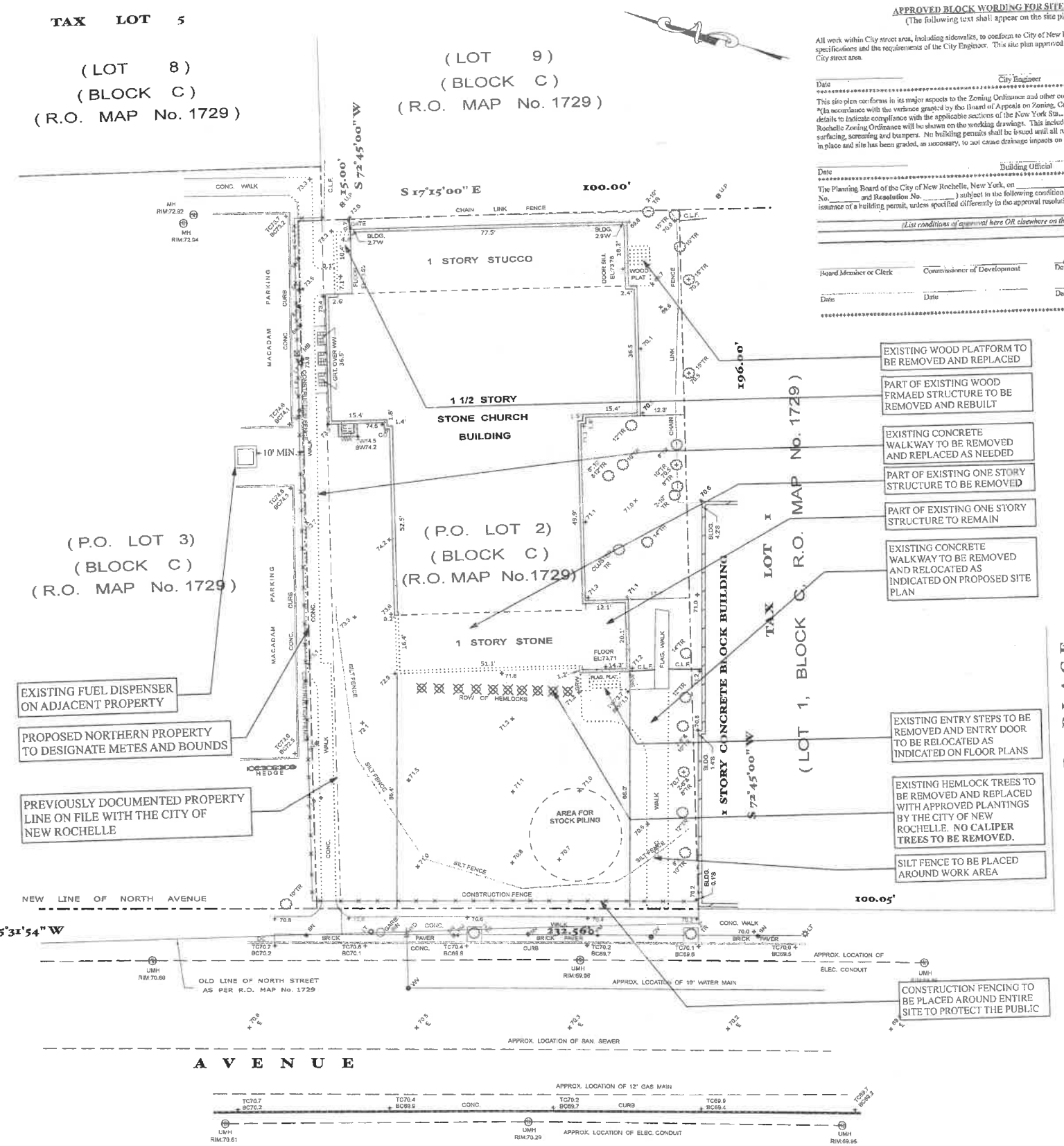
SCALE: AS NOTED | DATE: 7/16/12 | PROJECT NO.:
DRAWN BY: JV | CHECKED BY: | APPROVED BY:
DRAWING TITLE: EXISTING SITE PLAN

DRAWING NO: A003.00



APPROVED BLOCK WORDING FOR SITE PLAN
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Date _____ City Engineer _____

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Date _____ Building Official _____

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The Planning Board of the City of New Rochelle, New York, on _____ approved this site plan (PB No._____ and Resubdivision No. _____) subject to the following conditions, which shall be satisfied prior to issuance of a building permit, unless specified differently in the approval resolution:

(List conditions of approval here OR elsewhere on this sheet)

Board Member or Clerk _____ Commissioner of Development _____ Jonathan Villani Developer or Authorized Agent

Date _____ Date _____ 7/16/12 Date

****

LEGEND	
BC	BOTTOM OF CURB
TC	TOP OF CURB
BW	BOTTOM OF WALL
TW	TOP OF WALL
CLF	CHAIN LINK FENCE
CO	CLEAN-OUT
CONC	CONCRETE
DC	DROP CURB
EO	ELECTRIC OUTLET
EL	ELEVATION
GRT	GRATE
GV	GAS VALVE
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SMH	SEWER MANHOLE
SN	SIGN
SRW	STONE RETAINING WALL
TR	TREE
UMH	UTILITY MANHOLE
UP	UTILITY POLE
WV	WATER VALVE
WW	WINDOW WELL

INSTALLATION & MAINTENANCE OF EROSION CONTROL

CONSTRUCTION SCHEDULE
NOTIFY APPROPRIATE MUNICIPAL AGENCY HAVING JURISDICTION AT LEAST 5 DAYS PRIOR TO START

EROSION CONTROL MEASURES
Install all erosion control measures prior to start of construction.
Call for inspection from the appropriate Municipal Agency having jurisdiction at least 2 days prior to finish.

INSPECTION BY MUNICIPALITY

MAINTENANCE (TO BE PERFORMED DURING ALL PHASES OF CONSTRUCTION)
After any rain causing runoff Contractor to inspect hay bales, etc. and remove any excessive sediment, and inspect stockpiles and correct any problems with seed establishment.
Inspections shall be documented in writing and submitted to the appropriate Municipal Agency having jurisdiction.

STOCK PILING OF EXCAVATED MATERIAL
Strip Topsoil and Stockpile.
Stockpile Excavation Subgrade.
Seed piles with 1 lb. total annual rye or remove from site within 2 days.

INSPECTION BY MUNICIPALITY

FINAL GRADING
Remove unneeded subgrade from site.
Call for inspection from the appropriate Municipal Agency having jurisdiction at at least 2 days prior to finish.

INSPECTION BY MUNICIPALITY

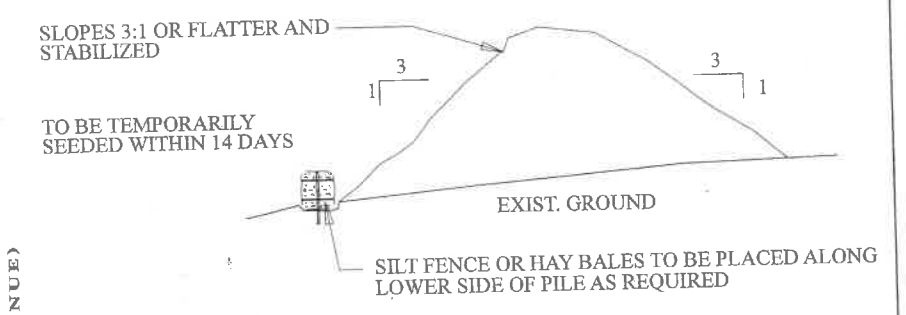
LANDSCAPING
Spread topsoil evenly over areas to be seeded. Hand rake level.
Broadcast 1.25 lb. Bag of Jonathan Green "Fastgrow" mix or equal over areas to be seeded. Apply straw mulch and water within 2 days of completion of topsoiling.
Call for inspection from the appropriate Municipal Agency having jurisdiction at least 2 days prior to finish.

INSPECTION BY MUNICIPALITY

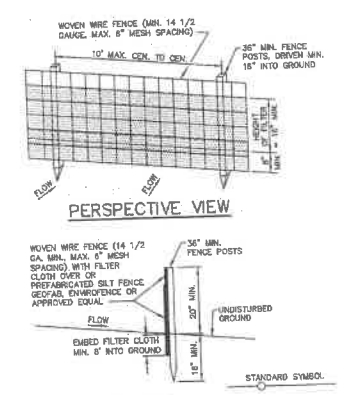
FINAL LANDSCAPING
Grass established.
Call for inspection from the appropriate Municipal Agency having jurisdiction at least 2 days prior to finish.

INSPECTION BY MUNICIPALITY

FINAL INSPECTION
1. All erosion control measures removed and grass established.
2. Call for inspection from the appropriate Municipal Agency having jurisdiction at least 2 days prior to finish.



INSTALLATION NOTES
1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1:2
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH EITHER SILT FENCING OR STARWBALES, THEN STABILIZED WITH VEGETATION OR COVERED.



CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

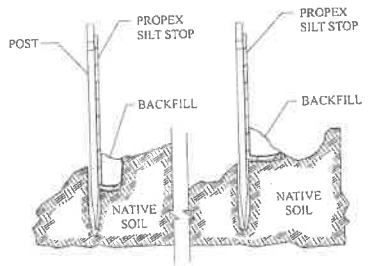
POSTS: STEEL, EITHER T OR U TYPE OR 2" HARDWOOD

FENCE: WOVEN WIRE, 14 1/2 GA. 6" MAX. MESH OPENING

FILTER CLOTH: FILTER X, MIRAFI 100X, STABI-LINKA T140N OR APPROVED EQUAL.
PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL

GENERAL NOTES:
1. ALL UTILITIES TO EXISTING STRUCTURE TO BE NEW.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
3. COMPACITY OF NEW UTILITIES TO BE VERIFIED IN THE FIELD WITH CON EDISON.
4. G.C. TO VERIFY EXISTING SOIL CONDITIONS PRIOR TO INSTALLATION OF NEW STORMWATER CONTAINMENT.

POSTS SHOULD NOT BE SPACED MORE THAN 10' APART



INSTALLATION DETAIL
SEDIMENT CONTROL FABRIC
N.T.S.

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PROJECT:
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CHURCH
475 NORTH AVENUE
NEW ROCHELLE, NEW YORK, 10801
ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/8/12
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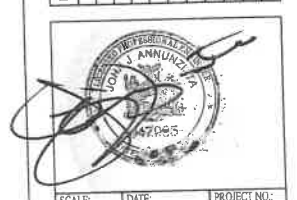


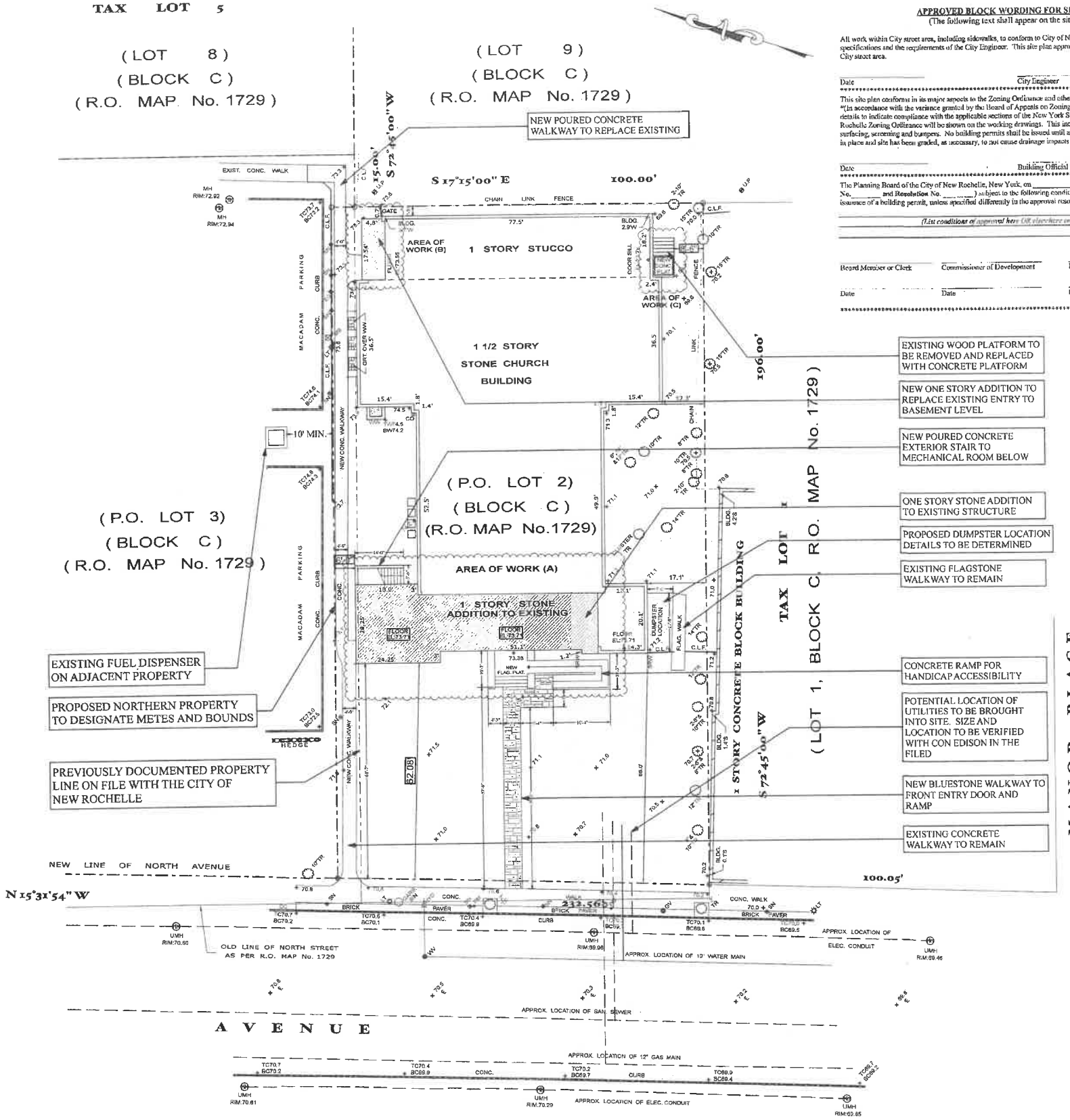
SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO.:
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
ENLARGED
EXISTING SITE PLAN

DRAWING NO.
A004.00

A
A-004
DEMOLITION AND EROSION CONTROL PLAN
SCALE: 1/16" = 1' - 0"

0' 16' 32' 48'



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(List conditions of approval here OR elsewhere on this sheet)

Board Member or Clerk _____ Commissioner of Development _____ Jonathan Villani Developer or Authorized Agent

Date _____ Date _____ 7/16/12 Date

LEGEND	
BC	BOTTOM OF CURB
TC	TOP OF CURB
BW	BOTTOM OF WALL
TW	TOP OF WALL
CLF	CHAIN LINK FENCE
CO	CLEAN-OUT
CONC	CONCRETE
DC	DROP CURB
EO	ELECTRIC OUTLET
EL	ELEVATION
GRT	GRATE
GV	GAS VALVE
HYD	HYDRANT
LT	LIGHT
MB	MAIL BOX
SMH	SEWER MANHOLE
SN	SIGN
SRW	STONE RETAINING WALL
TR	TREE
UMH	UTILITY MANHOLE
UP	UTILITY POLE
WV	WATER VALVE
WW	WINDOW WELL

GENERAL SITE NOTES:

1. EXISTING SITE ELEVATIONS ARE TO REMAIN.
2. ACCESS TO SITE FOR EXCAVATION EQUIPMENT SHALL BE OVER EXISTING LAWN AREA FROM NORTH AVENUE.
3. THIS SUBJECT PARCEL IS SERVED BY CITY WATER AND CITY SEWER.
4. ALL GROUND AREAS DISTURBED DURING CONSTRUCTION SHALL BE RE-GRADED, MULCHED AND SEEDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION PHASE.
5. ANY EXCESS MATERIAL EXCAVATED DURING CONSTRUCTION SHALL BE DISPOSED OF LEGALLY OFF-SITE.
6. ALL SEDIMENT AND EROSION CONTROL DEVICES AND PROVISIONS SHALL BE MAINTAINED IN OPERATIONAL CONDITION BY THE GENERAL CONTRACTOR UNTIL FINAL COMPLETION OF THE PROJECT.

CONSTRUCTION STAGING AND EROSION CONTROL

1. INSTALL SEDIMENTATION AND EROSION CONTROLS AND TREE PROTECTION AS NEEDED THROUGHOUT.
2. PRIOR TO DEMOLITION THE GENERAL CONTRACTOR SHALL OBTAIN A DEMOLITON PERMIT.
3. BACKFILL WITH CLEAN COMPACTED SOIL FILL AS DIRECTED.
4. MARK AND CUT TREES TO BE REMOVED IF NECESSARY.
5. STRIP TOP SOIL AND STOCK PILE IT WIT APPROPRIATE SEDIMENTATION CONTROL MEASURES.
6. EXCAVATE FOR PROPOSED FOUNDATION.
7. CONSTRUCT FOUNDATION.
8. BACKFILL AND ROUGH GRADE AROUND BUILDING FOUNDATION AND STABILIZE ALL SLOPES.

GENERAL NOTES:

1. ALL UTILITIES TO EXISTING STRUCTURE TO BE NEW.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
3. COMPACITY OF NEW UTILITIES TO BE VERIFIED IN THE FIELD WITH CON EDISON.
3. G.C. TO VERIFY EXISTING SOIL CONDITIONS PRIOR TO INSTALLATION OF NEW STORMWATER CONTAINMENT.

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PROJECT:
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475 NORTH AVENUE
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ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
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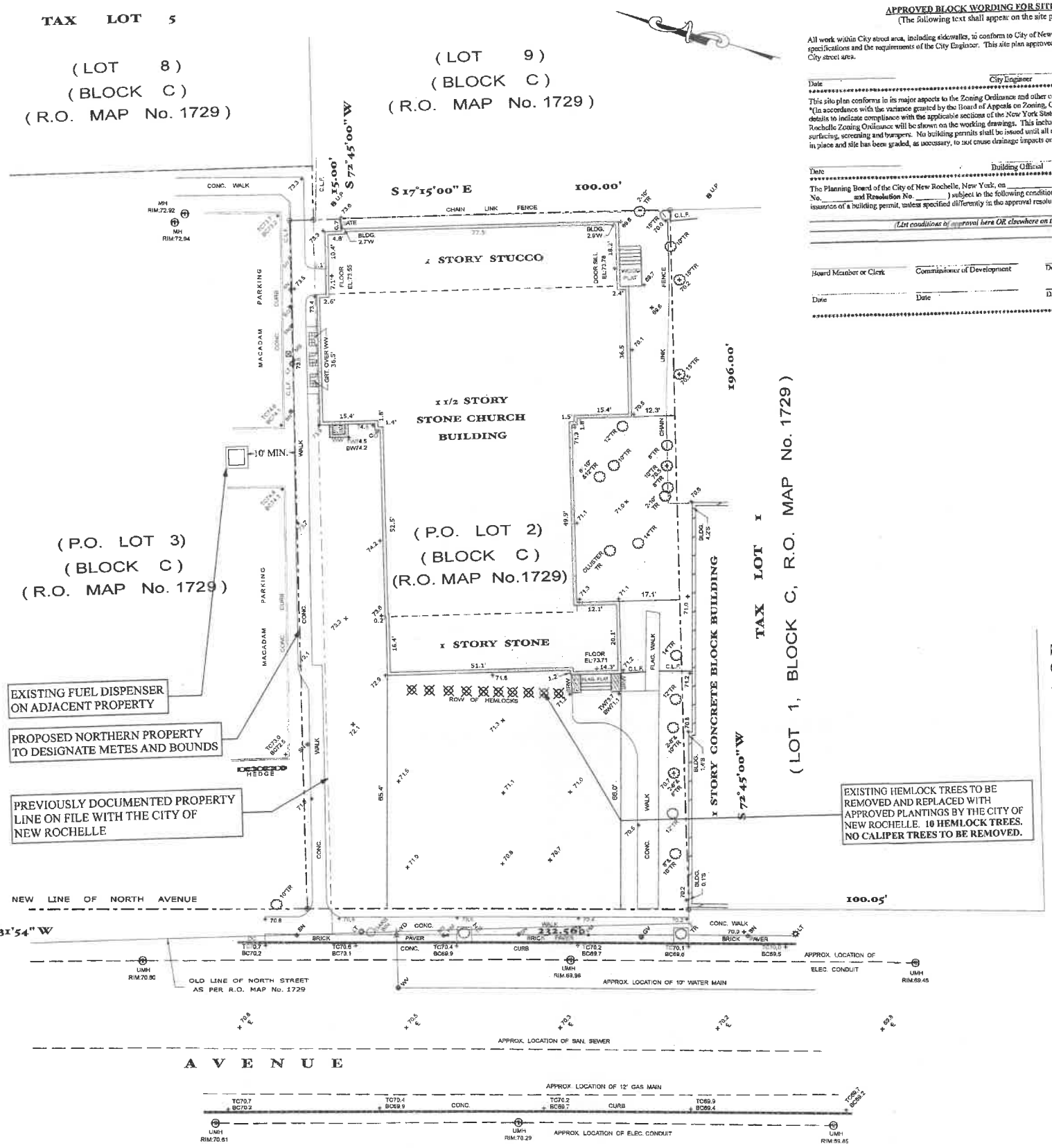
SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO.:
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
PROPOSED SITE PLAN

DRAWING NO:
A005.00

A / A-005
PROPOSED SITE PLAN
SCALE: 1/16" = 1' - 0"



APPROVED BLOCK WORDING FOR SITE PLAN
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Date _____ City Engineer _____

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Date _____ Building Official _____

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Board Member or Clerk _____ Commissioner of Development _____ Jonathan Villani Developer or Authorized Agent

Date _____ Date _____ 7/16/12 Date

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UP	UTILITY POLE
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GENERAL NOTES:

1. PROPOSED CONSTRUCTION OF ONE STORY ADDITION TO EXISTING STRUCTURE WILL NOT REQUIRE THE REMOVAL OF ANY CALIPER TREES. THEREFORE THERE WILL BE NO NEED TO REPLACE THE EXISTING HEMLOCK TREES WITH APPROVED REPLACEMENTS.

GENERAL NOTES:

1. ALL UTILITIES TO EXISTING STRUCTURE TO BE NEW.
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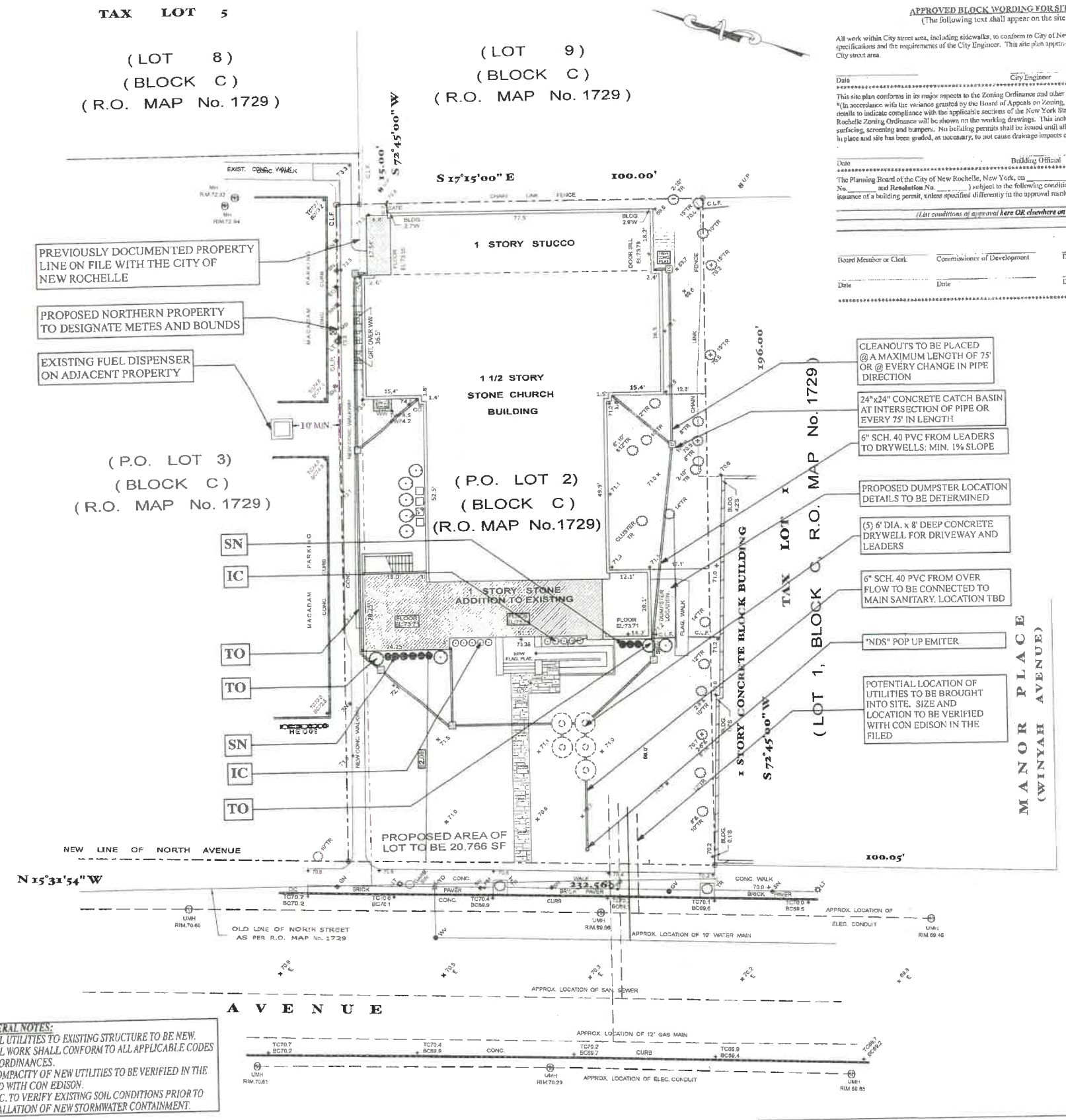
SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO.:
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
PROPOSED TREE SURVEY

DRAWING NO:
A006.00

A / A-006
PROPOSED TREE SURVEY
SCALE: 1/16" = 1' - 0"



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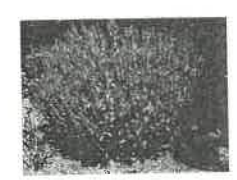
WW	WINDOW WELL

THUJA OCCIDENTALIS/ EMERALD GREEN ARBORVITAE



SALVIA NEMOROSA "BLUE HILL"/ MEADOW SAGE

ILEX CRENATA/ SOFT TOUCH HOLLY

PLANT SCHEDULE TABLE

SYMBOL	QUANTITY	TREES: BOTANICAL NAME/ COMMON NAME	SIZE
IC	10	ILEX CRENATA/ SOFT TOUCH HOLLY	3'x3'x3'
SN	9	SALVIA NEMOROSA "BLUE HILL" MEADOW SAGE	2'
TO	8	THUJA OCCIDENTALIS/ EMERALD GREEN ARBORVITAE	4'x18'

PROPOSED DRAINAGE AND LANDSCAPING PLAN

A / A-007

SCALE: 1/16" = 1' - 0"

GENERAL DRAINAGE NOTES:

1. EXISTING DRAINAGE ADEQUATE TO MANAGE STORMWATER FOR ENTIRE PROPERTY. NO CHANGE.
2. THE EXISTING DRAINAGE HAS A DEFAULT OF 95% RUNOFF COEFFICIENT. MEANING 95% OF THE RAIN FALLING ON THE CATCHMENT AREA WILL RUN OFF. THE OTHER 10% WILL BE LOST TO EVAPORATION, WIND, LEAKS, INFILTRATION INTO THE CATCHMENT SURFACE, ETC. THIS IS TYPICAL FOR AN ASPHALT OR CONCRETE ROOF AS WELL AS HARDSCAPE SUCH AS PATIO, ROAD OR DRIVEWAY.
3. WESTCHESTER COUNTY'S BEST MANAGEMENT PRACTICES MANUAL FOR CONSTRUCTION RELATED ACTIVITIES, STANDARDS AND SPECIFICATIONS. A PLAN SHOWING THE PHASING OF CONSTRUCTION, LIMITS OF SITE DISTURBANCE, CONSTRUCTION ACCESS AND STORING OF MATERIAL AND EQUIPMENT SHALL BE PROVIDED AT A SCALE OF NO LESS THAN ONE INCH EQUALS ONE HUNDRED FEET.

GENERAL LANDSCAPING NOTES:

1. ALL PLANT MATERIAL SHALL BE FIRST QUALITY. PLANTED MATERIAL AND METHODS OF INSTALLATION SHALL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION.
2. ALL AREAS OF THE SITE NOT OCCUPIED BY BUILDING OR PAVEMENT AND NOT SPECIFIED AS BEING PLANTED WITH TREES, SHRUBS, OR GROUND COVER SHALL BE LAWN.
3. ALL PLANTING BEDS SHALL BE MULCHED WITH 3" BROWN HARDWOOD MULCH.
4. ALL LANDSCAPING SHALL CONTINUED TO BE MAINTAINEDIN A HEALTHY GROWING CONDITION THROUGHOUT THE DURATION OF THE PROJECT. ANY PLANTING NOT SO MAINTAINED SHALL BE REPLACED WITH NEW PLANTS AT THE BEGINNING OF THE NEXT GROWING SEASON.
5. ALL PLANTING BEDS, LAWNS, AND LANDSCAPED AREAS SHALL RECEIVE A MINIMUM 4" THICK LAYER OF TOPSOIL, UNLESS OTHERWISE SPECIFIED.

IMPERVIOUS SURFACE

EXISTING BUILDING FOOTPRINT: 8,779 SF
ADDITION TO EXISTING STRUCTURE: 685
WALKWAYS, RAMPS AND STAIRS: 1,810 SF
NEW IMPERVIOUS SURFACE TOTAL: 11,274 SF

INCREASE TO IMPERVIOUS SURFACE IS 756 SF

AREA OF LAND: 20,766 SF - ANTICIPATED AREA AFTER SUBDIVISION

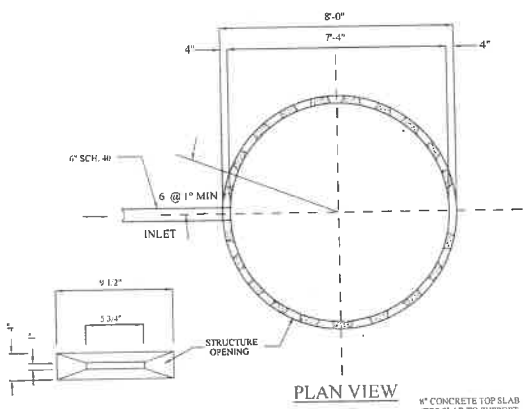
MAXIMUM IMPERVIOUS SURFACE: 54%
ALLOWABLE IMPERVIOUS SURFACE: 95%

STORM WATER MANAGEMENT:
11,274 SF X .167(2") = 1,882.76 CF X 7.48 GALLONS = 14,083.03 GAL.

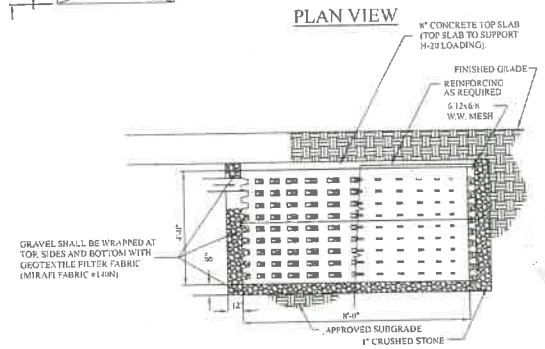
5 DRYWELLS AT 6' IN DIAMETER AND 8' IN DEPTH HOLD 15,040 GALLONS.

DRY WELL DETAIL

NOT TO SCALE



PLAN VIEW



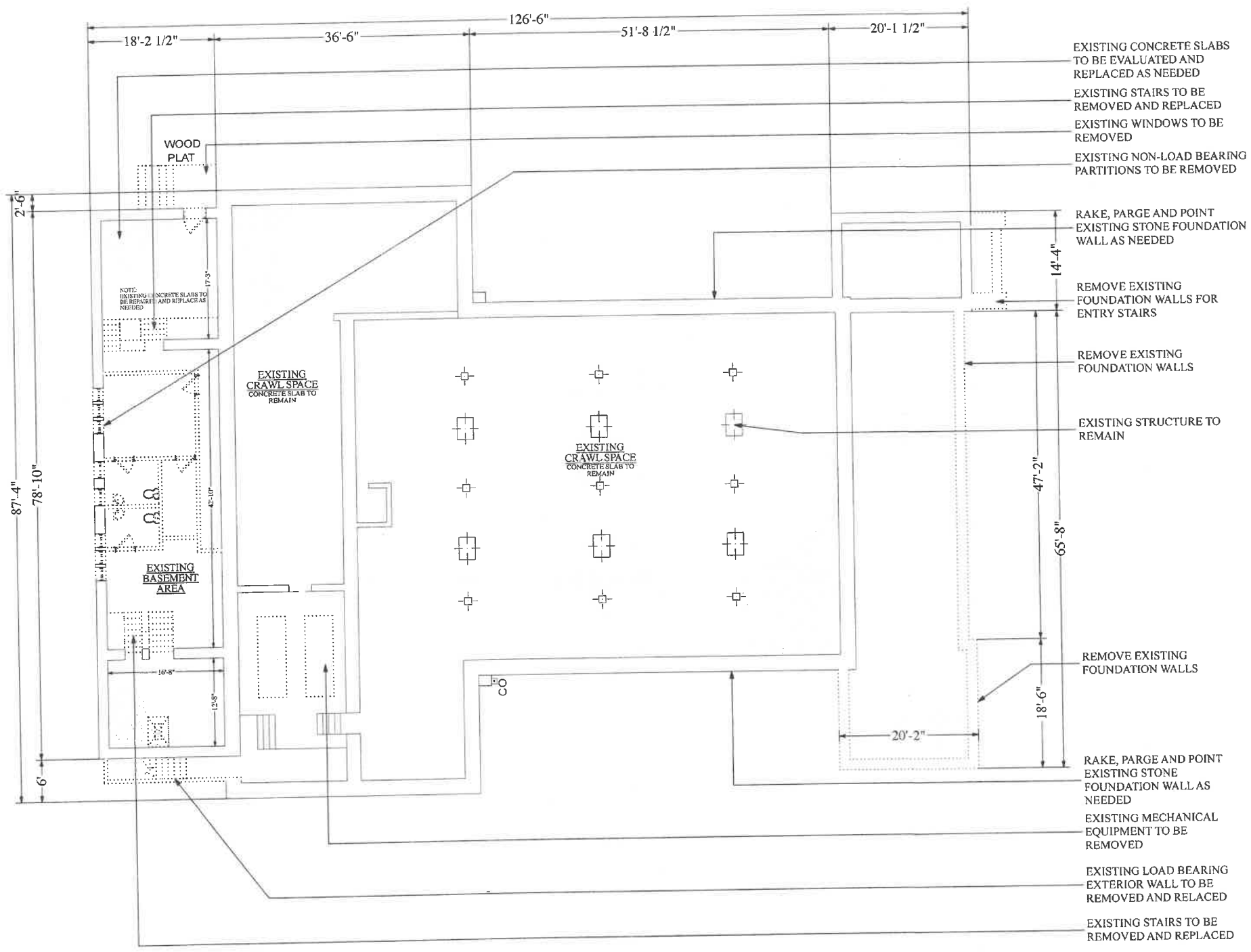
ELEVATION SECTION

Annunziata & Design Consult
24 Chesley R
White Plains, N.Y.
P 914-575-1
F 914-698-8
homchekr@ao
jmvarch@gma

PROJECT:
REFUGIO DE ESPERANZA CHURCH
475 NORTH AVENUE

NO.	ISSUE	DATE
1	ISSUED FOR PLANNING	4/6/12
2	REVISED	5/15/12
3	REVISED	6/15/12
4	REVISED	7/11/12
5		

SCALE: AS NOTED
DATE: 7/1
DRAWN BY: JV
CHECKED
DRAWING TITLE: PROPOSED AND LANDSC
DRAWING NO: A00



BASEMENT LEVEL DEMOLITION PLAN

P.O. LOT 2, BLOCK C, MAP No. 1729

A / A-008

SCALE: 1/8" = 1' - 0"

DEMOLITION NOTES

1. G.C. TO REMOVE ITEMS AS INDICATED ON DEMOLITION PLAN UNLESS OTHERWISE NOTED.
2. G.C. TO PROTECT ANY AND ALL ITEMS TO BE REUSED TROUGHOUT CONSTRUCTION PHASE.
3. G.C. TO REMOVE ALL PLUMBING FIXTURES AND ASSOCIATED PIPING AS NECESSARY.
4. G.C. TO UPGRADE MECHANICAL SYSTEM TO ACCOMODATE ALTERED SPACE.
5. G.C. TO REMOVE ALL VENT PIPES AND EXHAUST FANS USED FOR EXISTING EQUIPMENT.
6. G.C. TO PROVIDE ALL TEMPORARY WATERPROOFING DUE TO REMOVAL OF VENTS AND EXHAUST FANS FROM EXISTING ROOF THROUGHOUT CONSTRUCTION PHASE.
7. G.C. TO HAVE FIRE EXTINGUISHERS ON PREMISES THOUGHOUT CONSTRUCTION PHASE AS SAFETY PRECAUTION.
8. G.C. TO PROVIDE HARD HATS AND GOGGLES TO ALL WORKERS THROUGHOUT DEMOLITION AS WELL CONSTRUCTION.
9. G.C. TO PROVIDE ALL PROTECTIVE BARRIERS TO COVER STOREFRONT THROUGHOUT CONSTRUCTION PHASE.
10. G.C. TO MAINTAIN A SAFE AND CLEAR PEDESTRIAN PATH THROUGH CONSTRUCTION AREA THROUGHOUT DURATION OF PROJECT.

CLEANING:

1. MAINTAIN PREMISES AND PUBLIC PROPERTIES FREE FROM ACCUMULATIONS OF WASTE, DEBRIS AND RUBBISH CAUSED BY OPERATIONS.
2. AT COMPLETION OF WORK, REMOVE WASTE MATERIALS, RUBBISH, TOOLS, EQUIPMENT, MACHINERY AND SURPLUS MATERIALS, AND CLEAN ALL SIGHT EXPOSED SURFACES; LEAVE PROJECT CLEAN AND READY FOR FOR OCCUPANCY.

WARRANTIES:

1. WARRANTY THAT THE WORK SHALL BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP WITHIN A PERIOD OF ONE YEAR AFTER THE DATE OF OWNER'S ACCEPTANCE OR WITHIN SUCH PERIOD OF TIME AS MAY BE PRESCRIBED BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS.
2. OBTAIN AND PAY FOR ALL PERMITS, NOTICES, FEES, ETC., REQUIRED FOR BUILDING, GENERAL CONSTRUCTION, PLUMBING, ELECTRICAL, H.V.A.C. AND SPRINKLER.
3. THE CONTRACTOR WILL BE RESPONSIBLE THAT ALL WORK IS DONE IN STRICT ACCORDANCE WITH LOCAL BUILDING CODES.

APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

All work within City street area, including sidewalks, to conform to City of New Rochelle standards and specifications and the requirements of the City Engineer. This site plan approved with regard to proposed work in City street area.

Date _____ City Engineer _____

****

This site plan conforms in its major aspects to the Zoning Ordinance and other codes of the City of New Rochelle. *(In accordance with the variance granted by the Board of Appeals on Zoning, Case No. _____) Construction details to indicate compliance with the applicable sections of the New York State Building Code and the New Rochelle Zoning Ordinance will be shown on the working drawings. This includes, but is not limited to, asphalt surfacing, screening and bumpers. No building permits shall be issued until all required erosion control systems are in place and site has been graded, as necessary, to not cause drainage impacts on surrounding properties.

Date _____ Building Official _____

****

The Planning Board of the City of New Rochelle, New York, on _____ approved this site plan (PB No._____ and Resolution No._____ ____) subject to the following conditions, which shall be satisfied prior to issuance of a building permit, unless specified differently in the approval resolution:

(List conditions of approval here OR elsewhere on this sheet)

Board Member or Clerk _____ Commissioner of Development _____ Developer or Authorized Agent *Jonathan Villani*

Date _____ Date _____ Date 7/16/12

****

LEGEND:
- INDICATES EXISTING WALL TO BE REMOVED
- INDICATES NEW POURED FOUNDATION WALL
- INDICATES NEW BLOCK FOUNDATION WALL
- INDICATES 2X6 WOOD STUD BEARING WALL
- INDICATES STRUCTURAL POST BELOW
- INDICATES STRUCTURAL POST ABOVE
- FLR. & CEILING JOIST @ 16" O.C. TYP. UON.

Annunziata & Villani Design Consultants Inc.
24 Chesley Road
White Plains, N.Y., 10605
P 914-575-1071/
F 914-698-8118
homchekr@aol.com
jmvarch@gmail.com

PROJECT:
REFUGIO DE ESPERANZA CHURCH
475 NORTH AVENUE
NEW ROCHELLE, NEW YORK, 10801
ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/8/12
2.	REVISED	5/15/12
3.	REVISED	6/19/12
"4"	REVISED	7/16/12
5.		
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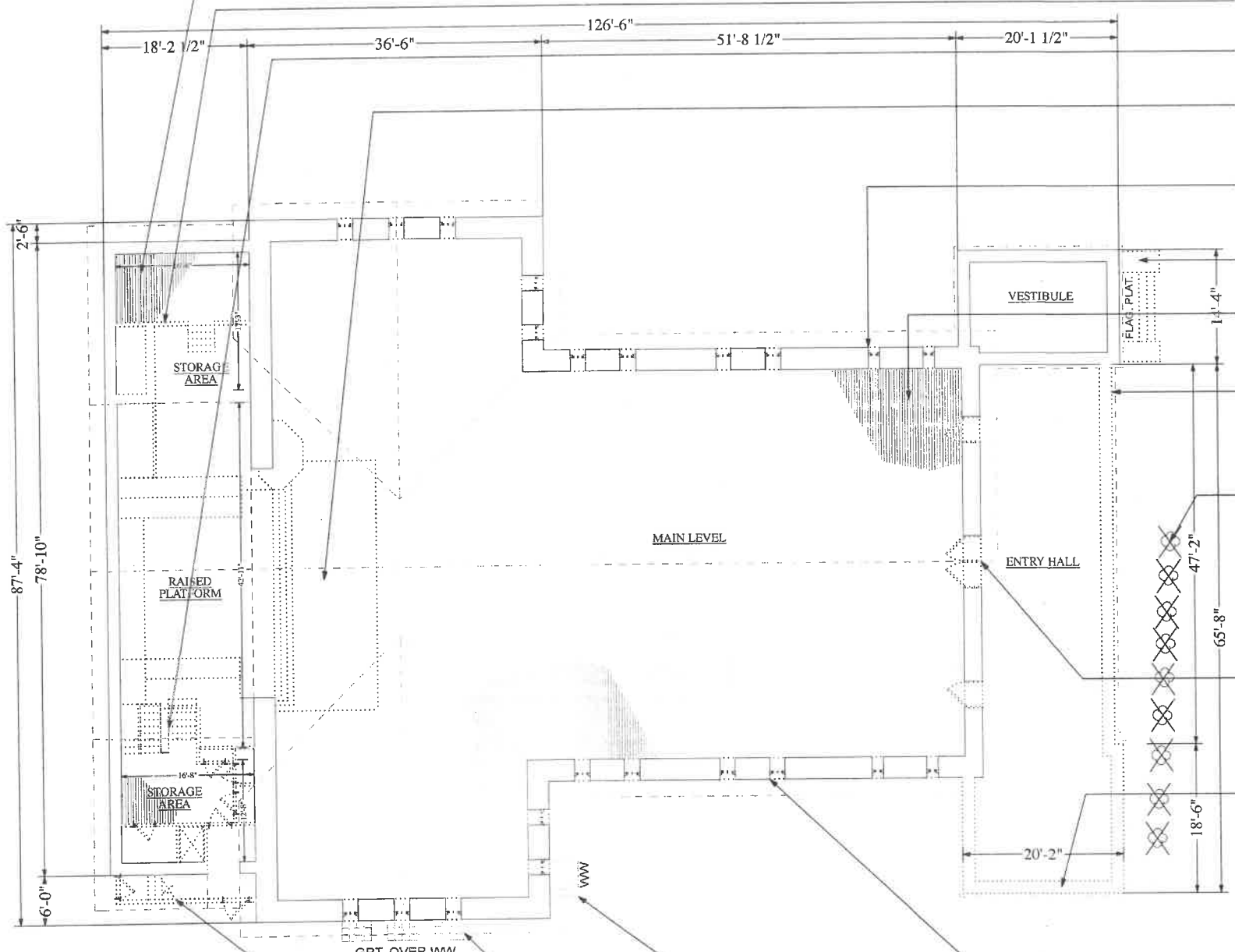
11.		

SCALE:	DATE:	PROJECT NO.:
AS NOTED	7/16/12	
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
BASEMENT LEVEL DEMOLITION PLAN

DRAWING NO:
A008.00



EXISTING FLOORING TO BE REMOVED AND SUB-FLOOR TO BE REPLACED.

EXISTING NON-LOAD BEARING PARTITIONS TO BE REMOVED

EXISTING STAIR TO BE REMOVED AND REPLACED

EXISTING STAGE AND PLATFORMS TO BE REMOVED AND REPLACED

EXISTING STAIN GLASS WINDOWS TO BE REMOVED, REPAIRED AND REINSTALLED IN SAME LOCATION

EXISTING MASONRY STAIRS TO BE REMOVED

EXISTING WOOD FLOORS TO BE EVALUATED AND REPLACED AS NEEDED.

EXISTING MASONRY WALL TO BE REMOVED. **EXISTING STONE TO BE SALVAGED.**

EXISTING HEMLOCK TREES TO BE REMOVED. UNDER 8 IN CALIPER

EXISTING ENTRY DOORS TO BE REMOVED AND REPLACED

EXISTING MASONRY WALL TO BE REMOVED. EXISTING STONE TO BE SALVAGED.

EXISTING STAIN GLASS WINDOWS TO BE REMOVED, REPAIRED AND REINSTALLED IN SAME LOCATION

EXISTING GRATES OVER WINDOW WELLS TO BE REPLACED

EXISTING LOAD BEARING EXTERIOR WALL TO BE REMOVED AND RELACED

EXISTING STAIRS TO BE REMOVED AND REPLACED

A
A-009

MAIN LEVEL DEMOLITION PLAN

SCALE: 1/8" = 1' - 0"

P.O. LOT 2, BLOCK C, MAP No. 1729

DEMOLITION NOTES

1. G.C. TO REMOVE ITEMS AS INDICATED ON DEMOLITION PLAN UNLESS OTHERWISE NOTED.
2. G.C. TO PROTECT ANY AND ALL ITEMS TO BE REUSED TROUGHOUT CONSTRUCTION PHASE.
3. G.C. TO REMOVE ALL PLUMBING FIXTURES AND ASSOCIATED PIPING AS NECESSARY.
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10. G.C. TO MAINTAIN A SAFE AND CLEAR PEDESTRIAN PATH THROUGH CONSTRUCTION AREA THROUGHOUT DURATION OF PROJECT.

CLEANING:

1. MAINTAIN PREMISES AND PUBLIC PROPERTIES FREE FROM ACCUMULATIONS OF WASTE, DEBRIS AND RUBBISH CAUSED BY OPERATIONS.
2. AT COMPLETION OF WORK, REMOVE WASTE MATERIALS, RUBBISH, TOOLS, EQUIPMENT, MACHINERY AND SURPLUS MATERIALS, AND CLEAN ALL SIGHT EXPOSED SURFACES; LEAVE PROJECT CLEAN AND READY FOR FOR OCCUPANCY.

WARRANTIES:

1. WARRANTY THAT THE WORK SHALL BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP WITHIN A PERIOD OF ONE YEAR AFTER THE DATE OF OWNER'S ACCEPTANCE OR WITHIN SUCH PERIOD OF TIME AS MAY BE PRESCRIBED BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS.
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3. THE CONTRACTOR WILL BE RESPONSIBLE THAT ALL WORK IS DONE IN STRICT ACCORDANCE WITH LOCAL BUILDING CODES.

APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

All work within City street area, including sidewalks, to conform to City of New Rochelle standards and specifications and the requirements of the City Engineer. This site plan approved with regard to proposed work in City street area.

Date _____ City Engineer _____

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This site plan conforms in its major aspects to the Zoning Ordinance and other codes of the City of New Rochelle. *(In accordance with the variance granted by the Board of Appeals on Zoning, Case No. _____) Construction details to indicate compliance with the applicable sections of the New York State Building Code and the New Rochelle Zoning Ordinance will be shown on the working drawings. This includes, but is not limited to, asphalt surfacing, screening and bumpers. No building permits shall be issued until all required erosion control systems are in place and site has been graded, as necessary, to not cause drainage impacts on surrounding properties.

Date _____ Building Official _____

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The Planning Board of the City of New Rochelle, New York, on _____ approved this site plan (PB No. _____ and Resolution No. _____) subject to the following conditions, which shall be satisfied prior to issuance of a building permit, unless specified differently in the approval resolution.

(List conditions of approval here OR elsewhere on this sheet)

Board Member or Clerk _____ Commissioner of Development _____ Developer or Authorized Agent *Jonathan Villani*

Date _____ Date _____ Date *7/16/12*

****

LEGEND:
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- INDICATES NEW POURED FOUNDATION WALL
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- F.L.R. & CEILING JOIST @ 16" O.C. TYP. UON.

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P 914-575-1071/
F 914-698-8118
homchekr@aol.com
jmvarch@gmail.com

PROJECT:
REFUGIO DE ESPERANZA CHURCH
475 NORTH AVENUE
NEW ROCHELLE, NEW YORK, 10801
ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/9/12
2.	REVISED	5/15/12
3.	REVISED	6/18/12
4.	REVISED	7/16/12
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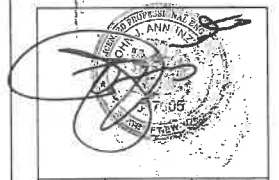
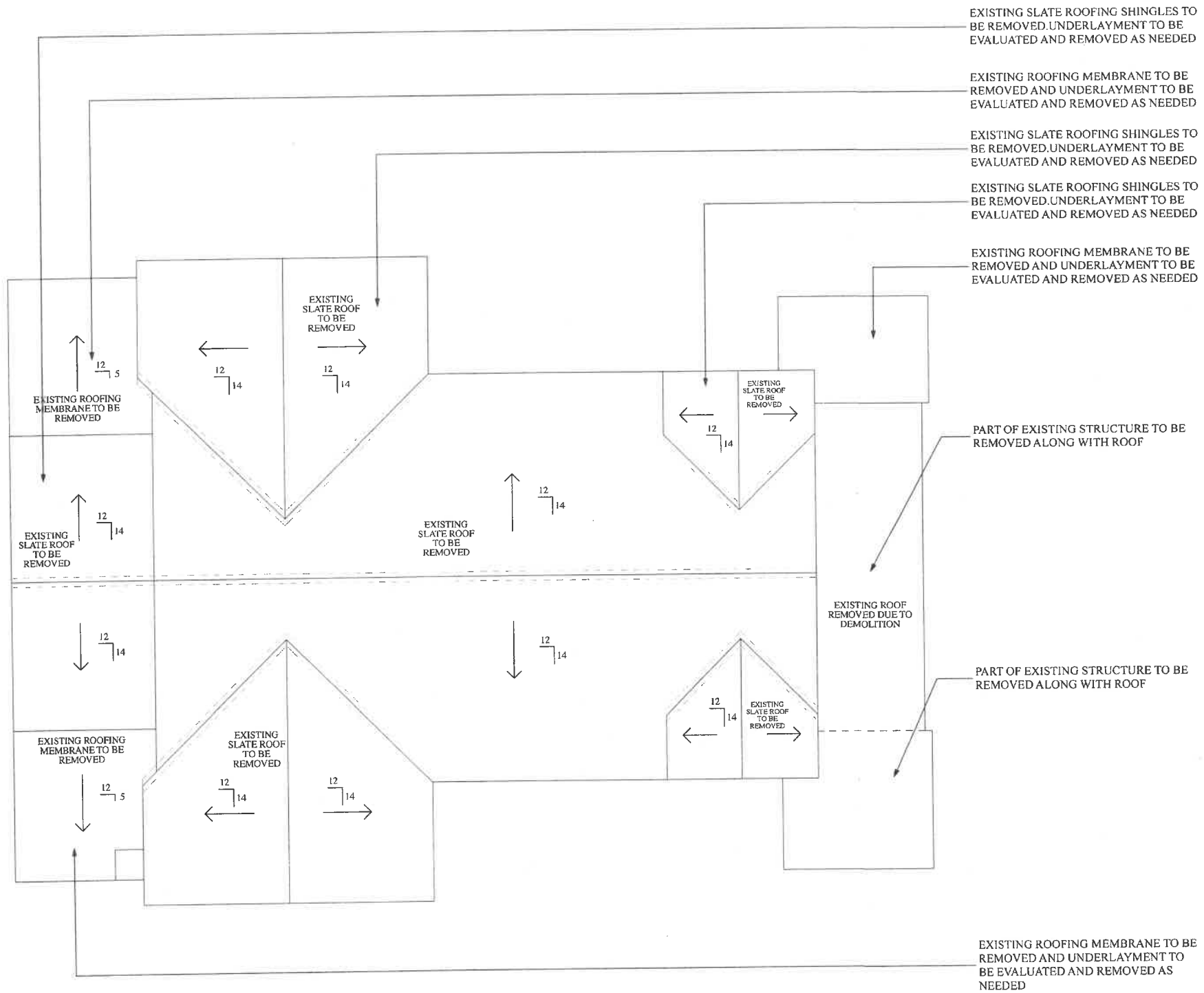


SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO.:
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
MAIN LEVEL DEMOLITION PLAN

DRAWING NO:
A009.00



A
A-010

ROOF DEMOLITION PLAN

SCALE: 1/8" = 1' - 0"

P.O. LOT 2, BLOCK C, MAP No. 1729

DEMOLITION NOTES

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CLEANING:

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WARRANTIES:

1. WARRANTY THAT THE WORK SHALL BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP WITHIN A PERIOD OF ONE YEAR AFTER THE DATE OF OWNER'S ACCEPTANCE OR WITHIN SUCH PERIOD OF TIME AS MAY BE PRESCRIBED BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS.
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3. THE CONTRACTOR WILL BE RESPONSIBLE THAT ALL WORK IS DONE IN STRICT ACCORDANCE WITH LOCAL BUILDING CODES.

APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

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Date _____ City Engineer _____

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Date _____ Building Official _____

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The Planning Board of the City of New Rochelle, New York, on _____ approved this site plan (PB No._____ and Resolution No. _____) subject to the following conditions, which shall be satisfied prior to issuance of a building permit, unless specified differently in the approval resolution:

_____
(List conditions of approval here OR elsewhere on this sheet)
_____
_____

Board Member or Clerk _____ Commissioner of Development _____ Developer or Authorized Agent *Jonathan Villani*

Date _____ Date _____ Date *7/16/12*

****

Annunziata & Villani
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homchekr@aol.com
jmvarch@gmail.com

PROJECT:
REFUGIO DE ESPERANZA
CHURCH
475 NORTH AVENUE
NEW ROCHELLE, NEW YORK, 10801
ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/8/12
2.	REVISED	5/1/12
3.	REVISED	6/16/12
4.	REVISED	7/16/12
5.		
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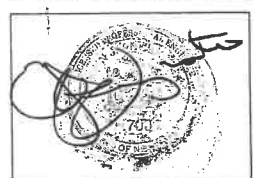
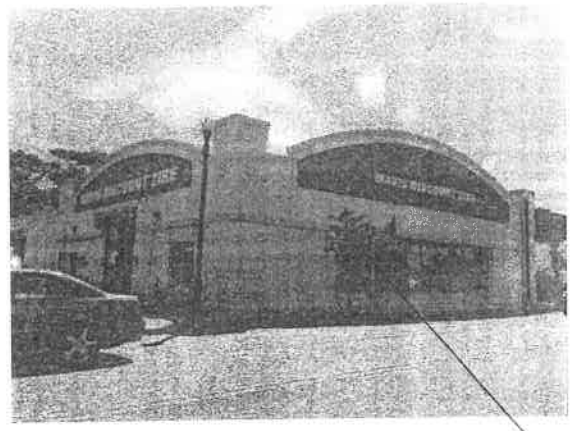
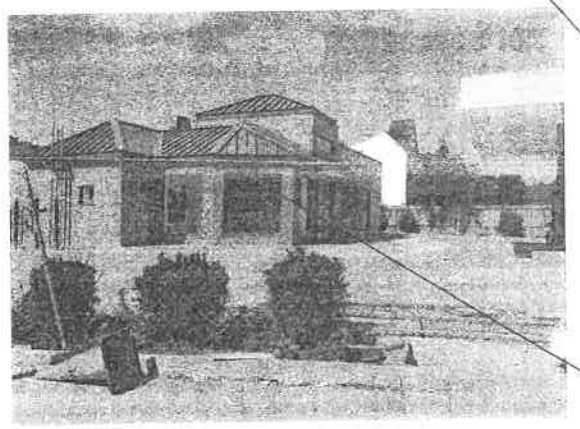


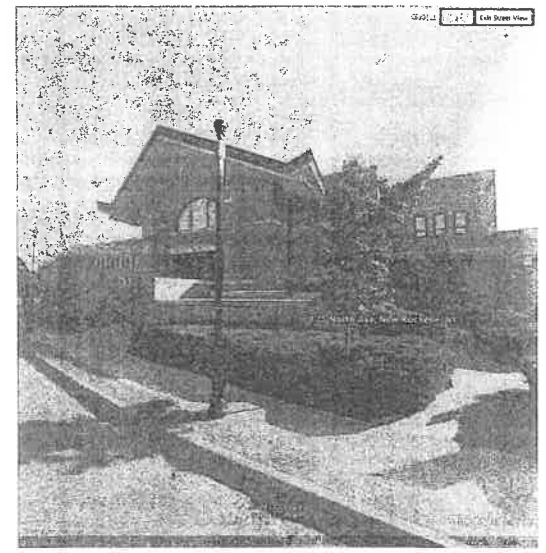
SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO.:
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
MAIN LEVEL
DEMOLITION PLAN

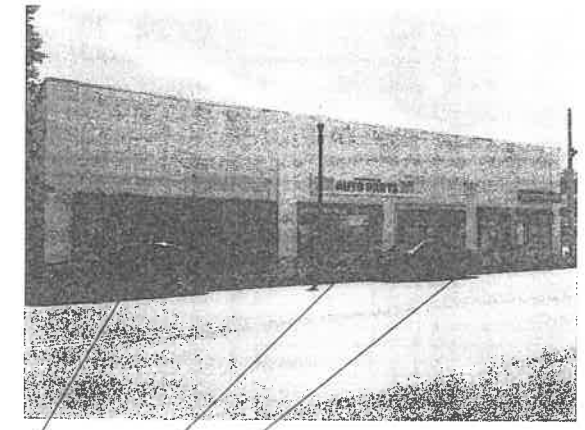
DRAWING NO:
A010.00

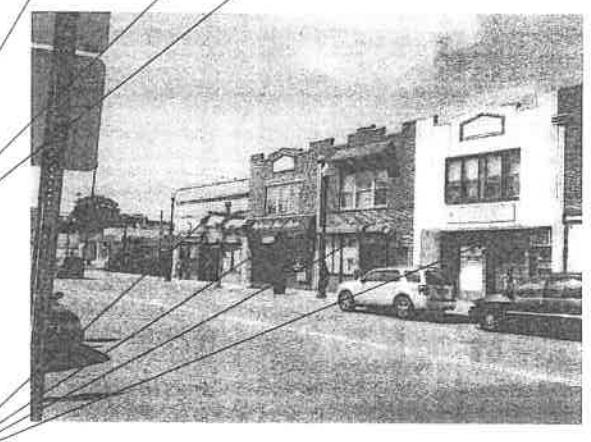


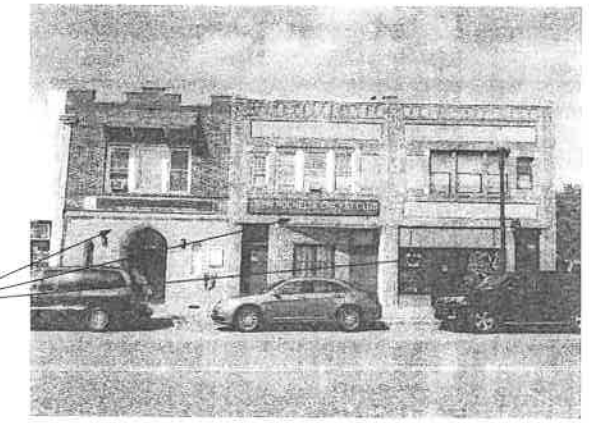




COURTHOUSE
475 NORTH AVENUE







457 NORTH AVENUE

452 NORTH AVENUE

486 AND 488
NORTH AVENUE

465 NORTH AVENUE

462, 464, 466 AND 468
NORTH AVENUE

470, 472 AND 474
NORTH AVENUE

APPROVED BLOCK WORDING FOR SITE PLAN
(The following text shall appear on the site plan.)

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Date _____ Building Official _____

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(List conditions of approval here OR elsewhere on this sheet)

Board Member or Clerk _____ Commissioner of Development _____ Jonathan Villani
Developer or Authorized Agent

Date _____ Date _____ Date 7/16/12

PHOTOS OF SURROUNDING NEIGHBORS

A / A-017

SCALE: NTS

Annunziata & Villani
Design Consultants Inc.
24 Chesley Road
White Plains, N.Y., 10605
P 914-575-1071/
F 914-698-8118
homchekr@aol.com
jmvarch@gmail.com

PROJECT:
REFUGIO DE ESPERANZA
CHURCH
475 NORTH AVENUE
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ALTERATIONS, ADDITIONS AND RESTORATION

NO.	ISSUE	DATE
1.	ISSUED FOR PLANNING	4/8/12
2.	REVISED	5/5/12
3.	REVISED	6/18/12
4.	REVISED	7/16/12
5.		
6.		
7.		
8.		
9.		
10.		
11.		

SCALE: AS NOTED	DATE: 7/16/12	PROJECT NO:
DRAWN BY: JV	CHECKED BY:	APPROVED BY:

DRAWING TITLE:
PHOTOS OF SURROUNDING NEIGHBORS

DRAWING NO:
A017.00

Executive Summary

This Building Condition Survey is based upon observations made during walk-through surveys conducted by the project team lead by CSArch. Other resources used include original documents for the Ditrict's facilities, discussions with the facilities staff, and review of previous reports and drawings.

The intent of this Building Condition Survey is to identify the current condition of the New Rochelle City Hall building facilities, and to serve as a tool for the District to actively manage its capital needs.

This report is prepared in conformity with Part 155.1 and 155.3 of the Regulations of the Commissioner of Education of the State of New York.

The recommendations contained in this report conform where applicable to the following current codes and standards:

- New York State Uniform Fire Prevention and Building Code, 19 NYCRR
- New York State Energy Conservation Construction Code (NYSECCC) Jan 1991
- New York State Education Department Manual of Planning Standards
- Americans with Disabilities Act (ADA)
- American National Standards Institute (ANSI)
- National Fire Protection Association Guidelines
- FEMA 428 / BIPS 07: Primer to Design Safe School Projects, January 2012
- Occupational Safety & Health Administration (OSHA)

Building Condition Survey Authors

This survey was prepared by District personnel and consultants retained by the District.

City School District of the City of New Rochelle

Dr. Brian G. Osborne, Superintendent of Schools
Carl Thurnau, Director of Facilities
Jeffrey White, Assistant Superintendent

Consultants

CSArch Architecture | Engineering | Construction Management
19 Front Street, Newburgh, NY 12550

DISTRICT FACILITIES

515 North Avenue – City Hall Building

- Water penetration at foundation of old Police Barracks
- Plaster damage and potential abatement at Exterior Walls
- Replacement of aluminum exterior doors
- Replacement of aluminum exterior windows
- Plaster damage and potential abatement at Interior Walls
- Replacement of non-fire rated egress components
- Refurbish Elevator cab & controls
- Abatement of VAT floor tile throughout building
- Roofing replacements
- Abatement of Police Station firing range
- On-going repairs to old / original piping
- Replacement of ACT ceiling systems
- Replacement of Interior doors / frames
- Upgrade of incoming service switchboard & various panels
- Lighting fixture replacements
- Reconfiguration of communication system for current / proposed usage
- Plumbing fixture replacements
- Toilet Room renovations
- Patch & repair pipe insulation
- Building-wide duct cleaning
- Review of existing sprinkler / standpipe system
- Replacement of Emergency / Exit lighting system
- Upgrade to Building signage (interior & exterior)
- Upgrades to ADA Accessibility in Auditorium

City School District of the City of New Rochelle

Building Condition Survey Summary - November 2017

CSArch
Architecture | Engineering | Construction Management

- Only building systems or components that have been rated as Unsatisfactory (U), Non-Functioning (NF) or Critical Failure (CF) *or* have a useful life of five or less years are listed below and include a repair or replacement cost.
- Any health, safety and / or structural system that is rated "Unsatisfactory" results in an overall building rating of "Unsatisfactory".
- Any health, safety and / or structural system that is rated "Non-functioning" or "Critical failure" results in an overall building rating of "Poor".

Building Name	BCS Item	Item Title	Useful Life (Years)	Item Rating	Scope of Work	Health and Safety	Health and Safety Costs	Other Item Costs
City Hall								
	59	Foundation	10+	S	Signs of water penetration located in the jail cells / police barracks	Y	$80,000	
	61	Exterior Walls	20+	S	2nd Floor Storage, Print Room, Purchasing areas have major plaster damage at exterior walls. Exterior lintels are heavily rusted.	Y	$125,000	
		Exterior Walls			Masonry Cleaning, Lintel repairs (scrape & paint)	N		$182,000
	64	Exterior Doors	5	U	Replace original aluminum exterior doors	N		$240,000
	67	Windows	5	S	Annodized Aluminum windows from 1961 renovation at the Fire Dept., 2nd & 3rd Floor levels are nearing useful life. Spandrel panels contain 1/4" asbestos panels. 1st floor windows have been replaced recently	N		$1,449,000
	68	Roof and Skylights	5+	S	Replace existing roof systems	Y	$1,905,000	
	69	Interior Bearing Walls and Fire Walls	20+	S	Plaster damage throughout, concentrated around windows. Cracking and crack repair throuhgout building. Large vertical cracking at stair fire walls	Y	$25,000	
	70	Other Interior Walls	0	S	2nd Floor Board Room wooden storefront framing to be replaced with fire-resistive materials	N		$101,475
	71	Carpet	5	S	Broadloom carpeting in office areas. Many areas covering up VAT floor tile	N		$201,000
	72	Resilient Tiles	5	S	Large amount of VAT floor tile. Areas where VCT is present, most likely covering up VAT.	N		$1,550,000
	74	Wood	2	S	Abate & replace wood flooring located on the 2nd floor storage areas.	N		$516,725
	75	Ceilings	5	S	Replace ACT & concealed spline ceilings from 1961 renovation.	Y	$476,796	

Building Name	BCS Item	Item Title	Useful Life (Years)	Item Rating	Scope of Work	Health and Safety	Health and Safety Costs	Other Item Costs
	77	Interior Doors	5	S	Replace interior doors containing wire glass, non-ada hardware, wood transom panels.	N		$1,352,000
	78	Interior Stairs	10+	S	Interior stair handrails loose at wall connections	N		$30,000
	79	Elevators	5	S	Refurbish elevator cab & controls	N		$300,000
	80	Interior Electrical Distribution	5	S	Incoming service switchboard and many panels throughout building are from 1961 and should be considered for replacement.	Y	$400,000	
	81	Lighting Fixtures	5	S	Replace existing T8 flourescent fixtures. Replace manual lighting controls & occupancy sensors, including light switches.	N		$973,696
	82	Communication System	10	S	Communication system appears to be in good condition, but configured based on current usage and should be evaluated in more detail based on future usage.	Y	$304,280	
	84	Water Distribution		S	Backflow preventors and pressure relief valves at building water service entrance should be tested to confirm operation in compliance with Dept. of Health.	Y	$50,000	
	87	Plumbing Fixtures			Replace original fixtures dating back to 1961 with more efficient fixtures.	N		$25,000
	90	Heating Fuel / Energy Systems			Recommend getting confirmation of abandoned oil fuel tank properly abandoned??	Y		
	93	Piped Heating & Cooling Distribution			Patch / Repair Pipe Insulation	Y	$10,000	
	94	Ducted Heating and Cooling Distribution	10	S	Recommend building wide duct cleaning.	Y	$50,000	
	95	HVAC control system	10	S	Pneumatic controls appear to have been completely replaced, although there is some existing infrastructure to be removed	Y	$5,000	
	98	Fire Suppression System		S	Recommend reviewing condition of sprinkler/standpipe system	Y	$25,000	
	99	Emergency/Exit Lighting System		S	Exit lighting is original to the 1961 renovation and should be considered for replacement.	Y	$182,568	
	103	Additional Information on Accessibility			Provide building wide signage, auditorium accessibility, and assistive listening devices.	Y	$115,000	

Building Name	BCS Item	Item Title	Useful Life (Years)	Item Rating	Scope of Work	Health and Safety	Health and Safety Costs	Other Item Costs
					Replace & upgrade Toilet Rooms to ADA	N		$460,600
Building Sub Totals							$3,753,644	$7,381,496
Building Total							$11,135,140	

1961 Lease for 99 yrs to 2060

THIS AGREEMENT

made the 1 day of June ~~May~~ 1961, by and between the CITY OF NEW ROCHELLE, a domestic corporation with its principal offices at City Hall, Main Street, New Rochelle, New York, hereinafter known as the "lessor" and BOARD OF EDUCATION, City School District of the City of New Rochelle, hereinafter known as the "lessee".

W I T N E S S E T H :

The lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the lessee to be paid and performed hereby demises and lets to the lessee all those lots or parcels of land with the building and improvements thereon erected and situated in the City of New Rochelle, County of Westchester and State of New York, and more particularly described as follows:

That portion of the building designated for the occupancy of the lessee for use as offices of the Board of Education and administration building occupancy as shown upon the plans prepared by Lyon, Knappe & Johndon inspected and approved by the parties hereto and that portion of the grounds surrounding the said building designated for such use and occupancy of the said building as more particularly bounded and described in a certain deed of conveyance made between the lessee as grantor and the lessor as grantee of even date and executed simultaneously herewith.

It is understood and agreed that the space within the building above described and the space of the grounds as described herein to be occupied by the lessee shall be used and occupied by lessee for its Board of Education offices and administration offices and other educational uses and for no other purpose or purposes. It is further understood that the said building and grounds are to be occupied by the

lessor as a City Hall and uses accessory thereto and by the lessee as herein described.

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto unto the lessee for and during the full term of ninety-nine (99) years commencing on the date of this agreement and expiring ninety-nine (99) years from such date, it being understood that the said building and grounds are being reconstructed for the uses and purposes herein set forth with the cost thereof being shared between lessor and lessee in proportion to the space to be occupied by each party.

It is agreed that the lessee shall have the option of renewing the within lease upon the same terms and conditions at the expiration of the term demised herein for additional periods of ninety-nine (99) years by giving notice in writing served either personally or by registered mail upon the lessor no less than ninety (90) days prior to the expiration of the term herein demised or any renewal term.

The rental shall be the sum of One Dollar ($1.00) per year payable for the first year upon the execution of the within agreement and payable thereafter in annual installments, together with a sum of money equal to 24 per cent (24%) of the cost of the maintenance, painting, operation and repair of the building and grounds. Such sum shall be payable annually by the lessee to the lessor on the anniversary date of the within agreement.

It is understood and agreed that the provisions herein contained for payment of rental of the demised premises shall not include the cost of maintenance and repair of any separate or attached building or structure erected by the lessor for its own sole use.

Maint.

It is further understood and agreed that the phrase "operation, maintenance and repair" shall be defined as all costs connected with the operation of the premises, including but not being limited to water, light, gas, fuel, maintenance of grounds, maintenance, painting and repair of all portions of the premises including maintenance and repair of all exterior portions of the building and grounds.

It is further understood and agreed that the cost of fire insurance with respect to the entire structure shall be borne by the respective parties herein in proportion to the space allocated to and used by them. Fire insurance covering contents of the space occupied by each of the respective parties shall be the responsibility of the respective parties individually and so paid for by them. Liability insurance generally covering grounds and buildings shall be individually maintained by the respective parties. The cost of liability insurance coverage within the space individually occupied by the respective parties shall be the responsibility of the respective parties and paid for by them individually.

The cost of custodial services, Workmen's Compensation and employers liability insurance shall be borne by the respective parties as coverage for such employees employed by them individually.

The lessee agrees to comply with all laws, rules, regulations or ordinances applicable to and pertaining to its use and occupancy of the premises hereby demised.

In the event of partial loss or destruction by fire or other cause the parties hereto agree that the cost of repair or replacement shall be borne by the parties in proportion to the space allocated to and used by the parties.

In the event of total loss or destruction by fire or other cause, the within lease shall be cancelled, become void and of no further force and effect unless the parties hereto shall mutually agree to rebuild and restore the said premises, and in such event the cost of reconstruction or replacement shall be borne by the parties hereto in proportion to the space mutually agreed to be allocated to and used by the respective parties herein.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

CITY OF NEW ROCHELLE,

By Betty A. Meagher
City Manager

BOARD OF EDUCATION, CITY SCHOOL DISTRICT OF NEW ROCHELLE,

By Myrtle S. Bukeyser
President

Authorized by the Council of the City of New Rochelle by Resolutions Nos. 150 of July 27, 1960 and 146 of May 19, 1961; authorized by the Board of Education, City School District, City of New Rochelle, by Resolutions Nos. 61-69 and 61-69A of August 3, 1960.

APPROVED

Dated 6/11/61

Murray C. Fuerst
Corporation Counsel

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:
CITY OF NEW ROCHELLE)

On this 28 day of June, 1961, before me personally came BETTY A. MEAGHER to me known, who being by me duly sworn, did depose and say that she resides in the City of New Rochelle, New York; that she is the CITY MANAGER of THE CITY OF NEW ROCHELLE, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Common Council of said corporation and she signed her name thereto by like order.

Rosemary D. Phillips
Notary Public, Westchester County
Qual. in Westch Co
Com. expires 3/30/63

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:
CITY OF NEW ROCHELLE)

On this 1 day of June, 1961 before me personally came MERRYLE S. RUKEYSER, to me known, who being by me duly sworn did depose and say that he resides at 150 West Pinebrook Drive, New Rochelle, New York; that he is the President of the BOARD OF EDUCATION, CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by resolution of the Board of Education and that he signed his name thereto by like order.

Notary Public, Westchester County

MURRAY C. FUERST
Notary Public in the State of New York
Appointed for Westchester County
Commission Expires March 30, 1962

Rear Parking Lot 1974 Amendment

99 yrs term 6/1/61 6/1/2160

Amendment to agreement made June 1, 1961, by and between the City of New Rochelle and the Board of Education City School District of the City of New Rochelle hereinafter referred to as "LESSOR" and "LESSEE" respectively.

WHEREAS, the LESSOR has contracted to purchase property known as 2 Manor Place described on the official tax assessment map of the City of New Rochelle as Section 3, Block 822, Lot 43 for the sum of $40,000.00 for municipal parking purposes, and

WHEREAS, the LESSOR has undertaken to construct a municipal parking lot on said premises accessory to City Hall and School District Administration Offices and the LESSEE has agreed to share the cost of acquisition of 2 Manor Place, demolition of existing improvements thereon and construction of the said municipal parking lot to the extent of $20,000.00, and

WHEREAS, LESSOR and LESSEE desire to amend the agreement of lease dated June 1, 1961, made between them relative to the said property to be acquired by the LESSOR,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. The agreement of lease dated June 1, 1961, made between LESSOR and LESSEE is hereby amended as follows:

A. On the closing of title by the LESSOR for the premises known as 2 Manor Place, the LESSEE shall pay to the LESSOR the sum of $20,000.00 in accordance with the undertaking by LESSEE dated May 31, 1974, a copy of which is herewith annexed and marked Attachment "A".

B. The premises known as 2 Manor Place, upon its acquisition by the LESSOR and its improvement for municipal parking purposes, shall be included within the terms, covenants and conditions of the agreement made June 1, 1961, by and between the LESSOR and LESSEE and the LESSEE shall pay, in addition to the rent reserved under the agreement dated June 1, 1961, the additional sum of 24% of the cost of the maintenance, operation and repair of the municipal parking lot to be constructed at 2 Manor Place and the LESSEE shall have the use of said parking lot upon the same terms, covenants and conditions as are contained in the agreement dated June 1, 1961.

C. The LESSOR shall neither abandon nor discontinue the said parking lot use at 2 Manor Place without the prior approval of the LESSEE. If approval to abandonment or discontinuance is granted by the LESSEE the LESSOR shall, upon such abandonment or discontinuance, reimburse the LESSEE for its actual cost incurred in the acquisition, development and construction of the parking lot, not to exceed the sum of $20,000.00.

D. The LESSOR shall not sell the said parking lot without the prior approval of the LESSEE. If such approval is granted, the LESSOR shall reimburse the LESSEE, out of the consideration received upon such sale, to the extent of 21.4% of the sales price.

2. Except as specifically set forth in Paragraph I above, all of the terms, covenants and conditions of the agreement dated June 1, 1961, made between the LESSOR and LESSEE shall remain unchanged and in full force and effect.

CITY OF NEW ROCHELLE

By _____
City Manager

BOARD OF EDUCATION CITY SCHOOL DISTRICT

By _____
President

Authorized by the City Council by Resolution No.179 of June 4, 1974.

Authorized by the City School District of New Rochelle by Resolution No.75-29 of July 2, 1974.

APPROVED

Dated 7/10/74

_____
Corporation Counsel

No. 427, Docket 27055
United States Court of Appeals, Second Circuit

Taylor v. Bd. of Ed., New Rochelle

294 F.2d 36 (2d Cir. 1961)
Decided Aug 2, 1961

No. 427, Docket 27055.

Argued July 18, 1961.

37 Decided August 2, 1961. *37

Constance Baker Motley, New York City (Thurgood Marshall and Paul Zuber, New York City, on the brief), for plaintiffs-appellees.

Julius Weiss, of Weiss Bronston, New York City (Murray C. Fuerst, New Rochelle, N.Y., on the brief), for defendants-appellants.

Jack M. Perlman, New York City, for Seth M. Glickenhaus, Nolan M. Fallahay, and Marylyn W. Pierce, applicants for intervention.

Burke Marshall, Asst. Atty. Gen., Harold H. Greene and Isabel L. Blair, Attys., Dept. of Justice, Washington, D.C., and Robert M. Morgenthau, U.S. Atty., S.D.N.Y., New York City, for United States as amicus curiae, for affirmance.

Edwin J. Lukas, Leo Pfeffer, Arnold Forster, Simon Rosenzweig, New York City, and Arthur L. Pulley, New Rochelle, N.Y. (Theodore Leskes, Sol Rabkin, and Joseph B. Robison, New York City, of counsel), for American Jewish Committee, American Jewish Congress, Anti-Defamation League of B'nai B'rith, Catholic Interracial Counsel of New Rochelle, and Urban League of Westchester County, amici curiae, for affirmance.

Bernard T. McGivern, Albany, N.Y., for New York State School Boards Assn., as amicus curiae, for reversal.

Before CLARK, MOORE, and SMITH, Circuit Judges.

CLARK, Circuit Judge.

This is a class action brought by eleven Negro children through their parents, on behalf of all Negro children situated in the Lincoln Elementary School District in New Rochelle, New York. Plaintiffs seek principally a permanent injunction enjoining the defendants, the Board of Education and the Superintendent of Schools of the New Rochelle City School District, from requiring them to be registered in a racially segregated public elementary school and requiring the defendants to register them in a public elementary school that is racially integrated. After an extensive trial the District Court, per Kaufman, J., on January 24, 1961, wrote a detailed opinion, reported in D.C.S.D.N.Y., 191 F. Supp. 181,
38 making *38 findings of fact and conclusions of law supporting the plaintiffs' case and directing the defendant Board to present to the court on or before April 14, 1961, a plan for desegregation to begin no later than the start of the 1961-62 school year. Reference is made to this opinion for a detailed statement of the facts here relevant.

The defendants took an appeal, which this court, by divided vote, dismissed as premature. Taylor v. Board of Education, etc., 2 Cir., 288 F.2d 600. Thereafter proceedings were had below resulting in an opinion and decree of May 31, 1961, D.C.S.D.N.Y., 195 F. Supp. 231, which directed the defendants to allow students in the Lincoln Elementary School (the school here in issue) to transfer to other elementary schools within New Rochelle. To comply with the court's directive the defendants had submitted with reluctance a plan

for such transfers under conditions which the court found unduly burdensome. So the court in accepting the plan rejected all conditions — other than those of detail as to the time and manner of application — except two, viz., that parents must provide any necessary transportation at their own expense and that there must be available school space for the transferees. It is from this decree — further details of which are noted hereinafter — that the present appeal is taken.

A major finding of the court below was that the defendant School Board had deliberately created and maintained Lincoln School as a racially segregated school. This crucial finding is, we conclude, supported by the record. Thus, around 1930, an area of several blocks, occupied by whites, was carved out of the Lincoln District and added to the Daniel Webster District, even though this area was adjacent to the Lincoln School and was a relatively long distance from the Webster School. When Negroes later moved into this area it was restored to the Lincoln District. In addition, children from the predominantly white Rochelle Park within the Lincoln District were removed from that district and assigned to the Mayflower School. It also appears that until 1949 the Board allowed white children within the Lincoln District to transfer to other schools, with the result that Lincoln School in 1949 was 100 per cent Negro. The defendants sharply attack the testimonial evidence received on this issue; but the basic facts just recited, which appear incontrovertible, support the finding and leave as the vital problem the later conduct of the Board and its present responsibility for the conditions stimulated prior to 1949.

On January 11, 1949, the Board adopted a policy of refusing further transfers and of admitting new students only to the school of the district in which they reside. This policy of attendance at the school of the district of residence, the "neighborhood school policy" or NSP, had been in existence for some time, but with the amelioration provided by the system of permissive transfers; henceforth it was to be applied with complete rigor. While it did mean that a small number of white children were retained in the district, yet it served to fix the Lincoln School as a segregated one, so that it is now 94 per cent Negro. At the same time that the Board settled its policy in 1949, it promised a study of district lines with a view to setting up school districts in terms of the best interests of all the children and of the most complete utilization of the present physical plant; and thereafter it caused several surveys to be made by its own school personnel or others. One of the most complete was that made by a professorial team from Teachers College, Columbia, and the School of Education of New York University, resulting in December 1957 in the Dodson Report, so called from its Director, Professor Dan W. Dodson, a specialist in the field who testified for the plaintiffs below. This report, whose official title was "Racial Imbalance in Public Education in New Rochelle, New York," was a most comprehensive statement of the problem and an admonition to the Board to make a broadly based attack upon the evil of segregation, with specific recommendations more extensive and drastic than those in the decree under *39 appeal. See D.C.S.D.N.Y., 191 F. Supp. 181, 188-190.

Major recommendations of the Dodson Report included proposals for the rebuilding of a larger Lincoln School on the same site, with the discontinuance of nearby Washington School, together with extensive redistricting and a more flexible use of NSP in the future. But the Board took no action other than to propose rebuilding the Lincoln School on its present site, which in the light of the Board's policy of refusal to allow children to transfer to schools in other districts would mean a freezing in of segregation at Lincoln. The proposal, once defeated, was, however, eventually carried by referendum vote of the New Rochelle voters in May 1960; and the imminence of plans for the rebuilding of Lincoln precipitated this class action instituted in October and brought to trial in November 1960.

It must be acknowledged that the problems facing the Board, while not peculiar to this community, are serious and difficult. They arise when people of a single racial group tend to settle in a particular neighborhood such as the Lincoln District here, and the trend is accelerated by housing developments and real estate transactions increasing the group numbers. Even so, the action of public bodies, of which school boards are most potent because of the importance of public education in American life, must be in accordance with the constitutional standards as expounded by the Supreme Court.[1] The facts recited above showing the Board's acceleration of segregation at Lincoln up to 1949 and its actions since then amounting only to a perpetuation and a freezing in of this condition negate the argument that the present situation in Lincoln School is only the "chance" or "inevitable" result of applying a neighborhood school policy to a community where residential patterns show a racial imbalance. Rather they make it appear that the Board considered Lincoln as the "Negro" school and that district lines were drawn and retained so as to perpetuate this condition. In short, race was made the basis for school districting, with the purpose and effect of producing a substantially segregated school. This conduct clearly violates the Fourteenth Amendment and the Supreme Court decision in Brown v. Board of Education of Topeka, 347 U.S. 483, 74 S.Ct. 686, 98 L.Ed. 873, 38 A.L.R.2d 1180. See Clemons v. Board of Education of Hillsboro, Ohio, 6 Cir., 228 F.2d 853, certiorari denied Board of Education of Hillsboro, Ohio v. Clemons, 350 U.S. 1006, 76 S.Ct. 651, 100 L.Ed. 868; Holland v. Board of Public Instruction of Palm Beach County, Fla., 5 Cir., 258 F.2d 730.

[1] The Board makes much of a decision in its favor in an adversary proceeding brought by these plaintiffs before the State Commissioner of Education. But from the terms of the decision we are forced to conclude that that official did not feel himself subject to the constitutional constraint to the same extent as we do.

So the present 94 per cent Negro enrollment at the Lincoln School goes beyond mere "racial imbalance," and approximates closely the harmful conditions condemned in the Brown case. Since these conditions were the result of the deliberate conduct of the Board, the plaintiffs and those similarly situated are entitled to some form of relief.[2]

[2] Under the circumstances we need not examine the interesting issue how far a public body may save itself from constitutional constraint by mere inaction.

The plan which the court eventually adopted is one noteworthy for its moderation. It is not one supported by the Dodson Report, but it appears to have been followed with at least fair success in other cities such as Baltimore. It can be put into operation with little administrative difficulty or public expense, as the Board showed in the submission of its own plan, which is the actual basis of the decree finally entered. Under this decree, students who would normally enroll at Lincoln School may apply for transfer to other elementary schools in *40 New Rochelle. They may list at least four choices in order of preference, and are entitled to transfer to the same grade as they would attend at Lincoln, without any necessity of emotional or academic testing or approval. The parents of the students who elect to transfer are obligated to furnish transportation at their own expense; and the right to transfer is subject to the existence of room in the other schools, within the limits of the Board's present policy of maximum class size. We think this plan an eminently fair means of grappling with the situation, in accord with the principles stated in the Brown case. Doubtless it will not solve all problems, but it does call for a sincere attempt at recognition of the principle of desegregation in this community. The court's retention of

jurisdiction to assure full compliance with the decree gives it also power to make or consider modifications as the need therefor may appear.

The decree must therefore be affirmed. On remand the district court, in view of the delay, will undoubtedly wish to set a later date for applications for transfer for the current school year. We see no occasion to grant a stay of the decree; the Board is called upon for no new public expenditures and will suffer no loss, while the school children will be prejudiced by what will soon be necessarily a year's delay at this crucial period in their education.[3]

[3] The petition to intervene presented by Seth M. Glickenhaus et al., the three minority and dissenting members of the nine-member Board, is denied, since the point they wish to make, that the appeal here was not authorized by official Board action, appears not to be well taken. Of course their general stand in favor of more affirmative action against school segregation accords with the decision here and in the court below.

Decree affirmed.

MOORE, Circuit Judge (dissenting).

I cannot agree with the opinion of the trial court or that of my colleagues. The defendants have lost and, absent some further review, they and the school children of New Rochelle must conform to the views of a Federal court. However, beneath a banner emblazoned with the words "constitutional rights" and "segregation", is a decision which in its far-reaching implications, in my opinion, may seriously affect the school systems of this country. Our future is closely linked to our educational program. But more closely connected with our heritage are such concepts as individual freedom, democratic elective processes, States' rights and equal protection of our laws for all. Too easy is it to march behind a banner bearing such slogans. History records that the populace, singing and cheering, once marched behind a certain gigantic horse of wood. It seemed harmless enough at the time. History has a way of repeating itself. Would that my Cassandra-like pessimism may prove to be ill-founded. It is doubtful in any event that her warnings ever saved any one or any nation. I do not claim to have the answer to the problem of racial imbalance throughout the world or even the school problem in New Rochelle. I merely would venture the thought that there may be many different answers and solutions, possibly many unsolvable cases and that these problems should be left to the judgment and discretion of the communities involved, provided, of course, that such judgment be exercised without discrimination in civil rights because of race, color, creed or religion.

Eleven Negro children by their parents in late 1960 filed their complaint (on their own behalf and on behalf of all other Negro children similarly situated) against The Board of Education of The City School District of the City of New Rochelle (the Board) and Herbert C. Clish, as Superintendent of Schools of The City School District of the City of New Rochelle (the Superintendent) as defendants. They allege that the proceeding is "for a permanent injunction enjoining the Defendants from requiring the Plaintiffs to be registered in a racially segregated public elementary school" *41 and affirmatively "requiring them to register the said Plaintiffs in a public elementary school that is racially integrated." The relief sought is that the Court enter a decree:

A. Declaring the application and continuation of the "neighborhood school" policy in New Rochelle to be illegal and unconstitutional and a violation of the due process and equal protection clauses of the Fourteenth Amendment;[1]

[1] United States Constitution, Fourteenth Amendment, Section 1.

B. Enjoining defendants from requiring plaintiffs and others of their class to attend a racially segregated public elementary school;

C. Requiring defendants to register plaintiffs and others in a racially integrated school; and

D. Enjoining defendants from constructing a school in a location that will render it racially segregated "if the Defendants continue to operate the public schools in the City of New Rochelle on a `neighborhood school' policy."

Despite a modern tendency to regard pleadings as old-fashioned — and hence of little value — only by such allegations can the issues be ascertained and defendants advised of the charges against them (parenthetically, also a constitutional right). The complaint is broad in its sociological concepts. It recognizes that "in many cities of New York State, and elsewhere, ghettos exist." Into these ghettos minority racial groups are crowded. As a result thereof, the public schools in such neighborhoods in such cities are segregated, reflecting the segregated pattern of the neighborhood." The conclusion is reached that "so long as the Defendants adhere to this `neighborhood school' policy in the City of New Rochelle, segregated schools will exist there."

Reading some of the more specific charges, the complaint alleges that:

1. there are public elementary schools in New Rochelle "attended only by white children";

2. there is a school "attended only by Negro children";

3. the educational background of the teachers in the allegedly segregated school is inferior;

4. the curriculum in the allegedly segregated school is inferior to the allegedly all-white school;

5. the operation of a "neighborhood school" policy and defendants' refusal to cease such operation violates the rights of plaintiffs and others under the Fourteenth Amendment.

A trial ensued. Over 2,000 pages of testimony were taken, scores of exhibits were introduced. The history of the school problems before the Boards of Education, the city fathers and the people of New Rochelle from 1930 on was put upon the record after a fashion by school board members, past and present, school principals, P.T.A. members, "experts" in the field of education, by reports from the experts which usually, as might be expected, differed radically each from the other, protagonists for one side or the other and the customary amount of hearsay, opinion and speculation always attendant to the task of solving the unsolvable. Conclusions, the "hall mark" of experts' opinions, ranged from "In large measure the problem is not one of race relation, but of differences in socioeconomic status of one segment of the community as compared with the other" to "No presently known techniques can now create complete integration of the Lincoln School district, one of these three, and still retain educational values." Various witnesses gave their views as to what constituted segregated schools in their own minds. The percentages sufficient to so characterize a school varied from 50% to 80%.

The best account of the problems presented to the Board during the last ten years (1950-1960) is found in the testimony of Kenneth B. Low who from 1950 to 1960 served on the Board and was its President from 1958 to 1960. He had had a distinguished career in the field of interracial relations and for seven years had served as Chairman of the *42 Westchester County Council appointed by the State Commission Against Discrimination. In answer to the trial court's suggestion that there might be "some solution by changing the district line," namely, by cutting "into Mayflower and Webster and Washington," he points out that the "Dodson" recommendation would result in a 71% Negro student population. This the court thought would be "a step in the right direction"; Mr. Low was of the belief that it would be "a start in the wrong direction."

"Solutions," he said, which sent "youngsters out of the district because of their race," as discussed before the Board, brought about "discrimination in reverse because you are creating special conditions for people on account of their race and that it could and perhaps should apply equally to other schools which had either a racial imbalance or a religious imbalance or an imbalance of national backgrounds, and the result is that it would establish a precedent for sending children, because of any of these factors, to schools, which was believed to be a violation of basic principle." (One school was over 90% Jewish and one over 90% Italian.) "But [said Mr. Low] I am not going to violate what I consider to be basic constitutional principles, and the mere fact that this [Lincoln] happens to be a badly imbalanced racial school is not due to any act of the Board of Education. It is a residential condition."

The Issues

The relief sought was a permanent injunction. Of necessity an injunction must operate presently and prospectively. It should be granted or denied in the light of existing conditions and not upon practices or regulations no longer in effect.[2] Yet vast amounts of testimony were taken concerning the situation from 1930 to 1949 and from 1949 to 1960.

[2] See e.g. United States v. Prince Ltd., 1917, 242 U.S. 537, 37 S.Ct. 233, 61 L. Ed. 479; Lewis Publishing Co. v. Wyman, 1913, 228 U.S. 610, 33 S.Ct. 599, 57 L. Ed. 989; Dinsmore v. Southern Express Co., 1901, 183 U.S. 115, 22 S.Ct. 45, 46 L.Ed. 111.

Quite apart from the conflict in the opinions of various witnesses, certain salient facts are undisputed.

1. The Board is authorized by Article 51 of the New York Education Law, McKinney's Consol.Laws, c. 16 to administer the School District and constitutes an incorporated municipality (N.Y. Ed.Law, Sec. 2502, subd. 1). The Board "shall have in all respects the superintendence, management and control of the educational affairs of the district, and, therefore, shall have all the powers reasonably necessary to exercise powers granted expressly or by implication * * *" (Sec. 2503).

2. Amongst other powers, the Board is authorized to "determine the school where each pupil shall attend," select sites for school buildings and to exercise its judgment as to the need of any district for a new building (Secs. 2503, subd. 4, par. d, 2512, subds. 2, 4).

3. New Rochelle now has twelve school districts, and long prior to 1930 has had school districts, in each of which is located a public elementary school. As of October, 1960, 6,732 children attended these schools.

4. For many years the Board has followed a neighborhood school policy. The factors which enter into the decision to maintain schools in various residential areas of the city include accessibility to the home (walking distance being important where young children 5 to 11 years of age are involved), traffic and safety problems, and recreational and community facilities afforded to neighborhoods by the school buildings.

5. In drawing any district lines, there must be some contiguity between districts.

6. The present Lincoln School building built in 1898 is antiquated.

7. The decision of the Board to replace it was made after a consideration of the many problems presented, including financial and tax problems after an exercise of judgment and after a referendum to the people on the question. *43

8. New Rochelle does not now have and never has had a school from which Negro children were excluded. Segregation, as the term is popularly used in the various decisions on the subject, has never existed in the school system of the city.

9. During the last 30 years a large number of Negro families have moved into the area in which the Lincoln School is located.

10. In 1949 the Board cancelled a permissive transfer plan because it had a tendency to promote racial imbalance. Since that date all children have had to attend the school within the district of their residence.

The Opinion of January 24, 1961

In its opinion (191 F. Supp. 181, 198) the trial court, in effect, turned the case from a segregated school case into an integration case. This turn was required because there was no proof whatsoever of segregation; there was proof of racial imbalance in various sections of the city. Brown v. Board of Education of Topeka, 1954, 347 U.S. 483, 74 S.Ct. 686, 98 L.Ed. 873; 1955, 349 U.S. 294, 75 S.Ct. 753, 99 L.Ed. 1083, a true segregation case, was used as the principal reason for ordering the Board to present "a plan for desegregation." Since there was no segregation, obviously there could be no desegregation.

The Board appealed. This court held the appeal to be premature and dismissed it, saying, however, that "this dismissal involves no intimation on our part with respect to the propriety or impropriety of the determination of the District Court," but that "the balance of advantage lies in withholding such review until the proceedings in the District Court are completed." This court made it perfectly clear that all rights were protected "if the finding of liability were ultimately to be annulled." (288 F.2d 600, 606.) And so the proceeding continued.

Protesting that "since the school system of New Rochelle is not operated on a `segregated' basis it is impossible to submit a plan which will put an end to segregation" and that the "command to alter the `racial imbalance' is too vague a standard," the "Board perplexed as to what racial mix meets the requirement of the Fourteenth Amendment" under protest and "in response to the Court's order" submitted a plan which is "neither the choice of the Board nor is its adoption recommended." A minority plan was also filed by three members of the Board. Objections were filed by plaintiffs and the trial court thereafter entered its decree of May 31, 1961.

Upon this appeal this court is charged with the duty of reviewing (1) the trial court's decision of January 24, 1961, and (2) its decree of May 31, 1961.

The Decision of January 24, 1961

First must be considered whether plaintiffs have established a case that the schools of New Rochelle are being operated on such a segregated basis in the year 1961 that desegregation is called for under the doctrine of Brown v. Board of Education of Topeka.

Upon the trial plaintiffs failed to establish every factual element necessary to sustain a charge of segregation. There were no "all white" schools. There were no "all Negro" schools. There were no statutes, rules, regulations or policies denying admission of Negro children to schools attended by whites. The trial court focused its attention primarily on certain events from 1930 to 1949 and from 1949 to 1960 as proof of a purposeful scheme on the part of the Board to turn Lincoln into a segregated school.

The trial court's decision that the Board violated the Fourteenth Amendment is based on two conclusions both of which individually or together were considered sufficient to make out unconstitutional discrimination. The first (I) is "that the Board * * *, prior to 1949, intentionally created Lincoln School as a racially segregated school, and has not, since then, acted in good faith to implement desegregation as required by the Fourteenth Amendment." The second (II) is "that the conduct of the Board *44 of Education ever since 1949 has been motivated by the purposeful desire of maintaining the Lincoln School as a racially segregated school."

I

Before turning to the factual basis for the first conclusion, a few general propositions which limit the inquiry to be made when action by a State is challenged as denying equal protection of the laws should be stated. As the Supreme Court held in Lindsley v. Natural Carbonic Gas Co., 1911, 220 U.S. 61, 78-79, 31 S.Ct. 337, 340, 55 L.Ed. 369:

> "1. The equal protection clause of the Fourteenth Amendment does not take from the State the power to classify in the adoption of police laws, but admits of the exercise of a wide scope of discretion in that regard, and avoids what is done only when it is without any reasonable basis, and therefore is purely arbitrary.
>
> "2. A classification having some reasonable basis does not offend against that clause merely because it is not made with mathematical nicety, or because in practice it results in some inequality. 3. When the classification in such a law is called in question, if any state of facts reasonably can be conceived that would sustain it, the existence of that state of facts at the time the law was enacted must be assumed. 4. One who assails the classification in such a law must carry the burden of showing that it does not rest upon any reasonable basis, but is essentially arbitrary."

Accord, e.g., McGowan v. State of Maryland, 1961, 81 S.Ct. 1101, 1153, 1218, 6 L.Ed.2d 393. And it is generally the rule that the courts "cannot undertake a search for motive in testing constitutionality." Daniel v. Family Security Life Ins. Co., 1949, 336 U.S. 220, 224, 69 S.Ct. 550, 552, 93 L.Ed. 632. It is true that motive is not entirely irrelevant in determining whether action by State administrative officials constitutes unconstitutional discrimination. The discrimination, however, must be intentional or purposeful. A "discriminatory purpose is not presumed * * *; there must be a showing of clear and intentional discrimination." Snowden v. Hughes, 1944, 321 U.S. 1, 64 S.Ct. 397, 401, 88 L.Ed. 497.

Judged by these standards, can it be said that the present racial imbalance existing in the Lincoln School was clearly created by purposeful and intentional discrimination by the Board? It is an undisputed fact the Lincoln School was built in 1898 — long before any of the alleged discrimination is claimed to have occurred, and before there was a substantial Negro population living in the Lincoln neighborhood. Thus, the original selection of the site for Lincoln was not, and could not have been, motivated by a desire to create a segregated school. Next, the record discloses that the Board chose to operate, and has for decades operated, the elementary school system pursuant to a neighborhood school policy under which the city is divided into districts determined by considerations of proximity to the school, safety and school size. And there is no dispute that a plan which classifies students solely on the basis of where they live is, on its face, eminently reasonable and constitutional. Thus, there being nothing illegal in the location of the Lincoln School or in the choice of plans used to allocate students among the various schools, the illegality found by the trial court must of necessity have resulted from the application and administration of this concededly valid plan. Looking at the boundary lines of the Lincoln School district, there cannot be found "an uncouth twenty-eight-sided figure" (see Gomillion v. Lightfoot, 1960, 364 U.S. 339, 81 S.Ct. 125, 126, 5 L.Ed. 2d 110) nor two separate zones located in opposite ends of the city (see Clemons v. Board of Education of Hillsboro, Ohio, 6 Cir., 1956, 228 F.2d 853) nor even anything suggesting abnormal or irregular zoning. On the contrary, the Lincoln School lies in the center of a compact district, which, with the exception of a *45 few slight contours, is basically a non-elongated rectangle. Each of the 12 elementary school districts is served by a centrally located school, and in none

of the schools is there an all-white or all-Negro enrollment.[3] Moreover, it is also undisputed that the neighborhood school policy is presently strictly adhered to so that white students living in the Lincoln district are not allowed to attend other public elementary schools and Negro students living outside of this district are not permitted or required to attend Lincoln.

[3] For example, Trinity and Jefferson Schools — located in predominantly white neighborhoods — have 5 per cent and 7 per cent Negro enrollments, respectively; Washington, Mayflower and Webster — all contiguous to the Lincoln district — have over 50 per cent, and approximately 30 and 30 per cent, respectively, Negro enrollment.

The classification used by the Board being reasonable and being administered reasonably and uniformly, further inquiry might well stop at this point because motives of the Board or past boards are irrelevant. Nevertheless, further pursuit reveals nothing in the record supporting the conclusion that the present situation at the Lincoln School is the result of purposeful discrimination by the Board. In so concluding, the trial court relied heavily on its finding that the Lincoln School district was "gerrymandered" in 1930, and that thereafter the lines were changed so as to contain the Negroes as the population expanded. Specifically, it was found that "the boundary lines between Webster and Lincoln were so drawn that, in one section, they were extended to a point directly across the street from Lincoln School"; that this line was moved westward to contain the population expansion of Negroes in the district, and that during the same period, alterations were being made between the Lincoln district and the Mayflower district.

Accepting the fact that the district lines were so moved in this period, this alone does not amount to gerrymandering, unless it be shown that the redistricting was done for the purpose of, and resulted in, the exclusion of white children and the inclusion of Negro children. The proof as to both purpose and effect is fatally defective. No facts were produced to show the racial composition of Lincoln district either before or after the supposed "gerrymandering." In fact, the only testimony relevant to the issue of "gerrymandering" was that of a Mrs. Bertha White, who stated that the redistricting corresponded to Negro population changes. Mrs. White had no first hand knowledge of the situation in 1930; nor did she supply facts and figures as to the racial balance existing at the periods when the lines were changed. Her conclusions were based exclusively on conversations "with children who went to school in 1929 and 1930, who had younger brothers and sisters who went to the school." It is claimed that this hearsay, or perhaps more accurately, double or even triple hearsay, is corroborated by a letter written in 1949 by Kenneth B. Low, former member of the Board. This letter states that "in 1930 the board participated in creating an overbalance of negro pupils in Lincoln School which steadily increased with the development of the neighborhood * *" This statement cannot possibly corroborate Mrs. White's testimony or be relevant to purposeful discrimination in 1930. No one disputes the fact that as an incident of the neighborhood school policy a racially overbalanced school has resulted but to show an unconstitutional discrimination it must at least be proven that this overbalance was created intentionally and purposefully, and as to the existence or nonexistence of this fact, Mr. Low's letter adds nothing.

This point, however, need not be belabored since the evidence demonstrates to an almost mathematical certainty that the present "racial imbalance" in the Lincoln school could not have resulted from this alleged "gerrymandering." Had the boundary lines between Lincoln and Webster not been so drawn in 1930 "that, in *46 one section, they were extended to a point directly across the street from the Lincoln School," but instead had been drawn so that the Lincoln School

was in the center of its district, the racial balance would have been no different today because the present district lines are now drawn as plaintiffs presumably claim they should have been drawn in 1930. Or had the Board not moved the district lines westward as the Negro population expanded in that direction, again it is clear that the Lincoln School today would still be predominantly Negro — in fact, the school being situated as it is in the center of the Negro area of the city, it is highly probable that the racial balance would be even more one-sided than it presently is.

What then caused the present "imbalance" in the Lincoln School? The undisputed facts reveal that since 1930 the Negro population in New Rochelle has increased by more than 50 per cent and that the Lincoln School lies in the center of the predominantly Negro area. Because of this heavy concentration and in view of the limited capacity of the Lincoln School, there is virtually no dispute that it would be impossible to draw district lines which would materially alter the present racial imbalance. The conclusion is thus inescapable that the population movement over the years has completely vitiated the effects of any supposed "gerrymandering" in the 1930's.

Similarly, the Board's pre-1949 transfer policy is completely irrelevant in respect to the situation as it exists in 1961. The discriminatory application of this policy may have resulted in the denial of equal protection of the law to Negro children attending Lincoln prior to 1949 and have contributed to the imbalance as it existed in 1949. However, with the passage of twelve years, this court can take judicial notice that the students affected by this policy have progressed beyond the elementary school level. Thus, with the elimination of the permissive transfer policy in 1949, its effects now have entirely disappeared.

The concept of causation pervaded the law long before the adoption of the Fourteenth Amendment or even the United States Constitution. In order to obtain relief from an injury which allegedly results from unconstitutional State action, it is necessary to show both that the State has acted unconstitutionally and that this action caused the injury of which the plaintiff complains. The plaintiffs' case here is defective on both these requirements.

II

The first basis for the decision below being erroneous, the decision must stand or fall on the trial court's conclusion "that the Board of Education even since 1949 has been motivated by the purposeful desire of maintaining the Lincoln School as a racially segregated school," and that this behavior violated the Fourteenth Amendment.

As the trial court properly noted, "Constitutional rights are determined by realities, not by labels or semantics." Thus, in order to appreciate fully the significance of the decision and to determine exactly what is meant by "purposeful desire of maintaining * * * a * * * segregated school," a close analysis of the opinion is necessary. The opinion states that if the illegal motive is present, "it makes no meaningful difference whether the segregation involved is maintained directly through formal separation, or indirectly, through overrigid adherence to artifically created boundary lines, as in the present case * * * [and] [s]imilarly, it is of no moment whether the segregation is labelled by the defendant as `de jure' or `de facto', as long as the Board, by its conduct, is responsible for its maintenance" (191 F. Supp. 181, 194). In a footnote, "de jure" is defined as "segregation created or maintained by official act, regardless of its form," and "de facto" is defined as segregation resulting from fortuitous residential patterns. (Id., footnote 12.) The minor premise is then supplied by the finding that "the inference is inescapable that the Board's *47 deliberate intransigence and inflexibility for the last eleven years in the face of public pressures and expert advice were motivated by a desire to continue Lincoln School as a racially segregated school, and thus not to alter the racial balance in the city's other elementary schools" (Id., At page 195), and that the Board by

its "arbitrary rejection of all proposals for change has purposefully maintained Lincoln as a segregated school." (Id., At page 197.)

As previously mentioned, the present racial imbalance at Lincoln did not result and could not possibly have resulted from purposeful conduct (of which there was no convincing proof) by the Board. Moreover, in determining the legal import of the opinion, there must be excluded the finding that the boundary lines of the Lincoln district are artificial because a mere glance at the school district map of New Rochelle refutes this view, as does the undisputed expert testimony that, given the size and location of Lincoln, the lines could not be redrawn so as to materially change the present racial imbalance. Finally, the opinion must be viewed in the light of the entrenched rule of law that only "State action of a particular character * * * is prohibited * * * by the fourteenth amendment" (e.g., Civil Rights Cases, 1883, 109 U.S. 3, 11, 3 S.Ct. 18, 27 L.Ed. 835); that the "Amendment erects no shield against merely private conduct, however discriminatory or wrongful" (Shelley v. Kraemer, 1948, 334 U.S. 1, 13, 68 S.Ct. 836, 842, 92 L.Ed. 1161), and that thus if *State action* did not purposefully create the present racial imbalance at Lincoln, the Constitution would not place an affirmative duty on the Board to desegregate. "The equal protection and due process clauses of the fourteenth amendment do not affirmatively command integration * * *" (Borders v. Rippy, 5 Cir., 1957, 247 F.2d 268, 271); "The Constitution in other words, does not require integration. It merely forbids discrimination * * *" (Briggs v. Elliott, D.C.E.D.S.C. 1955, 132 F. Supp. 776, 777).[4]

[4] See also Henry v. Godsell, D.C.E.D.Mich. 1958, 165 F. Supp. 87, 90: "The fact that in a given area a school is populated almost exclusively by the children of a given race is not of itself evidence of discrimination." Accord, Sealy v. Dept. of Public Instruction of Pa., 3 Cir., 1958, 252 F.2d 898, certiorari denied 356 U.S. 975, 78 S.Ct. 1139, 2 L.Ed.2d 1149. The plan that was finally approved in the historic Brown case provides for an all Negro school in an all Negro neighborhood. The three judge District Court there stated: "If it is a fact, as we understand it is, with respect to Buchanan School that the district is inhabited entirely by colored students, no violation of any constitutional right results because they are compelled to attend the school in the district in which they live." Brown v. Board of Education of Topeka, D.C.Kan. 1955, 139 F. Supp. 468, 470. Both the judge below and plaintiffs' trial counsel praised the City of Washington, D.C., as a model of integration. The Superintendent of Schools of that city reports that in 1960, after five years of desegregation, 11 out of 60 schools in the system were all Negro; and in 43 schools the white enrollment is less than 10 per cent.

Viewed in this factual and legal context, what then is the rule of law laid down by the court below? The trial court has held in effect that when racial imbalance not attributable to unconstitutional State action is present in a public school, the State or its agencies, although not being required to change the situation, cannot refuse to act if the refusal is motivated by purposeful desire to maintain the condition. In short, the court has extended the Constitution to the point where motives for State non-action are now relevant. But does not the mere statement of this rule, stripped of its semantic gloss, carry its own refutation? If an existing law or its administration does not violate the Constitution, and if the State is not denying equal protection of the laws by not changing this law, by what alchemy does a refusal to change on the ground of an "illegal motive" turn this non-action into unequal protection of the law? Law is not a state of mind; it is an objective,
48 *48 though perhaps elusive and everchanging, phenomenon.

Rarely are motives for official action subject to inquiry (e.g., Daniel V. Family Security Life Ins. Co., supra; Wilkinson v. United States, 1961, 365 U.S. 399, 412, 81 S.Ct. 567, 5 L.Ed.2d 633). At least when a State acts affirmatively, a change in the *status quo* results, and from this change the courts can glean insights into the underlying purpose of the official action. But by what criteria can we judge why men refuse to act when they have no duty to act? Take, for example, the trial court's finding as to the Board's motive for its "intransigence and inflexibility for the last eleven years." This conclusion is supposedly supported by the Board's refusal to adopt a number of plans for changing the Lincoln situation submitted by various experts in school planning.[5] The Dodson Report, for instance, called for:

> "1) The rebuilding of a larger Lincoln School on the same site;
>
> "2) The discontinuance of Washington School;[6]
>
> "3) Extensive redistricting; and
>
> "4) The more flexible use of the neighborhood school policy in the future."

A decision to discontinue Washington School and to rebuild Lincoln School or to make any other decision which would affect the school system of the entire city called for the exercise of judgment in the light of existing conditions. It is doubtful that there is "a confident solution for problems as intractable as the frictions attributable to differences of race, color or religion." Beauharnais v. People of State of Illinois, 1952, 343 U.S. 250, 262, 72 S.Ct. 725, 733, 96 L. Ed. 919. Which of the many divergent suggestions of the many experts was the best in the light of other factors which had to be considered? One member of the Board might have been influenced by the costs involved; another by the waste in tearing down an existing school; another might have acted out of sheer inertia; and another might have acted honestly and in the exercise of sound judgment. This latter situation is the only conclusion supported by the facts in the record. Even viewed in a looking glass, any presumption of guilt unless innocence is clearly established has been rebutted. When a decision is intimately connected with local policy and involves matters in which judges have no "expertise" but only "opinions" how can they decide (1) whether a plan should have been adopted and (2) whether its rejection was based on "illegal motives"?

The only affirmative action by the Board was the decision to build a new Lincoln School on the site of old Lincoln. This decision might have been unconstitutional only if it were made for the purpose of creating a segregated school. In view of the Board's rejection of other plans for the specific reason that they would tend to worsen the

5 The Board had reports from Dodson, Englehardt, Johnson and the decision of the Commissioner of Education of the State of New York after a plenary hearing in a proceeding brought by three of the plaintiffs herein on their own behalf and all others similarly situated attacking the school zones and the decision to build a new Lincoln School on the site of the present school. The Commissioner in part held:

"The issue here before me is not whether some other arrangements may constitute a better solution. The issue, as pointed out heretofore, is whether the Board, after all its investigations and surveys, has been arbitrary in coming to the conclusion it did. Upon the record before me, I cannot find the action of the respondent Board, in determining to replace the Lincoln School with a modern structure and up-to-date facilities, constituted a reversible abuse of discretion" (Ex. K, p. 6).

6 Were Lincoln and Washington combined (assuming such a plan to be geographically feasible — an assumption of doubtful validity), such a district would still have approximately 80% Negro enrollment.

racial imbalance in New Rochelle, a finding of illegal motive could not be supported, even were it material. Their judgment supported by a city referendum is that *49 the Lincoln district needs a new school; that a new building may well improve the character of the neighborhood; and that mergers of certain districts are not advisable. Why should the Federal courts believe that their crystal ball is of better quality than that of the Board? Moreover, what is the relevance of a new Lincoln to old Lincoln? The decision below is predicated upon the theory that the Board unconstitutionally created and maintained old Lincoln; this theory has no basis in fact. Even assuming, therefore, that the decision to build a new Lincoln might have been unconstitutional (which in my opinion it was not), this would not change the fact that as to old Lincoln the Board has not acted unconstitutionally.

Although it should not be necessary, it is worthy of note that the Constitution does not declare what is desirable or undesirable (see, e.g., Daniel v. Family Security Life Ins. Co., supra); nor should judges confound "private notions with constitutional requirements." (American Federation of Labor v. American Sash Door Co., 1949, 335 U.S. 538, 556, 69 S.Ct. 258, 260, 267, 93 L.Ed. 222 (concurring opinion, Frankfurter, J.).) Racial imbalance, as it exists in many of our cities and suburbs, presents a serious problem. And yet, I find nothing in the record which makes a racial imbalance a violation of our Constitution.

The Decree of May 31, 1961

Concerned that the majority of the Board should manifest a "continuation of their attitude of arrogance" by their assertion of their constitutional right to claim that "no constitutional rights have been violated" and their adherence to their opinions as to the law instead of recognizing it to be as the trial court declared it, the court, although conceding that it could not "divine every possible eventuality which may arise in the future," decided that "the device of permissive transfers will afford the Negro children in the Lincoln district their constitutional rights." This is the same "device" which until abandoned by the Board in 1949 plaintiffs claim created Lincoln as an all Negro school. Furthermore, if this device does not "assure complete relief" to the court's satisfaction, it announces its availability "to consider other methods" — an assurance of continued court operated schools for the future.

But what will be the effect of this device? The court's decree provides that " *any* child of elementary school age residing in the Lincoln Elementary School District shall be permitted to register and enroll in any other public elementary school in the New Rochelle Public School System, in accordance with the provisions of this decree." (Emphasis supplied.) The Board is required to distribute to the parents "of all children," expected to be enrolled in Lincoln, transfer application forms. Applicants are to list four schools in preferential order to which transfer is desired. The Board is shorn of any discretion "to impose any standard of academic achievement or emotional adjustment as a requirement for transfers" and shall retain each pupil so transferred "until the completion of his elementary education." The transfer privilege must be permanent; otherwise the present condition will revert. If a substantial majority of the present student body at Lincoln plans to avail itself of this privilege, what shall become of the teachers already hired for the coming year? If in 1962, all the students decide to transfer, will Lincoln then have to be closed? But what if five years later a substantial number of students decide not to transfer? Presumably the trial court's Plan implicitly recognizes the right not to transfer. The Board would then be required to remove Lincoln from its mothball fleet, return it to active duty, and re-stock it with teachers, janitors, and supplies.

Under this decree the 29 white children (Board statistics, Exh. N) would have the same right to transfer as the 454 non-white children. Assuming a repetition of the effect of the pre-1949

permissive transfer policy, probably a large percentage of the 29 whites would apply. *50 Since the Board could not constitutionally discriminate between races the result would be (as in pre-1949 days) to increase the percentage of Negro children in Lincoln. Thus, for example, were 20 white children and 80 Negro children transferred, the percentage of Negro children would increase from 94% to approximately 98%.

The court's decree is clear. It reads "any child." There cannot be any significance to the court's deletion of the words "without regard to race, creed, color or national origin" from a somewhat similar provision in the Board's proposed plan. Although the court may override the judgment and discretion of the Board, surely it did not intend to nullify the Constitutions of the United States and the State of New York.

The "equal protection" rights of all the other school children of New Rochelle are completely disregarded. How can a permissive transfer policy be granted only to one out of twelve districts? Why should the Negro child in Mayflower, Columbus or Washington be deprived of the privileges granted to the Lincoln district? If concentration of any one group is "segregation" (and hence a constitutional violation), why should not the Jewish or Italian child be given equal privileges to transfer? If, as represented, Columbus is in a depressed economic area and over 90% Italian, is not the proper education of a child as important to a resident of the Columbus district as the Lincoln district?

Regardless of protestations to the contrary, the effect and implications of the decision below are to place the operation of the schools of the country in the hands of the Federal courts or a single judge. His personal views as to those pupils who should be granted or denied transfer will control; he alone will decide what racial mixtures satisfy his concept of integration. Of necessity he will have to pass upon district lines if he chooses to permit neighborhood schools to continue. His decrees will cause schools to be built, altered or abandoned. Attendant thereto might even be an indirect fixing of the city's school tax rate to accomplish his bidding.

There will be those who will charge that these suggested possibilities are gross exaggerations and that "It Can't Happen Here." But if Federal courts undertake the operation, directly or indirectly, of the public schools, what will be the end result? Recent history has noted other government operations originally justified because business improved and the trains ran on time. In short, I believe that the decree takes away from the people, their duly elected or appointed Boards of Education, and from the States themselves their right to decide by democratic processes upon the educational policies for their communities.

In expressing these views, I am not unmindful, after reviewing the segregation cases from Brown v. Board of Education of Topeka to date, that although "the responsibility for public education is primarily the concern of the States" that this responsibility "must be exercised consistently with federal constitutional requirements as they apply to state action." Cooper v. Aaron, 1958, 358 U.S. 1, 19, 78 S.Ct. 1401, 1410, 3 L. Ed.2d 5, 19, and that "[T]he right of a student not to be segregated on racial grounds in schools so maintained is indeed so fundamental and pervasive that it is embraced in the concept of due process of law" (Id., 358 U.S. at page 19, 78 S.Ct. at page 1410). With these broad principles I am in complete accord. But the Constitution should not be a one-sided document. The comity which the judicial branch might well show towards the legislative and executive cannot be better stated than as expressed by Mr. Justice Frankfurter in McGowan v. State of Maryland, 81 S.Ct. 1153, 1188, 6 L.Ed. 2d 393, 455:

> "Through what precise points in a field of many competing pressures a legislature might suitably have drawn its lines is not a question for judicial re-examination. It is enough to satisfy the Constitution that in drawing them the principle of reason has not been disregarded."

51 *51

The primary purpose of this action was to declare the neighborhood school policy unconstitutional because it resulted in racial imbalances in a school located in a predominantly Negro residential area. Discretion as to the drawing of district lines should be left to the various school Boards absent such unusual fact situations as existed in Gomillion v. Lightfoot, 1960, 364 U.S. 339, 81 S.Ct. 125, 5 L.Ed.2d 110; Clemons v. Board of Education of Hillsboro, Ohio, 6 Cir., 1956, 228 F.2d 853.

But little comment need be made upon the majority opinion. Its conclusions can be explained in part by the obvious factual misconceptions on which they are based. Thus they say that "On January 11, 1949, the Board adopted a policy of refusing further transfers and of admitting new students only to the school of the district in which they reside." Nowhere, however, does the opinion attempt to show how this pre-1949 policy or the 1930 redistricting has any relevance to the situation at Lincoln in 1961. It is said that since 1949 the Board's actions have led to "a perpetuation and a freezing in" of a segregated condition. But what do "perpetuation" and "freezing in" mean in the context of constitutional prohibitions? And has not the majority — just as did the trial court through its use of such words as "over-rigid adherence," "intransigence," "inflexibility," and "maintained" — introduced, *sub silentio,* a revolutionary concept of State non-action into the Fourteenth Amendment?

In my opinion, the majority neither support nor condemn the neighborhood school policy but place their stamp of approval on the trial court's particular permissive transfer policy. Anomalously enough this very "permissive transfer policy," eliminated in 1949 to preserve a true "neighborhood school policy" so that the schools would accurately reflect the residential character of the neighborhood, is now acclaimed as the solution for the Lincoln School.

Affirmance of the trial court's plan is said to be "in accord with the principles stated in the Brown case." The Brown case can be searched in vain for its denials of equal protection, for discriminatory favors bestowed upon one group to the exclusion of others and for any mandate, direct or implied, that the Federal courts should take over the supervision and operation of the school systems throughout the United States. If this is to be its construction of its Brown decision that court should make it. Any extension as is now being made by the trial court and the majority here far beyond the bounds of Brown, should at least be premised upon some strong indication that the Supreme Court not only was decreeing non-segregation of white and Negro but also was decreeing enforced integration and compulsory racial mixtures according to Federal court formula in every city and hamlet of the country. Such thoughts should not be read into the decisions — or even into the minds — of others lightly.

There being no proof sufficient to sustain the allegations of the complaint, I would reverse and dismiss.

As to the decree of May 31, 1961, it denies, in my opinion, equal protection of the laws and is in derogation of the rights of the people of New Rochelle not to be subjected to discrimination because of race, color, creed, religion or national origin. I realize that, just as my views that pleadings still have a place and function in the law are exceedingly old-fashioned, my belief that the Constitution should apply equally to all our residents may be subject to the same criticism.

Because of the importance of this case to the people of New Rochelle and their Board of Education, I would grant a stay of the decree herein for 30 days to give the defendants an opportunity for such further appellate review as may be available to them in the event they decide to seek such relief.

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Lincoln Case History - FIRST DRAFT

1898

Construction of Winyah Avenue Grammar School.

1919

Winyah Avenue Grammar School is renamed Lincoln School.

1930

Construction of Daniel E. Webster Elementary School.

White students in the Lincoln School district (not Black students) are allowed to transfer their children.

1947-48

Parents propose rebuilding a new Lincoln School on the same site.

1949

500 Black parents attend a New Rochelle Board of Education meeting.

Board agrees to consider redrawing the boundaries of elementary schools.

1957

A proposal to rebuild Lincoln School on the same site is defeated.

1960 16

A referendum to rebuild Lincoln School on the same site is passed. 17

Paul Zuber files a lawsuit on behalf of 11 families. 18

1961 19

Judge Irving Kaufman rules that the school board intentionally segregated blacks and orders the district to develop a desegregation plan. 20

The Board of Education of the City School District of New Rochelle files an Appeal and loses in the Appeal. 21

The U.S. Supreme Court declines to review the case, ending litigation. 22

300+ students are bused from Lincoln to other schools. 23

1963 24

Lincoln School is closed. 25

1964 26

Lincoln School is demolished. 27

1969 28

The Lincoln School parcel is transferred to the City of New Rochelle which constructs Lincoln Park on the original site of the Lincoln School. 29

Seeking details from New Rochelle Building Bureau. 30

2021 31

The City School District of New Rochelle District-Wide Healthy and Safety Committee hold a preliminary. 32