



# Village of Mamaroneck Parks & Recreation

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P.O. Box 369

Mamaroneck, NY 10543

Jason Pinto  
Superintendent of Recreation

Jeff Ahne  
General Foreman of Parks

Offices located in the  
Stephen E. Johnston Beach Pavilion  
Harbor Island Park

Parks & Recreation Commission Meeting – February 7, 2024 – 7:00 p.m.

## Agenda

VILLAGE COURTROOM, 169 MOUNT PLEASANT AVENUE, MAMARONECK, NY 10543

### INFORMATIONAL ITEMS:

1. Sportime Contract Renewal (**current agreement attached as backup**)
2. Update on Fields For Kids (**meeting held on 1-4-2024**)
3. Review of Village Code Chapter 260 – Parks (**May 2023 PRC comments attached as backup**)
4. Outdoor Accessible AED Installation for Harbor Island Park Athletic Fields (**backup attached**)
5. Florence Park Playground Design Update (**backup attached**)
6. Village Greenway Presentation (CFTE)
7. Handicap Parking near Village Parks
8. Community Center Update
9. Basketball courts, volleyball courts, pickleball court at Harbor Island
10. Non-resident use of the Harbor Island Bark Park
11. Taylors Lane Athletic Fields
12. Parks & Recreation Master Plan
13. Parks Department Update
14. Recreation Department Update

### ACTION MAY BE REQUIRED:

- Vote on January 2024 Minutes (1-3-24)
- Vote Outdoor Accessible AED Installation for Harbor Island Park Athletic Fields

**Upcoming Events:** March Parks & Recreation Commission meeting to be held on March 6, 2024, at 7:00 p.m.

**Parks and Recreation Commission Meeting - January 3, 2024, 7:00 PM**

**Village Courtroom, 169 Mount Pleasant Avenue, Mamaroneck, NY 10543**

Attendees: Tim O'Connor, Randi Robinowitz, Eric Williams, Brittany Ross, Karrie Sergio, Jarrett Winchester, Dan Margoshes, and Carlo Reca (remote)

Present: Jason Pinto, Jeff Ahne, Manny Rawlings

Absent: Kristen Barnard

**Opening:**

Dan called the meeting to order. There was a brief discussion about how our agendas are formed and who drives the topics so we can be most productive. Minor corrections to the minutes were noted, Randi made a motion to approve the minutes as amended, Brittany seconded, all in favor. Two additional items were added to the agenda, Sportime and the VOM Greenway.

**Sportime Discussion:**

Clarification to previous minutes that note Sportime offsets our taxes by 12% which is not accurate, Sportime pays us 12% of their revenue which offsets about 1% of taxes. Jason said they will be discussing Sportime's contract renewal at the upcoming BOT meeting and how to proceed. It was noted that we were waiting for a cost-benefit analysis from the Village manager to see what we could do to utilize the space to our benefit if we were not to renew Sportime's contract but we have not received anything to date. It was also noted that there was an Ad-Hoc Committee but nothing came of that. It was stated that having a commercial operator can maximize the use of the facility but we need the data so we can negotiate our wants and needs, such as more community programs, more scholarships, more clinics, more summer programs, and being able to utilize the outside court. This should not just be a financial agreement but also a benefit for our residents. It may be too late for this year but a few members of the commission are going to put together a list of wants and needs for the community and email our recommendations to the Board.

**VOM Greenway:**

The Committee for the Environment (CFTE) is proposing a restoration of the land along Mamaroneck's rivers. Per Manny, it has been presented to him at a Board meeting and a Flood Mitigation Advisory meeting. It is a large cost but they are trying to find grant funding. The goal is not to do it all once but to implement it over time. It would be a string of connected pocket parks along our waterways to not only provide ecological benefits but also help mitigate flooding.

**Parks & Recreation Master Plan:**

Jason presented the commission with a compilation of goals, wishlist items, and budgeting and capital items for all our Village parks for planning out a schedule to get us on a cycle so we are not hit all at once with costly repairs/replacement. Recently the Board approved the funding for Florence Park, the Harbor Island sprayground, and bandstand. It was stated broad propositions to be considered should be park

accessibility and the sea level rising a big concern. The goal with all of this is to go to the Board with a master plan.

**Parks and Recreation Update:**

No news on the Orienta playground. Eric informed us that Orienta Point Association (OPA) had not met in six months but has a new president now, so hopefully will pick back up again.

Jeff said they are currently working on Florence Park, looking to start renovations in Feb/Mar. The contractors, through Sourcewell, Playsafe for the playground and rubber surface, and DeRosa for the site work, are working on a schematic of where everything will be laid out, the park needs to be surveyed first. The new playground equipment is in, the tennis courts are staying where they are, they are going to do three new basketball courts, they are getting rid of the unused bocce courts and adding three pickleball courts, and the old sandpit is coming out and will house new infant-2-year-old play equipment. It was asked if there was any concern about the residents who live immediately around the park not being happy about any of the improvements, particularly regarding the addition of pickleball, being that it is very loud and the park is completely surrounded by people's homes. It was mentioned that pickleball is just in such high demand we should provide the service. It was suggested that perhaps Harbor Island is a better-suited location for pickleball courts.

Dan informed us the Harbor Island Conservancy finished their work at the pocket park on the corner of Rushmore with tree plantings, mason work, and a bench.

A question was asked about a part needed for Jefferson Park. Jeff stated the company that built Jefferson Park came back to measure everything but it might not be possible to add steps to the big slide because of the required fall zones. Brittany let us know that a lot of parents were upset that the big slide was not accessible to little kids because you can only get there by the ninja warrior part. Jason pointed out that the equipment was not designed for that age and there is the smaller playset for that age there as well.

Jeff said the company that is doing Florence Park, Playsafe which owns Vortex, will be doing the sprayground which they are planning on starting at the end of next season. With the timing of everything involved, the water engineers, the equipment arrival, checking the water pressure/PSI (pounds per square inch) coming into the Harbor etc., it is not possible to get it done for this summer.

Jason said the holiday event was one of the best ones they have had despite the weather causing them to cancel the second day. They had 175 letters to Santa and they responded to over 140 of them, not every letter had a return address but staff looked up and responded to what they could find. Their extra effort is very much appreciated. They took hundreds of Santa photos, Melissa Luiso, Mrs. New York of Prestige All-Star United States also came to take pictures with the kids as well, and they did the special needs program early on Sunday morning. Camp info will go out in February and they are working on the calendar for spring/summer 2024. They got a rec leader in September and she is doing really well. They are starting a partnership with STEM Alliance, they are doing two afterschool programs with them starting

in January. Keeps is there every day as well. Jason is working on a project that will come to us in the next meeting or two, and then go to the Board, to have AEDs (automated external defibrillators) accessible at Harbor Island Park. Some sports organizations are being mandated by their overseeing groups to have AEDs accessible. They are looking at the cost of putting them at multiple locations, at least six, at the Harbor, they need electricity, and they recommend a 300' radius for each device. In our area, we would be one of the first to have these life-saving devices.

A question was asked about possible bussing for camp because the traffic for camp drop-off is crazy. The consensus is that it would be a very expensive and difficult endeavor that would just not be feasible or cost-effective.

It was asked if the meeting with Field for Kids (FFK) was rescheduled. Manny said it is possibly happening tomorrow but if not, they are looking to have it sometime this month.

**Closing:**

Tim made a motion to adjourn the meeting, Karrie seconded, meeting adjourned. The next meeting is on February 7, 2024.



AED

Goetz  
Diamond

Dog Park

Croce 4

Croce 3

Croce 2

Croce 1

AED

AED

AED

Gronberg  
Diamond

AED

Cunningham  
Diamond





AED

AED

AED

Lanza  
Soccer

Lanza  
Diamond

<u>Product</u>	<u>Price</u>	<u>Quantity</u>	<u>Total</u>
AED's	\$ 2,114.45	8	\$ 16,915.60
AED Freight	\$ 253.73	1	\$ 253.73
AED Boxes	\$ 1,195.00	8	\$ 9,560.00
Installation	\$ 2,500.00	8	\$ 20,000.00
		<b>Total:</b>	<b>\$ 46,729.33</b>



## CR2 AEDs (January 2024)

Quote Number: 10857531  
 Version: 1  
 Prepared For: VILLAGE OF MAMARONECK  
 Attn:

Rep: Bryson Carl  
 Email: bryson.carl@stryker.com  
 Phone Number: (505) 400-1561

Quote Date: 01/26/2024  
 Expiration Date: 02/25/2024  
 Contract Start: 01/26/2024  
 Contract End: 01/25/2025

### Equipment Products:

Open Market	#	Product	Description	U/M	Qty	Sell Price	Total
#	1.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP ?electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	PCE	8	\$2,114.45	\$16,915.60

# is being offered as an Open Market item

Equipment Total:	\$16,915.60
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### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$253.73
Grand Total:	\$17,169.33

### Comments:

Sourcewell Contract # 041823-STY  
 Village of Mamaroneck Sourcewell Account # 81364  
 Bulk Buy Discount

Prices: In effect for 30 days

Terms: Net 30 Days



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Email: [bryson.carl@stryker.com](mailto:bryson.carl@stryker.com)

Phone Number: (505) 400-1561

Quote Date: 01/26/2024

Expiration Date: 02/25/2024

Contract Start: 01/26/2024

Contract End: 01/25/2025

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

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 Town of Mamaroneck  
 1 Harbor Island Park  
 Mamaroneck, NY 10543

**SHIP TO**  
 Jason Pinto  
 Town of Mamaroneck  
 1 Harbor Island Park

**Estimate 2663**

**DATE 01/26/2024**

	QTY	RATE	AMOUNT
CE-TEK 4000 ALL WEATHER AED ENCLOSURE	8	1,195.00	9,560.00T
CE-TEK 4000 OUTDOOR AED ENCLOSURE			
<p>The CE-TEK All Weather AED Enclosure protects AEDs from direct sunlight, cold temperatures, moisture, dust, tamper, and theft while ensuring 24/7 Public Access to Defibrillation. Manufactured in the UK from a durable polycarbonate, the CE-TEK All Weather AED Enclosure boasts an IP-66 rating against dust and water intrusion. A thermostat controlled heater inside the enclosure ensures that AED pads and emergency medication remain at safe operating temperatures regardless of the environment outside.</p> <p>To access lifesaving equipment, bystanders call 911 to receive the access code to open the enclosure.</p>			
AED Sign	8	0.00	0.00T
AED Sign - Three Dimensional			
<b>SUBTOTAL</b>			9,560.00
<b>TAX</b>			0.00
<b>TOTAL</b>			<b>\$9,560.00</b>

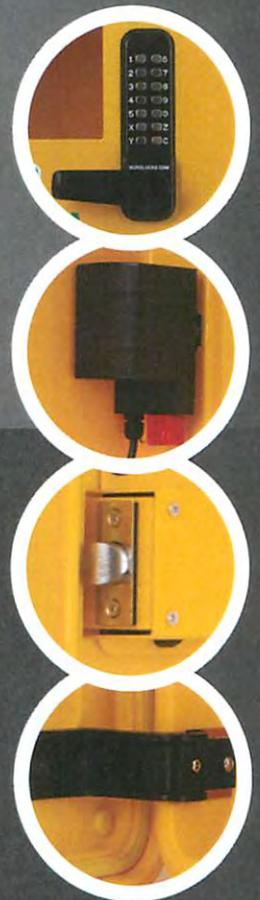
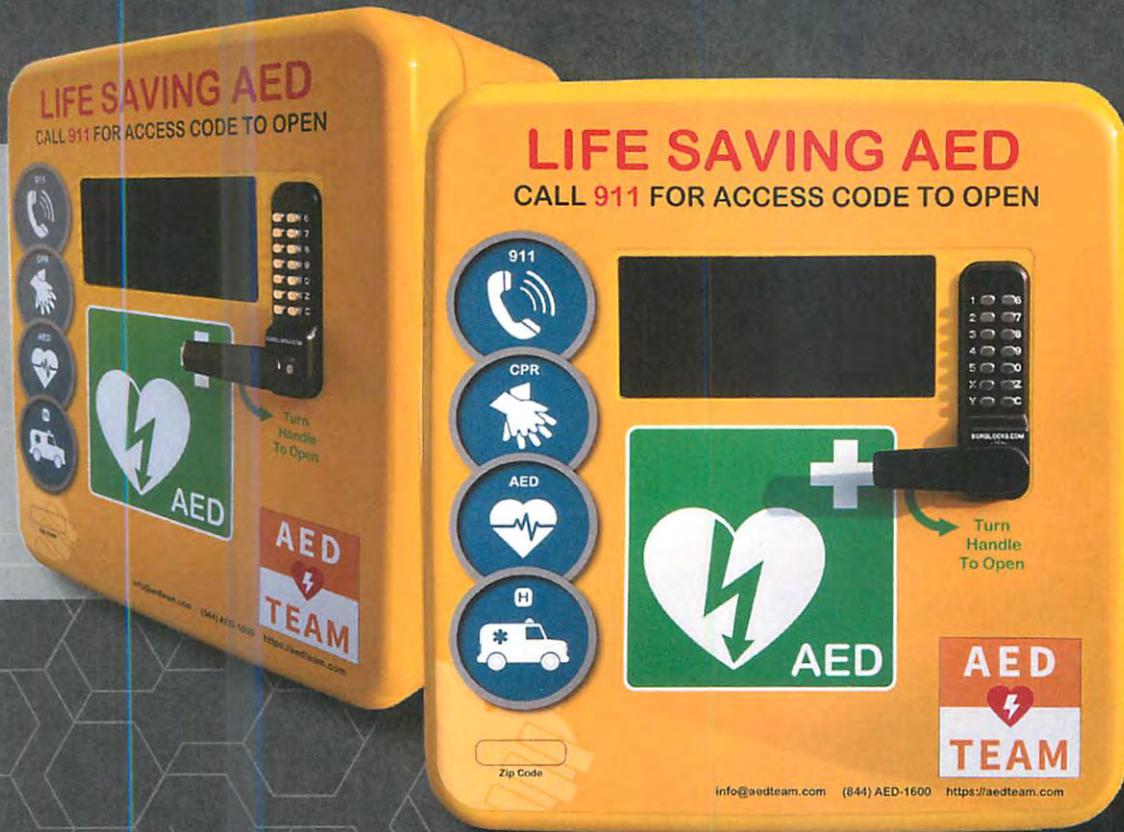
Accepted By

Accepted Date



# Defib Store 4000

Owner's Manual



Defib Store 4000 Cabinets

DFS4000ULE  
DFS4000LLE

info@aedteam.com (844) AED-1600 <https://aedteam.com>

<https://aedteam.com>  
(844) AED-1600

THIS BOX  
**HOLDS**



A LIFESAVING  
**DEVICE**

**350,000**  
OUT OF HOSPITAL

CARDIAC ARRESTS EACH  
YEAR IN **US** - THAT'S ONE  
**EVERY 2 MINUTES**



**20%** OF **CARDIAC**  
**ARRESTS**

OCCUR IN  
PUBLIC  
SETTINGS  
(OR 1 IN 5  
IS FINE FOR  
THIS)

**AN**  
**AUTOMATIC EXTERNAL DEFIBRILLATOR**  
AUTOMATICALLY DETECTS AND  
TREATS LETHAL HEART RHYTHMS.

AN **(AED)** CAN BE **USED** BY  
ANY PERSON INCLUDING  
**UNTRAINED BYSTANDERS**

AN AEDs WILL ~~NOT SHOCK~~  
SOMEONE WHO IS **NOT**  
IN **CARDIAC ARREST**

**SURVIVAL** FROM CARDIAC  
ARREST **DOUBLES** WHEN A  
**BYSTANDER** USES AN **(AED)**  
BEFORE EMS ARRIVES.

**GOOD SAMARITAN**  
LAWS PROTECT AED OWNERS AND  
USERS FROM LIABILITY WHEN THEY  
FOLLOW THE DEVICE INSTRUCTIONS.



**American  
Heart  
Association®**

RECOMMENDS USE OF AN

AED WITHIN **3** MINUTES OF  
THE CARDIAC ARREST WHILE  
THE AVERAGE RESPONSE TIME

FOR EMS IS OVER **6** MINUTES.

**24**  
**HOUR**

**AED TEAM PROVIDES A  
SECURE SOLUTION FOR  
ACCESS TO AEDS IN  
OUTDOOR SETTINGS.**



[www.aedteam.com](http://www.aedteam.com)

[\(844\) AED-1600](tel:(844)AED-1600)

[info@aedteam.com](mailto:info@aedteam.com)



## CE-TEK 4000 All Weather Outdoor AED Enclosure

- IP66 standard, sealed against high pressure water hoses and dust.
- Fully corrosion resistant in UV stabilized high impact polycarbonate the same material used in Police riot shields.
- Marine grade stainless steel keypad lock, salt spray tested.
- Suitable for coastal locations.
- Internal LED motion sensing light which can be removed and used as a torch during deployment.
- Thermostatically controlled heater ensures the defibrillator is kept in optimum conditions.
- Internal hook accommodates any FDA approved defibrillator.
- Large viewing window allows easy checking on the status of the AED defibrillator.
- Internal hinges that do not allow for external tampering.
- Double skin clamshell design provides additional insulation in cold weather.
- Comes complete with comprehensive installation instructions.
- Cabinet dimensions 18.3"x17.1"x9.4".
- **Manufactured in the UK**



**10 year warranty (5 year warranty on heater and keypad lock)**



## CE-TEK 4000 Outdoor AED Enclosure FAQ

### Why does outdoor access to defibrillation matter?

Over 99% of United States Automated External Defibrillators (AEDs) are located indoors or in vehicles where they are not accessible to the public 24 hours a day. Public outdoor access to defibrillation is an important component of a comprehensive AED program because it allows rescuers to retrieve lifesaving equipment whenever it is needed.

### Can I use an indoor cabinet outside?

AED enclosures built for indoor use lack protection from water, dust, and cold temperatures. Exposure of an AED to these conditions can cause permanent damage to the equipment, void the warranty, and result in the failure of the device making it unusable for a rescue. Outdoor AEDs should only be placed in outdoor rated AED enclosures.

### Does the CE-TEK 4000 Outdoor AED enclosure require electricity?

The heating unit and LED lighting inside the AED enclosure require a 110V AC electrical connection to work. Secure access enclosures use a mechanical lock which does not require electricity to function. This allows AED units to still be accessible if there is a power failure. Locations which do not get freezing temperatures may opt to not connect their enclosures to electricity. We are able to place custom orders for 20 or more enclosures to exclude heating units and lights at a reduced cost if these items are not needed.

### How do rescuers retrieve an AED from a locked AED enclosure?

Rescuers call 911 and are directed to the AED enclosure if one is located nearby. The 911 telecommunicator will provide the caller with the access code to open the enclosure and retrieve the AED. ***It is imperative that the 911 center be provided with all AED enclosure locations and access codes during implementation of your outdoor AED program.***

**Does a locked AED enclosure delay care?**

Calling 911 is one of the first links in the Cardiac Arrest Chain of Survival. Making this call ensures that the next level of care is on the way. The 911 telecommunicator is able to provide vital instructions on where to locate an AED enclosure and the access code to retrieve equipment.

While entering the lock code into the enclosure will take a few additional seconds, the enclosure helps to ensure that lifesaving equipment has not been stolen or tampered with prior to the rescue.

A retrospective review of AED theft news articles in the United States found that, while AED thefts are uncommon, several locations which had an AED stolen never deployed a replacement device.

**Is there an unlocked version of the CE-TEK 4000 Outdoor AED enclosure available?**

Yes, we carry an open-access version of the enclosure which does not require a keycode for entry.

**Who can purchase a CE-TEK 4000 Outdoor AED enclosure?**

There are no restrictions on who can purchase an AED enclosure. The end-user is responsible for providing their 911 center with the AED location and access code for the enclosure and confirming that this information has been added to the local dispatch protocol.

**Where should the CE-TEK 4000 Outdoor AED enclosure be placed?**

Outdoor AED enclosures should be placed in locations where there is heightened risk of a cardiac arrest event or a prolonged response time from EMS. The enclosure should be placed in a highly visible spot on a post or attached to a structure with multi-directional AED signage above the enclosure to increase visibility. The enclosure requires 110V AC electricity to power the heater and lighting so locations which already have electricity are ideal.

Examples of placements include:

- Parks and sports facilities (baseball, softball, football, and soccer fields; pickleball and tennis courts; pools and splash pads)
- Public gathering locations like concert venues, convention centers, stadiums
- Residential neighborhoods, community centers, and apartment complexes
- Shopping centers (single AED shared by multiple stores)

- Parking structures and lots

**Has anyone used a CE-TEK Outdoor AED enclosure to save a life?**

Yes. We were notified of the first rescue utilizing a CE-TEK enclosure in March 2021 at a pickleball court in Westfield, MA. A player collapsed during a match and CPR was immediately started by a bystander. The spouse of the bystander called 911 and obtained the access code to the enclosure. The AED was delivered within 55 seconds of the 911 call being placed and the first shock was delivered within 2 minutes of the arrival. The player was awake by the time EMS arrived and made a full recovery.

While outdoor access to AEDs is relatively new to the United States, it has been used across Europe for several years. Our manufacturer, who is based in the UK, has many additional rescue stories from incidents occurring across Europe.

**Does the CE-TEK 4000 Outdoor AED enclosure need to be cooled?**

No. The enclosure does not accumulate heat and remains around the same temperature as its surrounding environment during hot weather. A fan or cooling unit is not necessary for the enclosure. AED units are rated to 114 degrees Fahrenheit and US temperatures are rare to exceed this. For very hot environments, we do recommend placing the enclosure in shade to avoid direct sunlight if possible.

**What weather can the CE-TEK 4000 Outdoor AED enclosure tolerate?**

The CE-TEK 4000 is made of a double shell polycarbonate and contains a steel structural plate. All points of entry are sealed with rubber gaskets. The device has been lab tested to prevent intrusion of dust and powerful water jets. As such the enclosure will protect your AED against the most extreme weather conditions, including wind driven rain, snow, and sub-zero temperatures.

**What is the Ingress Protection (IP) rating of the CE-TEK 4000 Outdoor AED enclosure and why does that matter?**

IP rating comes from laboratory tests used to determine the amount of protection a device will provide against dust and water intrusion. The CE-TEK 4000 Outdoor AED enclosure has a IP 66 rating - this means that it is "dust tight" and protected against powerful jets of water. All AED units also have an IP rating - we recommend using high IP rated AED units, like the HeartSine samaritan 350P, for use in outdoor enclosures.

**What other items can I place in the CE-TEK 4000 Outdoor AED enclosure? Are there additional uses?**

Many agencies have transformed their CE-TEK Outdoor AED enclosures into full lifesaving stations with intranasal naloxone kits, epinephrine autoinjector kits, bleeding control, and small dry chemical fire extinguishers. Smaller AEDs allow for the placement of additional emergency equipment.

Some agencies provide enclosure codes to their responders to allow them access to emergency equipment caches without having to go through the 911 system. This is helpful for large scale events where it is helpful to have equipment available in multiple locations for responders who are on foot.

**Can the CE-TEK 4000 Outdoor AED enclosure be customized to my agency / department / hospital?**

Yes, for orders of 20 or more enclosures we can provide full customization of the front vinyl label so that you can include your logo and contact information on each enclosure. Enclosures are also available in red and green polycarbonate. Other customizations include the removal of electrics (for seasonal or warm weather placements), and open access (handle but no lock).

**What maintenance is required for the CE-TEK 4000 Outdoor AED enclosure?**

Enclosures require minimal maintenance. We recommend wiping the enclosure off a couple times per year and whenever it is visibly dirty. Once a year apply a coat of spray-on wax, lightly oil and work the lock keypad (twice a year for coastal locations), and check the enclosure for any damage.

AEDs need to be checked as per manufacturer recommendations to confirm readiness and that pads and batteries are in date. Some clients use the AED Sentinel monitoring system which provides a daily image of the AED readiness indicator and will transmit a text message and email if an AED status changes.

**What if something in the CE-TEK 4000 Outdoor AED enclosure breaks?**

All components are plug-and-play and easy to replace. AED TEAM stocks replacement parts in Virginia. If a heater were to fail, you can simply unplug it and remove it from the rail and then plug in and slide the new heater on. Light strips use a similar plug and are attached with adhesive. The graphics, lock, and latch mechanisms can be removed and replaced if needed.

The enclosure is covered under a 10 year manufacturer's warranty. The heater and keypad lock are covered by a 5 year warranty.



 [Health \(/keywords/health\)](/keywords/health)  [Legislation \(/keywords/legislation\)](/keywords/legislation)

NOVEMBER 24, 2023 Albany, NY

# Governor Hochul Signs Legislation to Keep Kids Safe from Cardiac Emergencies

Legislation S.7424/A.366A Requires Camps and Youth Sports Programs to Establish an AED Implementation Plan

Legislation Supported by Buffalo Bills Safety Damar Hamlin Aims to Save Lives, Protect Youth

Governor Kathy Hochul today signed legislation S.7424/A.366A requiring camps and youth sports programs to establish automated external defibrillator, or AED, implementation plans and to have at

least one person trained to properly use the AED at camps, games and practice.

"We all remember the terrifying moment when Damar Hamlin was injured last January, but young athletes at schools and camps could be exposed to similar risks," **Governor Hochul said.** "By requiring camps and youth sports programs to establish an AED implementation plan, kids will be safer and teams will be prepared. I want every parent in New York to know: we're doing everything we can to keep your kids safe."

**Buffalo Bills Safety Damar Hamlin said,** "Growing up, in all the years that I played football, I don't remember thinking about where an AED was located or who was trained to use one. I think that many people have had the same experience. My journey has shown us that no one expects cardiac arrest to happen - and we all need to be prepared. By requiring that at least one person is trained to properly use an AED at every sports event, camp and practice, this new law will help protect tens of thousands of kids in New York State - and is a really important step in saving lives."

Legislation S.7424/A.366A, pursuant to changes agreed to with the Legislature, will require camps and youth sports programs with five or more teams participating to establish an AED implementation plan. Such plans will detail how AEDs will be made available or reasonably accessible at every camp, game or practice. The AED implementation plans will also detail how the camps and programs will ensure that when practicable at least one employee, volunteer, coach, umpire or other qualified adult who has successfully completed a training course in the operation of an AED is present.

**State Senator Shelley B. Mayer said,** "I am pleased that New York State will now require camps and many youth sport programs and leagues to develop a plan for AED access at all of their practices, games, and other events. More than 7,000 children experience cardiac emergencies each year, and too often an AED is not available. This legislation will make these programs safer and provide parents and young athletes with peace of mind. This issue is personal to so many New Yorkers — Dana Colasante and Alice Schoen, two of my constituents, advocated for this bill after their close family members went into cardiac arrest at youth sporting events. Dana's husband and Alice's son thankfully survived because an AED was available, and they could receive immediate care. I am proud to have fought for this legislation alongside them and Assemblyman Otis to ensure other lives can be saved. I want to thank Governor Kathy Hochul for signing it into law today."

**Assemblymember Steven Otis said,** "Sudden cardiac arrest has a 90% fatality rate, but those outcomes can be improved when CPR and AED response occurs within three minutes of an episode. It is estimated that between 7,000 and 14,000 youth sudden cardiac arrests occur nationwide each year. This legislation will save lives by having youth sports groups and camps include AED coverage as part of their first aid plans. This important legislation was made possible through the advocacy of Dana Colasante and Alice Schoen, whose husband and son were saved by the presence of an AED at youth sports events. Tremendous thanks go to Governor Hochul, Project Adam, Saving Active Hearts, the American Heart Association, American Red Cross-NYS, Westchester Medical Center's Maria Fareri

Children's Hospital, other groups supporting this legislation, and my Senate colleague Shelley Mayer for supporting this life-saving reform."

**WMCHHealth Network President and CEO Michael D. Israel said,** "We know that when sudden cardiac events strike, the odds for survival are greatly improved when CPR is deployed and automated external defibrillators are nearby. As the founders of Project ADAM in New York where we work with area schools and sports teams on sudden cardiac arrest preparedness, we are delighted to partner on this bill with Gov. Kathy Hochul, Senator Shelley Mayer, Assemblyman Steve Otis, the American Heart Association and Damar Hamlin to make AEDs more widely available as well as equip, train and prepare others to join our cause of saving lives. The progress we're making to raise awareness about sudden cardiac events in children is a testament to Alice Schoen and Dana Colasante, who co-founded Project ADAM here at the Maria Fareri Children's Hospital."

**Project ADAM New York at Maria Fareri Children's Hospital Co-founders Dana Colasante and Alice Schoen said,** "After five years of advocating for awareness on the signs and risks of sudden cardiac arrest in children and how schools and youth sports leagues can prepare with accessible automated external defibrillators and CPR/AED training, we are thrilled that Governor Hochul signed Bill S7424 into law that will improve the cardiac chain of survival. There have been too many children on athletic fields and courts, at camps and at schools, who died and whose lives might have been saved had an AED been readily available. We are so grateful to Assemblyman Steve Otis and to Senator Shelley Mayer for championing this life-saving legislation."

**American Heart Association Westchester Board President Dr. Patrick Thomas said,** "The American Heart Association goal is to turn bystanders into lifesavers, so that in time of cardiac emergency anyone, anywhere is prepared and empowered to become a vital link in the chain of survival. We applaud the advocacy of Project ADAM NY in taking a step towards ensuring more access to AEDs at camps and youth sports program and we look forward to working with Governor Hochul and the legislature to continue to work to pass policies that will increase survival from sudden cardiac arrest."

## Contact the Governor's Press Office

 **Contact us by phone:**

Albany: [\(518\) 474-8418](tel:(518)474-8418)

New York City: [\(212\) 681-4640](tel:(212)681-4640)

 **Contact us by email:**

[Press.Office@exec.ny.gov](mailto:Press.Office@exec.ny.gov)

## 2020 Agreement between the Village of Mamaroneck and Sportime

WHEREAS, the Village of Mamaroneck, a New York municipal corporation with its principal office at Village Hall at the Regatta, 123 Mamaroneck Avenue, Mamaroneck, NY 10543 (the "Village") and Sportime Clubs, LLC, f/k/a Island Tennis, L.P., d/b/a Sportime, a New York limited liability company with offices at 320 Abrahams Path, P.O. Box 778, Amagansett, NY 11930 ("Sportime"), entered into an agreement on February 11, 2002, by which the Village granted a license to Sportime to use a portion of Harbor Island Park in the Village for, among other things, a multi-purpose recreational facility (the "2002 Agreement"), and

WHEREAS, the Village and Sportime agreed to amend the 2002 Agreement by agreement dated February 11, 2002 ("the 2002 Amendment"), and

WHEREAS, on April 22, 2009, the Village and Sportime executed a letter agreement further amending the 2002 Agreement ("the 2009 Agreement"), and

WHEREAS, on May 29, 2019, the Village and Sportime executed an agreement recognizing, among other things, that the Village will not interfere with Sportime's operation in Harbor Island Park through August 31, 2020 (the "2019 Agreement"), and

WHEREAS, on December 17, 2019, the parties entered into an agreement settling a dispute in arbitration (the "Settlement Agreement"), and

WHEREAS, pursuant to the 2019 Agreement, the term of the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement will end on August 31, 2020, and

WHEREAS, it is the mutual desire of the Village and Sportime that Sportime continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2020 through August 31, 2022, pursuant to this Agreement, which Agreement shall replace, in its entirety, as of the commencement of the term of this agreement, the 2002 Agreement, the 2002 Amendment, the 2009 Agreement, and the 2019 Agreement (once expired) (collectively, the "Prior Agreements"), and to waive any and all claims under the Prior Agreements.

NOW, THEREFORE, the Village and Sportime agree as follows:

1. **Term.** The term of this agreement will be from September 1, 2020 through August 31, 2022. Each year of the term, from September 1, 2020 through August 31, 2021 and from September 1, 2021 through August 31, 2022, is a "Term Year." There is no renewal option.

2. **Premises.** This agreement applies to the "Tennis Courts Concession" as identified on Schedule A (the "Tennis Facility"). It is intended to be the same premises that Sportime has occupied pursuant to the 2002 Agreement, the 2002 Amendment, the 2009 Amendment and the 2019 Agreement.

3. **Exclusive right to operate.** This Village grants to Sportime, and Sportime accepts from the Village, the exclusive right to operate the "Tennis Facility," in accordance with the terms of this agreement.

4. **Fee.** Sportime will pay to the Village a fee (the "Fee") for each Term Year in the amount of 12 percent of its gross sales, as defined below, during that Term Year, but in no event shall the Fee in a Term Year be less than \$150,000 (the "Minimum Annual Fee"). The Fee will be paid as follows:

a. Subject to the terms and conditions of this agreement, Sportime will pay the Minimum Annual Fee each Term Year in 12 equal installments of \$12,500, commencing on the first day of September of the Term Year and ending on the first day of August of the Term Year;

b. Sportime will pay the balance of the Fee, if any, within 120 days of the end of the Term Year, accompanied by the audited financial statement required by subparagraph 16(d) below.

c. For the purpose of this agreement, gross sales shall mean all revenue of whatever nature or kind derived from the operation of the Tennis Facility (without deduction or set off of any kind), including but not limited to fees for use of any portion of the Tennis Facility whether such fees are charged hourly, daily, weekly, monthly, annually or otherwise, sales of all merchandise, sporting goods, food, beverages or any other items.

d. All payments required to be made under this agreement must be made in the then legal currency of the United States.

5. **Waiver of Claims under Prior Agreements.** Each of the parties hereby irrevocably waive any claims of any kind or nature each may have under the Prior Agreements as of the date of this agreement, including without limitation any claim the Village may have to recover minimum annual fees greater than \$75,000 per year under the Prior Agreements. Notwithstanding the foregoing, Sportime acknowledges that it remains obligated to pay the minimum annual fee for the period governed by the 2019 Agreement at the rate of \$75,000 per year, payable in equal monthly installments of \$6,250. Any claim that arises under the 2019 Agreement between the date of this agreement and the date on which it expires must be asserted by November 30, 2020, or is irrevocably waived.

6. **Prohibited items.** In no event shall Sportime sell or offer for sale any alcoholic beverages or tobacco items at the Tennis Facility, nor shall Sportime place any outdoor vending machines on the Premises.

7. **Condition of the Tennis Facility at beginning of Term.** The Village will deliver the Tennis Facility to Sportime in its "as is" condition as of September 1, 2020. The Village makes no warranties as to the condition of the Tennis Facility. Sportime acknowledges that it has occupied the Tennis Facility since 2002, pursuant to the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement, and is fully familiar with its condition.

**8. Improvements to the Tennis Facility by Sportime.** Subject to the provisions of this Agreement, on or before December 31, 2020, Sportime will make improvements to the Tennis Facility that cost Sportime, in the aggregate, at least \$125,000 (the "Construction"). Sportime will provide to the Village itemized receipts for the improvements it makes. If, within the required time, Sportime does not make improvements that, in the aggregate, cost \$125,000, Sportime will pay to the Village, no later than January 31, 2021, an amount equal to the difference between the cost of the improvements it has installed and \$125,000.

a. Sportime must obtain the written approval of the Village Manager, and any building permit or other permit required by law, before making any improvements. The Village Manager's approval will not be unreasonably withheld or delayed. Notwithstanding the above, and in addition to routine maintenance and repair, the following are the improvements specifically contemplated by this section of this agreement, which improvements Sportime may undertake without further consent beyond this agreement:

- i. Upgrading the interior lighting in both air structures from current metal halite fixtures to LED fixtures, including replacing the 64 current fixtures with 80 new fixtures.
- ii. Any necessary cleaning and repair to the air structures, including 32 New D ring patches for the additional 16 light fixtures.
- iii. Maintenance and repair of inflation/heating units for air structures.
- iv. Reconditioning of courts, including all new lines.
- v. Cosmetic renovation of the interior of the club house, including new bathroom finishes.

b. The foregoing notwithstanding, Sportime may not change the tennis courts into any other kind of court, recreational facility or other facility.

c. Sportime will deliver to the Village, as and how the Village Manager reasonably directs, any items, including lighting fixtures and appurtenances, that Sportime removes from the Tennis Facility in the course of making the improvements.

d. The provisions of paragraph 9 notwithstanding, if Sportime installs new lighting fixtures at the Tennis Facility, including new lighting in the air-structures, between the date of this agreement and the end of the Term, Sportime may remove those lighting fixtures, and any appurtenances, such as attachment points and wiring, when it vacates the premises at the end of the Term. If Sportime fails to remove those lighting fixtures and appurtenances by the end of the Term, they will become the property the Village. If, in removing any of the fixtures or appurtenances as permitted by this subparagraph, Sportime makes any physical changes to any of the structures or improvements, Sportime will restore the structure or improvement to its condition on the date of this agreement.

9. *Condition of premises at end of term.* At the end of the Term, Sportime will vacate the premises, leave the air structures and inflation equipment at the Tennis Facility premises, and leave all of the structures, improvements, and playing surfaces, including the air structures and inflation equipment, intact, free and clear of any encumbrances, and in the same condition as they are on the date of this agreement, ordinary wear and tear excepted, except as provided in subparagraph 8(d).

10. *Indemnification.* To the maximum extent permitted by law, Sportime hereby assumes the entire responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, not caused by the Village, Village Employees, Village Officers and/or Village Consulting Engineers, to all persons, whether or not employees of the Sportime, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with (i) the Construction; (ii) the performance or intended performance of the Construction; (iii) the performance or failure to perform this Agreement; (iv) the operation of the Tennis Facility or (v) any occurrence which happens in or about the Tennis Facility and was caused by Sportime, its agents, invitees, suppliers, officers or employees either directly or through a subcontractor, or while any of Sportime's property, equipment or personnel is in or about such area. Except to the extent, if any, expressly prohibited by law, should any such damage or injury be sustained, suffered, or incurred by the Village, any Village Employee, Village Officer or Village Consulting Engineers or any of their assigns, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon any Village Employee, Village Officer or Village Consulting Engineers or any of their assigns alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Village, its Employees, Officers or Village Consulting Engineers their officers, agents, partners and/or employees (hereinafter collectively referred to as "Indemnitees"), Sportime shall indemnify, defend and save Indemnitee harmless of, from and against any and all loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims provided same has not been caused solely by Indemnitees; and Sportime agrees to assume, on behalf of any and all Indemnitees the defense (with counsel reasonably satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree award, or order that may be entered against each said Indemnitee in any such action or proceeding.

11. *Insurance.*

a. Sportime will maintain, throughout the Term, the following insurances in the following minimum coverages:

- i. Workers' Compensation:
  1. State: Statutory;
  2. Applicable Federal (e.g., Longshoremen's): Statutory
  3. New York State Disability Benefits: Statutory

4. Employer's Liability: \$100,000 per accident \$500,000 disease, Policy Limit \$100,000 each employee;
- ii. Comprehensive General Liability (including Premises-Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage), which can be satisfied by the combination of Sportime's basic coverage and its Umbrella Coverage currently in the amount of \$25,000,000:
  1. \$2,000,000 combined single limit for Bodily Injury and Property Damage (per occurrence and per location).
  2. \$2,000,000 Aggregate Products and Completed Operations (per occurrence and per location);
  3. Property Damage Liability Insurance shall provide X, C, and U coverage;
  4. Broad Form Property Damage Coverage shall include Completed Operations.
- iii. Contractual Liability:
  1. Combined single limit per occurrence per project for Bodily Injury and Property damage: \$1,000,000 each occurrence, \$2,000,000 aggregate.
  2. The General Contractor must hold the Owner harmless for a minimum limit of \$5,000,000 for bodily injury, property damage, and personal injury liabilities for claims arising out of the Contractor's and Subcontractor's operations. Furthermore, "Contractual Liability" is hereby defined to extend to include defense of the indemnity by endorsement.
- iv. Personal Injury, per occurrence: \$2,000,000 aggregate, together with Employment Practices Liability Coverage which satisfies the foregoing \$2,000,000 aggregate coverage;
- v. Business Auto Liability (owned, non-owned, and hired vehicles) Combined single limit for Bodily Injury and Property Damage: \$2,000,000, which can be satisfied by the combination of Sportime's basic coverage and its Umbrella Coverage currently in the amount of \$25,000,000.
- vi. If the General Liability Coverage are provided by a Commercial Liability policy, the:
  1. General Aggregate shall be not less than \$2,000,000, and it shall apply, in total, to this project only;
  2. Fire Damage Limit shall be not less than \$100,000 on any one legal fire;
  3. Medical Expense Limit shall be not less than \$10,000 on any one person.
- vii. Umbrella Excess Liability, Minimum:
  1. \$5,000,000 over primary insurance.
  2. \$10,000 retention for self-insured hazards each occurrence for bodily injury, personal injury, and property damage liability.

b. No insurance shall be carried with an insurer not licensed to do business in the State of New York or one who is not satisfactory to the Village.

c. Verification of Coverage: The Village shall have the right to inspect and approve insurance coverages above specified.

d. Certificates in duplicate, evidencing insurance coverage carried by Sportime and its Contractor, shall be filed with the Village before the commencement or construction. If requested by the Village, each certificate shall have attached to it a true copy of the policy or policies to which it refers.

e. The Village reserves the right, during the term of this agreement to require reasonable increases in insurance coverage which are consistent with the rates of coverage maintained by similar facilities in Westchester County.

12. **Non-discrimination.** Sportime shall, and shall cause all subcontractors to, comply with all requirements of the Village and of the law governing equal employment opportunity, affirmative action, and the subcontracting of work to minority-owned and women-owned business enterprises. Sportime shall incorporate the requirements of such agreement in every subcontract. At all times during the performance of its work under this agreement, Sportime shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination.

13. **Operation and management.** Sportime will operate the Tennis Facility as a "Family Tennis Club," offering individual and family memberships along with a wide variety of leagues and instructional programs for adults and children.

a. An indoor tennis season shall be conducted from approximately September 15th through May 15th during each Term Year. Outdoor operations shall be conducted at all other times except for the short period of time each year when the air structures are erected and taken down.

b. Except for closure due to weather or other emergency, Sportime shall operate all of the facilities described herein for no less than 350 days each year.

c. The hours of operation will be from 7:00 am until 11:00 pm during the indoor season, with the right to stay open until 1:00 am during the indoor season. Hours shall be reduced to the period from 7:00 am to dusk during the outdoor season.

d. Sportime shall maintain the air structures over the tennis courts during the indoor season.

e. No use of the tennis courts shall be permitted after dusk during the outdoor season and Sportime shall provide appropriate gates to secure the playing surfaces from unauthorized use.

There shall be no outdoor lighting of any playing surface. All lights at the Tennis Facility, except for security lights, shall be extinguished within one hour after the Tennis Facility is closed for business each night.

f. Sportime shall adequately staff the Premises at all times with staff appropriate in number and experience to provide professional service to those who use the facilities and shall have professional instructors on site to meet customer demand. Sportime shall designate an on-site management person for contact by the Village. The Village Manager shall be provided with a telephone number at which a responsible individual can be contacted for emergencies twenty four hours per day, seven days per week.

g. The Pro Shop shall be opened at reasonable times during regular business hours.

h. As a use accessory to the operation of the tennis courts, Sportime may sell sporting equipment and apparel, soft drinks and snack foods on site.

i. Sportime shall:

- i. offer memberships to Village residents who are not senior citizens at a rate equal to 10 percent less than the rate at which memberships are offered to non-residents;
- ii. waive any enrollment or initiation fees, currently between \$150-\$200, for Village residents;
- iii. offer memberships to Village residents who are senior citizens at the rates of \$250 for an individual and \$350 for a couple;
- iv. provide a 10 percent discount to Village residents on all product and programs in addition to membership fees;
- v. not increase its rates by more than 10 percent in any Term Year without demonstrating economic need for a greater increase in rates and obtaining the written approval of the Village Manager, which approval shall not be unreasonably withheld or delayed;
- vi. modify its website, its printed materials and its application forms to reflect prominently that Village residents are entitled to the discounts provided for in this agreement;
- vii. provide to the Village current information with respect to all of the services it offers and the charges for each of those services;
- viii. modify its requirements for reserving a tennis court to ensure that Village residents who are not Sportime members have the same rights as Sportime members to reserve tennis courts and to retain those reservations once made;
- ix. work with the Village Recreation Department to provide a free weekly group tennis clinic to children below the age of 18 who are residents of the Village, during the summer season of each Term Year;
- x. provide a free introductory tennis clinic to Village residents on four dates each Term Year; and

- xi. offer a "scholarship program" providing instruction, practice and facility use to children below the age of 18 who demonstrate financial need, in accordance with a mutually agreeable procedure to qualify residents for the scholarship program that is administered by the Village.

14. **Maintenance.** Sportime agrees to keep the Premises, and any immediately adjacent area around the Premises, clean and free of debris and refuse.

- a. Sportime shall, on a regular basis, clean all restrooms and locker rooms and inspect the entire Premises for debris and trash and collect same for proper disposal.

- b. Sportime shall maintain the Premises and all structures, playing surfaces and equipment in a condition which is clean, safe and usable for their intended purposes during the entire term of this agreement. In addition, Sportime shall maintain the Premises, structures, equipment and playing surfaces in such a manner as to be available and attractive to use by individuals and families, recognizing that the Premises are owned by the Village and must provide a clean, safe and wholesome environment for use by Village residents and visitors to the Village.

- c. Tennis surfaces shall be resurfaced no less than once every year by removing and replacing "dead" material, and more often if required to provide safe and usable facilities.

15. **Control of conduct.** Sportime agrees to take all appropriate measures to remove individuals who conduct themselves in a manner which is dangerous or unduly disturbing to others. Sportime shall refrain from conducting any business or activity which is not legal on the Premises and illegal use of the Premises is hereby prohibited.

16. **Books and records.**

- a. Sportime shall keep the following books and records for purposes of inspection by the Village at reasonable times and upon notice in writing of said request to inspect: (a) account books; (b) gross receipt statements; (c) audit books; (d) quarterly and annual tax returns; (e) sales tax returns; (f) contracts for court time and multi-sport use; (g) daily sheets for court and multi-sport utilization; and (3) invoices for purchase, by Sportime, of items sold on Premises. All information that is computerized shall be supplied in electronic format.

- b. At its own cost and expense Sportime shall furnish the Village with a statement of Gross Sales within sixty (60) days after the close of each month.

- c. As part of the submission required by paragraph 13(d), and at its own cost and expense, Sportime shall provide the Village with an audited statement of gross sales, certified by a public accountant (licensed in the State of New York), within one hundred twenty (120) days of the end of each Term Year and notify the Village prior to audit of the audit dates.

- d. At its own cost and expense Sportime shall provide the Village with complete audited financial statements, certified by a public accountant (licensed in the State of New York), for the Premises and Sportime within one hundred twenty (120) days of the end of each Term Year.

17. **Exclusive rights.** This agreement is exclusive to Sportime and Sportime specifically agrees not to let or grant any other party the use of the Premises for the same or any other business. If the Village enters into an agreement with any other party to operate a facility similar to the Tennis Facility, the Village shall give Sportime reasonable notice of its entering into that agreement. If Sportime reasonably believes such other operation shall have a material adverse impact on Sportime's operation of the Tennis Facility, the parties agree to negotiate such reasonable modifications of this agreement as will substantially remove such adverse impacts.

18. **No assignment.** This agreement is personal to Sportime and Sportime may not assign this Agreement to any other person, firm, partnership or corporation, including a corporate entity in which Sportime holds an interest. The foregoing notwithstanding, Sportime may assign this agreement to an affiliated entity in which Sportime continues to hold a majority interest, provided any such affiliated entity has a net worth at least equal to the net worth of Sportime.

19. **Limitation on alterations.** Except as provided in paragraph 8, Sportime will not add to or alter the Tennis Facility without the prior, written approval of the Village Manager, which approval shall not be unreasonably withheld or delayed, provided such changes are consistent with the purpose and intent of this agreement and do not adversely impact on the operation of Harbor Island Park.

20. **Default.**

a. If there is an event of default by Sportime, the Village may serve Sportime with a notice of default. Sportime shall have ten (10) days in which to cure a monetary default and twenty (20) days to cure a non-monetary default which is not, in the Village's sole determination, an emergency, in which case the Village shall give such notice as it deems appropriate. In the event a non-monetary default is not susceptible to cure within such twenty (20) day cure period, Sportime must diligently commence to cure such default within such twenty (20) day notice period and to diligently complete such cure within no more than thirty (30) additional days.

b. In the event Sportime believes that, in the case of a notice of a non-monetary default which does not involve what the Village reasonably believes to be an emergency, that Sportime is not actually in default, then in that event Sportime shall have ten (10) days from the date of such notice of default to inform the Village, in writing, of its objection to such notice of default and the grounds for such objection. In such case the parties shall during the fifteen (15) days following notice of objection from Sportime attempt to informally resolve their dispute (hereinafter "the Informal Dispute Resolution Period"). At the end of the Informal Dispute Resolution Period one of the following shall occur: (i) the Village shall withdraw the notice of default if the Village agrees with Sportime's objection, or (ii) Sportime shall immediately commence to cure the default and complete such cure within ten (10) days or if such cure is not susceptible to cure within ten (10) days Sportime shall diligently commence to cure such default within such ten (10) day period and diligently complete such cure within no more than thirty (30) additional days, or (iii) the parties shall have such other remedies as are provided for herein.

c. If the Village has not withdrawn its notice of default as provided for in subparagraph 17(b)(i), at the end of the applicable notice and cure periods set forth in subparagraphs 17(a) and (b), if Sportime has failed to cure such default the Village, at its option may, without further notice: (i) terminate this license agreement and take possession of the Tennis Facility, including all of the improvements and operate the Premises or license the Premises to another operator; and/or (ii) apply the security provided for herein to offset any loss or expense (including reasonable attorneys' fees) incurred as a result of the default of Sportime; and (iii) to commence an action to collect any loss or expense (including reasonable attorneys' fees) in excess of the amount of security along with all costs and expenses (including reasonable attorneys' fees) incurred in collecting such sums.

d. In the event of a default under the terms of this agreement by the Village, Sportime's sole remedy shall be to seek specific performance and if successful obtain costs and all reasonable attorney fees.

21. *Events of default.* The following shall constitute events of default under this agreement:

a. if default be made by Sportime in the performance or compliance with any of the covenants, agreements, terms or conditions of this agreement and such default shall continue beyond the applicable notice period provided for in paragraph 16;

b. if at any time during the Term there shall be filed by Sportime in any court pursuant to any statute, either in the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Sportime's property, or if Sportime makes an assignment for the benefit of creditors; or

c. if at any time during the term of this agreement there shall be filed against Sportime in any court pursuant to any statute, either in the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Sportime's property, and if Sportime shall fail to immediately seek dismissal of such proceeding, or if within sixty (60) days after the commencement of any such proceeding against Sportime the same shall not have been dismissed.

22. *Security.* Pursuant to the Prior Agreements, Sportime has deposited and the Village has held the sum of Fifty Thousand (\$50,000) as security to ensure the faithful performance of the terms and conditions of this agreement which sum has been and shall be held in an interest bearing account. The Village will continue to hold that security deposit. In the event of a default by Sportime in any condition of this agreement the Village may, in its sole discretion, use the security to remedy such default, and/or pay its expenses in remedying such default including reasonable attorney fees (all after the expiration of any applicable notice and cure periods provided for herein) without relieving Sportime of its obligations herein. In the event the Village uses the security as provided for herein and has not also terminated this agreement, Sportime shall, upon five (5) days written notice, deposit with the Village the full amount of the security utilized by the Village. In addition, at the time of execution of this agreement Sportime shall provide the Village with an audited financial statement demonstrating that Sportime's partners' capital/net worth, as of the end of calendar year 2019, is no less than Eight Million Four Hundred Thousand (\$8,400,000) Dollars

and Sportime's assets have a value of no less than of Thirty-two Million (\$32,000,000) Dollars. If at any time after the commencement of the term of this agreement Sportime's partners' capital/net worth falls below Eight Million Four Hundred Thousand (\$8,400,000) Dollars or the value of Sportime's assets fall below Thirty Two Million (\$32,000,000) Dollars, Sportime shall deposit with the Village the additional sum of Fifty Thousand (\$50,000) Dollars to be held as additional security until the end of the Term, unless otherwise utilized pursuant to the provisions of this Agreement.

**23. Return of security.** Upon completion of the term of this agreement and the submission by Sportime of the documentation and payments required by paragraphs 3 and 12, any portion of the security not used by the Village to remedy a default or pay the expense of remedying a default by Sportime shall be returned to Sportime with such interest as may have accrued.

**24. No joint venture.** It is specifically understood by and between the parties hereto that this Agreement does not constitute a joint venture and that Sportime shall remain solely liable for any damages arising out of its or its agents or employees' conduct with respect to the operations at the Premises.

**25. Utilities.** Sportime shall be solely responsible for the cost of all utilities at the Premises and shall maintain temperatures in the indoor facilities conducive to use for their intended purpose.

**26. Notices.** Notices pursuant to this Agreement shall be served in writing by certified mail, return receipt requested, at the addresses first above written with copies to the Village Attorney at the Village Offices and to the attorneys for Sportime, DelBello, Donnellan, Weingarten, Wise & Wiederkehr, LLP, attention David A. Newberg, Esq., One North Lexington Avenue, White Plains, New York 10601, or such other address as any of the parties may designate in writing.

**27. Taxes.** Sportime shall be responsible for all sales, income and other taxes due and owing as a result of the operations at the Premises.

**28. No assignment or liens.** Sportime shall not assign, mortgage or pledge this agreement nor let or underlet the whole or any part of the Premises. Sportime shall not grant or permit any lien to be placed upon the Premises. In the event a lien is placed upon the Premises, Sportime shall, within five (5) days of the placement of such lien, satisfy or bond the lien in an amount equal to one and one halftimes the amount claimed in such lien.

**29. No signs.** No signs shall be placed at the entrance to Harbor Island Park and except for directory the signs the only sign to be placed on the Premises shall be a single identifying sign no more than four feet by four feet square. All permitted signs shall be approved by the Village Manager before being placed, which approval shall not be unreasonably withheld.

**30. Parking.** Sportime members and patrons will be permitted to park in Village parking facilities in Harbor Island Park, as follows: (a) Sportime members with a Sportime membership card will receive a four-hour temporary parking pass upon entering Harbor Island Park; (b) any patron who informs the parking booth attendant that he or she is going to Sportime, and any person picking up or dropping off a participant in Sportime camp, will receive a 15-minute temporary

parking pass upon entering Harbor Island Park; (c) Village residents who participate in a Village Recreation/Sportime tennis clinic will receive a two-hour parking pass upon entering Harbor Island Park; and (d) the Village will provide Sportime with 12 seasonal parking placards permitting parking in Harbor Island Park for Sportime employees' use only. Sportime will pay the Village \$12,000 on the first day of each Term Year for these privileges. The Village does not guarantee either the number or availability of parking spaces at any time.

31. **Special events.** From time to time the Village holds events at Harbor Island Park which bring large numbers of individuals to the Park. Should Sportime hold special events which also bring large numbers of individuals to the Park at the same time, there will be inadequate parking at the Park, which will result in difficulty for anyone seeking to use the Park. The Village shall notify Sportime at least four (4) months in advance of the scheduled date of any such event. Upon receipt of such notice Sportime shall refrain from scheduling any event on the same date which would bring larger numbers of people to the Premises than would ordinarily be present. For the purpose of this paragraph, by example without limiting the nature thereof, the sort of events the Village will hold are the Fireman's Carnival which runs for two weeks each year and the sort of events which would be incompatible, if run at the same time by Sportime, are end of season parties and league playoffs.

32. **Arbitration.** In the event of a dispute between the parties over any terms or conditions of this agreement, where there is not otherwise a provision for resolution of such dispute contained herein, such dispute shall be resolved by a single arbitrator of the American Arbitration Association ("AAA") at its White Plains office, in accordance with the AAA rules then in effect. Such arbitration shall be requested within ninety (90) days of written notice of any dispute and upon the making of a request for arbitration by either party all actions or proceedings over the subject matter to be arbitrated shall be stayed. In the event of arbitration, the parties shall share equally the arbitrator's fees. The decision of the arbitrator shall be final and binding upon the parties and may be entered in any court of competent jurisdiction.

33. **No representations.** Sportime acknowledges that it has made its own investigation of the condition and suitability of the Premises for the proposed improvements and operations and that it has not relied upon any representations of the Village as to the fitness thereof and that by taking possession of the Premises and fixtures Sportime accepts them "as is".

34. **Representations by Sportime.** As a material inducement to the Village to enter into this agreement, Sportime represents and warrants to the Village as follows:

a. Sportime is duly organized and validly existing under the laws of the State of New York.

b. Attached hereto as Exhibit "D" is a true, correct and complete copy of Sportime's audited financial statements for the year ended December 2019. As of the date of this agreement, Sportime's partners' capital net worth has been no less than Eight Million Four Hundred Thousand (\$8,400,000) Dollars and Sportime has assets valued at not less than \$32,000,000.

c. There are presently no liens or other encumbrances on the structures, improvements, playing surfaces and fixtures.

35. *Representations by the Village:* The Village represents and warrants to Sportime as follows:

a. Representatives of the Village have visited and inspected various of Licensee's currently operating facilities and have determined in its sole discretion that such facilities meet the Village's expectations for cleanliness, safety and appearance.

b. The Village has duly authorized entry into this agreement and performance by the Village of its obligations hereunder.

36. *Miscellaneous.*

a. Sportime shall not occupy or use the Premises, nor permit the same to be occupied or used for any business deemed extra hazardous on account of fire or otherwise.

b. At the end of the term or sooner expiration of this agreement, Sportime will quit and surrender the Premises in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted and may remove only inventory and personal property, which personal property includes the lighting equipment referenced in subparagraph 8(b). At that time, all structures, improvements, playing surfaces and fixtures shall remain and become the property of the Village.

c. Sportime must give the Village prompt notice of fire, accident, damage or dangerous or defective condition.

d. Sportime hereby assumes the risk of all damage to the Premises during the term of this agreement. In the event of fire or other casualty, Sportime shall not be relieved of its obligation to pay the Minimum Annual Fee and shall promptly restore all damaged facilities.

e. The Village shall have the right to enter in and upon the Premises at all reasonable hours of the day during the term of this Agreement to ascertain if the Premises are kept in proper repair and condition.

f. Sportime waives all rights to redeem under any law of the State of New York, if it is found such rights exist by a court of competent jurisdiction.

g. (i) Subject to the provision of 36.g.(ii), below, Sportime and the obligation of Sportime to perform all of the covenants and agreements hereunder on the part of Sportime to be performed shall in no way be affected, impaired or excused because the Village is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied if the Village is prevented or delayed from so doing by reason of governmental preemption in connection with a State of Emergency declared by the Governor of the State of New York,

National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency, court or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

(ii) In the event that Sportime is not permitted to operate the Premises on account of any order or direction of any governmental authority related to the Coronavirus Pandemic or any action taken by the Village in response to any emergency declaration or order made pursuant to the preceding subparagraph (i) related to the Coronavirus Pandemic (each, an "Applicable Event"), Sportime shall not be required to pay the Monthly Installment of the Minimum Annual Fee at the time it is due for up to four consecutive months while the Applicable Event is ongoing. The total amount of such monthly fees shall, however, be paid to the Village by the end of the year of the Term during which such months occurred so that, subject to the next succeeding sentence, the Village shall have received the entire Minimum Annual Fee by the end of such year. If, on account of an Applicable Event, Sportime is unable to operate the Premises for longer than four consecutive months, Sportime shall have the right and option to terminate its obligations under this Agreement without further monetary obligations to the Village, except any monetary obligation that accrued prior to commencement of the four consecutive month period. Sportime must exercise its option to terminate, if at all, within 10 days of the end of the four consecutive month period. If Sportime fails to do so, the option to terminate is waived and Sportime will be obligated, commencing immediately, to pay Monthly Installments of the Minimum Annual Fee, but will not be required to pay the Minimum Annual Fee for the four consecutive month period.

h. The failure of either party to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies of such party, and shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

i. This agreement constitutes the entire understanding between the parties hereto and may only be changed by a writing signed between the parties hereto.

j. This agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed agreement and shall be considered a single document.

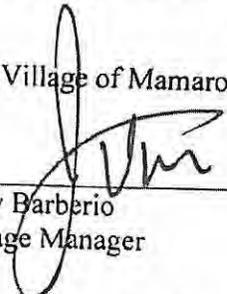
k. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.

l. This agreement has been drafted by counsel for both parties, and, accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party based upon a claim as to the party who drafted the language.

m. Sportime shall deliver to the Village copies of all plans, reports, permits and approvals obtained by Sportime in connection with the Premises. In the event of termination of this

agreement for any reason, Sportime hereby unconditionally assigns to the Village all of Licensee's right, title and interest in such items.

The Village of Mamaroneck

By:   
Jerry Barberio  
Village Manager

Sportime Clubs, LLC, f/k/a Island  
Tennis, L.P., d/b/a Sportime

By:   
Claude Okin  
President and CEO

Dated: May 27, 2020

**2021 Agreement between the Village of Mamaroneck and Sportime**

WHEREAS, the Village of Mamaroneck, a New York municipal corporation with its principal office at Village Hall at the Regatta, 123 Mamaroneck Avenue, Mamaroneck, NY 10543 (the "Village") and Sportime Clubs, LLC, f/k/a Island Tennis, L.P., d/b/a Sportime, a New York limited liability company with offices at 320 Abrahams Path, P.O. Box 778, Amagansett, NY 11930 ("Sportime"), entered into an agreement on February 11, 2002, by which the Village granted a license to Sportime to use a portion of Harbor Island Park in the Village for, among other things, a multi-purpose recreational facility (the "2002 Agreement"), and

WHEREAS, the Village and Sportime agreed to amend the 2002 Agreement by agreement dated February 11, 2002 ("the 2002 Amendment"), and

WHEREAS, on April 22, 2009, the Village and Sportime executed a letter agreement further amending the 2002 Agreement ("the 2009 Agreement"), and

WHEREAS, on May 29, 2019, the Village and Sportime executed an agreement recognizing, among other things, that the Village will not interfere with Sportime's operation in Harbor Island Park through August 31, 2020 (the "2019 Agreement"), and

WHEREAS, on December 17, 2019, the parties entered into an agreement settling a dispute in arbitration (the "Settlement Agreement"), and

WHEREAS, pursuant to the 2019 Agreement, the term of the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement will end on August 31, 2020, and

WHEREAS, on May 27, 2020, the parties entered into an agreement entitled "2020 Agreement between the village of Mamaroneck and Sportime" (the "2020 Agreement"), a copy of which is attached as Exhibit A, which gave Sportime the right, subject to the terms of the agreement, to continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2020 through August 31, 2022, and

WHEREAS, the parties now mutually desire to extend the 2020 Agreement for two years, from September 1, 2022 through August 31, 2024.

NOW, THEREFORE, the Village and Sportime agree that the term of the 2020 Agreement is extended, upon the same terms and conditions, from September 1, 2022 through August 31, 2024.

The Village of Mamaroneck

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

Jerry Barberio  
Village Manager

Sportime Clubs, LLC, f/k/a Island  
Tennis, L.P., d/b/a Sportime

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

Claude Okin  
President and CEO

Dated: November \_\_, 2021

## Chapter 260. Parks

[HISTORY: Adopted by the Board of Trustees of the Village of Mamaroneck 9-14-1988 by L.L. No. 15-1988, effective 9-19-1988. Amendments noted where applicable.]

### § 260-1. Applicability.

This chapter shall apply to all parks owned, operated, licensed, used or otherwise under the control or supervision of the Village of Mamaroneck.

### § 260-2. Hours.

Village parks shall open at 7:00 a.m. ~~and shall close at 10:00 p.m.~~<sup>1</sup><sub>2</sub>

### § 260-3. Prohibitions.

The following acts are prohibited within Village parks, and no person shall:

- A. Cut, break or in any way injure or deface grass, shrubs, flowers, trees, plants, posts, railings, chains, lamps, lampposts, benches, signs, tree guards, buildings, structures or any other property in or upon any Village park or of any paths, roads or roadways upon or across the same.
- B. Distribute or display any commercial advertising material or post any sign or placard of any type whatsoever in any Village park without previous permission therefor from the ~~Recreation and Parks Commission~~<sup>3</sup>.
- C. Have or carry while in a park, whether concealed on his person, any pistol, air rifle, spring gun or other instrument or other weapon in which the propelling force is air or a spring other than an explosive, without previous permission therefor from the ~~Recreation and Parks Commission~~<sup>4</sup>.
- D. ~~Operate any hand sleds, bobs, carts, snowmobiles or similar type vehicles, motorcycles, minibikes, trailbikes, motor scooters, all-terrain vehicles or other vehicles on wheels or runners in any park, except at such places as may be designated therefor.~~<sup>5</sup>
- E. Use any bathing beach, tennis court, athletic field, parking space or other park facilities without the permission of the ~~Recreation and Parks Commission~~<sup>6</sup>.
- F. Cause or permit any dog ~~or other animal owned~~ by ~~him/her~~ or under his/her custody or control to be in or upon any public park, recreation area, athletic field or beach in the Village of Mamaroneck, except as follows:  
[Amended 12-15-1998 by L.L. No. 13-1998, effective 12-21-1998; 3-10-2003 by L.L. No. 1-2003, effective 3-20-2003<sup>11</sup>; 3-27-2013 by L.L. No. 4-2013, effective 4-4-2013; 10-13-2020 by L.L. No. 3-2020, effective 10-20-2020]

(1) In Harbor Island Park, between May 1 and November 1, a person holding a valid mooring or municipal dock permit may escort the dog ~~or other animal~~ directly to and from a boat, on a leash not exceeding six feet in length.

(2) In Harbor Island Park, year round, between 7:00 a.m. and ~~dark~~<sup>10</sup>, ~~dogs~~<sup>11</sup> are permitted in all areas of the park other than the playing fields, playgrounds and the beach when under the supervision of a person having custody or control of the dog and on a leash not exceeding six feet in length.

# Summary of Comments on Village Code\_Chapter 260\_Parks\_PRC Edits\_5-3-2023 Meeting.pdf

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Page: 1

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Number: 1 Author: jpinto Subject: Cross-Out Date: 3/29/2023 5:42:33 PM

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Number: 2 Author: jpinto Subject: Inserted Text Date: 3/29/2023 5:48:12 PM

March 16th to October 31st All Parks shall close at 9:00 p.m. with the exception of Harbor Island Park and Columbus Park.

November 1st to March 15th All parks shall close at 6:00 p.m. with the exception of Harbor Island Park and Columbus Park

Harbor Island and Columbus Park can close later then 10:00 p.m. if authorized by recreation department or village manager.

Number: 3 Author: jpinto Subject: Cross-Out Date: 3/29/2023 5:53:09 PM

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Recreation Department and or Village Manager

Number: 4 Author: jpinto Subject: Cross-Out Date: 3/30/2023 10:38:20 AM

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Recreation Department and or Village Manager

Number: 5 Author: jpinto Subject: Comment on Text Date: 3/29/2023 5:56:05 PM

Consider moving or combining t 260-5 l - Vehicles. Repetitive text.

Number: 6 Author: jpinto Subject: Cross-Out Date: 3/30/2023 10:39:03 AM

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Recreation Department and or Village Manager

Number: 7 Author: jpinto Subject: Cross-Out Date: 5/4/2023 9:33:09 AM

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Number: 8 Author: jpinto Subject: Comment on Text Date: 3/29/2023 5:58:36 PM

Considering Changing to Persons.

Number: 9 Author: jpinto Subject: Cross-Out Date: 5/4/2023 9:34:00 AM

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Number: 10 Author: jpinto Subject: Comment on Text Date: 3/29/2023 5:59:26 PM

Remove Dusk. 10:00 p.m.

Number: 11 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:00:25 PM

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and or other animal.

(3) In Harbor Island Park and in Columbus Park, Village-issued volunteer or contracted "Goose Corps" licensed dogs are allowed to run off-leash to chase geese and other nuisance animals out of the parks, and Goose Corps dogs are allowed on the Harbor Island Beach for this purpose.

(4) Police dogs are exempt from any prohibitions under this chapter.

[1] *Editor's Note: By resolution adopted 6-25-2012 (a complete copy of which is on file in the Village offices), certain dog walking prohibitions in Harbor Island Park were suspended through 6-30-2013, unless extended or rescinded.*

- G. Permit any animal owned, kept or harbored by him to <sup>[1]</sup>coil, deface or commit any nuisance in any public park or recreation area located within the Village of Mamaroneck.
- H. Use, ride or drive a horse in any Village park.
- I. Throw, drive, cast, catch, kick or strike any ball of any kind or other object, except in areas designated or maintained therefor.
- J. ~~Use ice skates or roller skates in the parks, except at such places as may be designated therefor.~~
- K. Remain on the beach, bathe, wade or swim in any park waters or waters adjacent thereto, except at such times and in such places as the Recreation and Parks Commission may designate and unless so covered with a bathing suit as to prevent any indecent exposure of the person.
- L. Dress or undress in the parks, except in such bathhouses as may be maintained by <sup>[4]</sup>~~the Recreation and Parks Commission~~ or at such places as may be designated for that purpose by the <sup>[5]</sup>~~Commission.~~
- M. Be entitled to use the facilities of any of the parks of the Village which require a permit, pass or ticket therefor, without first having a valid permit, pass or ticket issued to him. If such a permit holder causes or allows such a permit, pass or ticket issued to him to be used by any person not lawfully entitled to use same, such permit, pass or ticket shall be forfeited.
- N. Have charge of, run or drive a boat propelled by steam, naphtha, gasoline, diesel, propane, electric or other motor or engine in, on or upon any waters subject to the jurisdiction of the <sup>[6]</sup>~~Recreation and Parks Commission~~, unless he shall first have obtained a permit therefor from the <sup>[7]</sup>~~Commission.~~
- O. Row or paddle a boat, canoe or raft in or upon any waters subject to the jurisdiction of the Recreation and Parks Commission, unless he shall first have obtained a permit therefor from the Commission.
- P. Burn or allow or permit the burning of an outdoor fire, gas grill, charcoal or wood stove, with the exception of recreational fires which have been approved in advance by the <sup>[8]</sup>~~Recreation and Parks Commission~~ and/or the Village Manager.
- Q. Conduct any commercial enterprise without the advance written approval of the Village Manager.  
[Added 9-26-1994 by L.L. No. 8-1994, effective 10-3-1994]
- R. <sup>[9]</sup>Feed any geese or other waterfowl.  
[Added 9-26-1995 by L.L. No. 12-1995, effective 10-2-1995]
- S. Smoke or burn tobacco, a tobacco substitute, or cannabis or concentrated cannabis as defined in Cannabis Law § 3; carry burning tobacco, a tobacco substitute, or concentrated cannabis as defined in Cannabis Law § 3 in the form of a cigarette, cigar, pipe or any other smoke-producing product or device; use electronic cigarettes, vapes, or other similar products that rely on vaporization or aerosolization; or dispose of tobacco or cannabis products, lit or unlit, including cigarette butts, cigar butts, electronic cigarettes, vapes, or other similar products, <sup>[10]</sup>except in containers designated for that purpose.  
[Added 4-16-2014 by L.L. No. 6-2014, effective 4-30-2014; amended 2-14-2022 by L.L. No. 3-2022, effective 2-28-2022]

## § 260-4. Restricted conduct.

- A. Any person who, with intent to provoke a breach of the peace or whereby a breach of the peace may be occasioned, commits any of the following acts within a Village park shall be deemed to have committed the offense of disorderly conduct:

## Page: 2

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Number: 1	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:02:32 PM
Remove Soil? What about dogs urinating in the park?			
Number: 2	Author: jpinto	Subject: Cross-Out	Date: 5/4/2023 9:36:32 AM
PRC Felt this was antiquated			
Number: 3	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:05:37 PM
Why can't people roller skate in the parks?			
Number: 4	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:40:06 AM
Number: 5	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:40:41 AM
Recreation Department and or Village Manager			
Number: 6	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:41:33 AM
Recreation Department and or Village Manager			
Number: 7	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:41:38 AM
Recreation Department and or Village Manager			
Number: 8	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 11:11:09 AM
Recreation Department and or Village Manager			
Number: 9	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:08:10 PM
Wildlife of any-kind,			
Number: 10	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:11:02 PM
Why except in designated containers? Should be no containers designated if it is against the code to smoke in Village Parks.			

- (1) Congregates with others, or who is alone in a park, and refuses to move on when ordered by any police officer, park patrolman or any peace officer.
  - (2) By his actions causes a crowd to collect, except when a permit has been issued to address such a crowd.
  - (3) Stations himself in a park or follows pedestrians or passengers in any vehicle for the purpose of soliciting contributions in a park without a permit.
  - (4) <sup>1</sup>Throws stones or other objects.
  - (5) Interferes with, encumbers, obstructs or renders dangerous any drive, path, walk, lawn, park or public place.
  - (6) Climbs upon any wall, fence, shelter, seat, statue, tree, shrubbery or other objects.
  - (7) Enters or leaves, except at designated entranceways or exits.
  - (8) Introduces, carries or fires any firecrackers, torpedoes, fireworks or pistols without possession of a valid permit.
  - (9) <sup>2</sup>Lays games of chance, except by permit.
  - (10) Participates in the conduct of a lottery without a permit.
  - (11) Uses or operates any slot machine, gaming table or instrument of chance without a permit.
  - (12) Tells fortunes or futures.
  - (13) Spits upon any walk, crossing, safety zone or the floors of any structures, bridge, platform or stairway.
  - (14) Casts, throws or deposits on any drive, walk, crossing, path, safety zone, floor park surface or bathing beach any food, glass, paper or other litter.
  - (15) Leads, takes, allows or permits any dog or other animal on any bathing beach or in the waters adjacent thereto, notwithstanding the provisions of Subsection A(6), (7) and (8) of this section.<sup>[1]</sup>
    - [1] *Editor's Note: By resolution adopted 6-25-2012, certain dog walking prohibitions in Harbor Island Park are suspended through 6-30-2013, unless extended or rescinded. A complete copy of the resolution is on file in the Village offices.*
  - (16) <sup>3</sup>Possesses any open container containing any alcoholic beverage other than at a Village-approved function where prior approval to have alcoholic beverages has been given and subject to any requirements of the New York State Liquor Authority.
- B. No person shall remain in any park in a vehicle or otherwise between the hours of <sup>4</sup>4:00 p.m. and 7:00 a.m., except at a Village-approved function and no later than 30 minutes after the closing of such function.
- C. No person shall, without the permission of the <sup>5</sup>~~Recreation and Parks Commission~~, erect in any park any structure, stand or platform, hold any meetings, picnics, perform any ceremony, make a speech, address, harangue or exhibit to the public any dramatic performance or the performance in whole or in part of any play, farce, minstrelsy, dancing, entertainment, motion pictures, circus or any other exhibition of acrobatics; engage in any parade, drill, maneuver or civic or other procession; or run or race any horse or other animal or, being in a vehicle, race with another vehicle or horse, whether such race is founded on any stake, bet or otherwise.
- D. <sup>6</sup>No person, except by printed or written sign or signs, the form thereof to be approved by the Recreation and Parks Commission, shall solicit passengers for any automobile, coach, taxicab, omnibus or other vehicle.
- E. <sup>7</sup>No person shall eat any basket lunch or hold, conduct or participate in a basket party on any part of the beach or elsewhere in a park, except in such portions designated and allotted for such purposes by the Recreation and Parks Commission.

- 
-  Number: 1 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:14:38 PM  
Repetitive to 260-3- I. What is the difference between prohibitions and restricted conduct?
- 
-  Number: 2 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:17:41 PM  
Can we combine 9 to 12 as one?
- 
-  Number: 3 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:23:49 PM  
Needs to include consumption and distribution of alcohol beverages. Its not just possession of alcohol.
- 
-  Number: 4 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:20:32 PM  
Should be same a parks closing times in section 260-2 - park hours.
- 
-  Number: 5 Author: jpinto Subject: Cross-Out Date: 3/30/2023 10:45:28 AM  
Recreation Department and or Village Manager
- 
-  Number: 6 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:31:07 PM  
Clarify the difference with 260-4 A3. 260-4D.
- 
-  Number: 7 Author: jpinto Subject: Comment on Text Date: 5/4/2023 9:40:18 AM  
PRC would like to define picnic. No group of more than 10 people without permission or permit from Recreation department or Village Manager.
- What is the difference between a basket party and picnic. Can we define what a picnic?
- 
-  Author: jpinto Subject: Sticky Note Date: 3/30/2023 10:54:41 AM  
Recreation Department and or Village Manager

- F. No person shall fail, neglect or refuse to comply with or obey the lawful direction or command of any park patrolman, official or attendant of any instruction, direction, regulation, warning or prohibition written or printed, displayed or appearing in a park or in any enclosure, building or other structure or in any part thereof.
- G. No person shall sell or offer for sale any object or merchandise or any other thing, whether tangible or intangible, nor perform any personal service for hire in any park, except under a written permit by the Recreation and Parks Commission and then only at the place or places designated in the permit.
- H. No person shall engage in toy or model aviation or radio-controlled aircraft or rockets and parachutes, model boating or model automobiling, except at such times and at places designated and maintained therefor by permit.
- I. No unauthorized person shall harm, disturb or annoy any wildlife which may exist in the parks.

## § 260-5. Vehicles.

- A. The Village shall have the authority to regulate vehicular traffic around Village park areas.
- B. No vehicles shall be allowed in a park, except at places designated therefor.
- C. No person shall drive, operate or cause to remain in a park during any part of the period between 4:00 p.m. and 7:00 a.m. any vehicle, the lights of which are not displayed in the same manner as lights are required to be displayed upon vehicles when used on public highways.
- D. Whenever any park patrolman, official or attendant shall indicate or direct by gesture or otherwise that the speed of a vehicle shall be checked or stopped or its course altered, the driver thereof shall immediately obey such direction.
- E. No person shall fail, neglect or refuse to comply with any instruction, direction or regulation displayed upon any post, standard sign or marking on any drive or other device installed or placed for the regulation of traffic in a park.
- F. No person shall cause or permit a vehicle in tow of another vehicle to enter a park or proceed therein, except that, in case of a breakdown, a disabled vehicle may be towed to the nearest exit.
- G. No person shall ride a bicycle, tricycle or other self-propelled or motor-driven vehicle or toy upon any walk or footpath.
- H. No person shall operate or park a motor vehicle in a park with any object placed or hung in or upon the vehicle, except required or permitted equipment of the vehicle, in such a manner as to obstruct or interfere with the view of the occupants through the windshield or to prevent them from having a clear and full view of the area surrounding such vehicle.
- I. No person shall operate or drive a motor vehicle, trailer, snowmobile, all-terrain vehicle or motorbike over any grass area in any park in the Village or park a motor vehicle, trailer, snowmobile, all-terrain vehicle or motorbike upon any grass area in any park in the Village, except by permission received from the Village Manager or by Village employees engaged in park maintenance.
- J. No person shall park any motor vehicle upon any road, path or place in any Village park, except in such places therein designated as parking areas.
- K. Parking permit areas are established within the Harbor Island Park, with fees as set forth in Chapter A347 of the Village Code for such permits, with penalties as set forth in § 326-66.  
[Added 5-27-2010 by L.L. No. 15-2010, effective 6-11-2010]
  - (1) Parking permits are required for all vehicles parking for the following uses and the following time frames:
    - (a) Parking for use of the Harbor Island boat ramp from January 1 through December 31.
    - (b) Parking for use of the Harbor Island Beach starting on the Saturday immediately preceding Memorial Day through Labor Day.

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 Number: 1      Author: jpinto      Subject: Comment on Text      Date: 3/29/2023 6:37:00 PM  
Harbor Island Park Speed Limit

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 Number: 2      Author: jpinto      Subject: Comment on Text      Date: 3/29/2023 6:36:08 PM  
Times need to be consistent with 260-2 hours.

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 Number: 3      Author: jpinto      Subject: Comment on Text      Date: 3/29/2023 6:38:18 PM  
Add parking to ride. Add e-bikes and electric scooters to the list.

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(2) Parking permits may be required for trips originating from and returning to Harbor Island Park for special events and trips, at rates established by the Village Manager.

- L. Exceptions to parking permit requirements within Harbor Island Park may be authorized by the Village Manager upon request.

[Added 5-27-2010 by L.L. No. 15-2010, effective 6-11-2010]

## § 260-6. Aircraft.

- A. No person shall bring, land or cause to descend or alight within or upon a park or any portion thereof any airplane, helicopter, flying machine, balloon, parachute or other apparatus for aviation.
- B. No person shall operate any airplane, flying machine, balloon or other apparatus for aviation over any park of the Village of Mamaroneck at an altitude of less than 1,000 feet above the ground.
- C. No person operating any airplane, flying machine, balloon or other apparatus for flying shall engage in any stunt flying or in the giving of any aerial exhibition over any park in the Village of Mamaroneck without first obtaining a permit therefor from the ~~Recreation and Parks Commission~~.

## § 260-7. Enforcement.

[Amended 3-27-2013 by L.L. No. 4-2013, effective 4-4-2013]

- A. Members of the Village of Mamaroneck Police Department and any other police agency or peace officer acting under authority of the Village of Mamaroneck Police Department, and the Village of Mamaroneck Harbor Master, shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.
- B. The Chief of Police, or his designated representative, and the Village Manager, or his designated representative, shall, in the interest of public safety, have the authority to close a park to the public in the event of an emergency.
- C. Members of the Village of Mamaroneck Police Department and any other police agency or peace officer acting under authority of the Village of Mamaroneck Police Department, and the Village of Mamaroneck Harbor Master, shall have the authority to eject from a park any person acting in violation of this chapter.
- D. Any police officer, auxiliary police officer or peace officer acting under authority of the Village of Mamaroneck Police Department shall have the power to seize and confiscate any property, contraband, thing or device in a park, which is used in violation of this chapter.
- E. The Village of Mamaroneck reserves the right to revoke any permit issued, as provided for herein, if the permittee is determined to be in violation of any of the provisions of this chapter by the Recreation and Parks Commission, after a hearing upon due notice to the permit holder, who shall be afforded an opportunity to be heard in his defense.

## § 260-8. Penalties for offenses.

[Amended 3-27-2013 by L.L. No. 4-2013, effective 4-4-2013]

- A. A violation of any provision of this chapter shall be punishable by a fine not to exceed \$250, or by imprisonment for not more than 15 days, or both. Further, where appropriate, those found guilty of committing acts of defacement or vandalism may be required to restore the property so damaged.
- B. In addition, a violation of this chapter shall constitute disorderly conduct, and the person violating same shall be a disorderly person.

*Group had general notes about pronouns and consistency thought out the code. I.E. use persons or person instead of she/him/her/his etc.*



# Mamaroneck Greenways

Committee for the Environment presentation  
to Village of Mamaroneck Board November 27, 2023

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- 5 Detail Map of Central Area of Greenway
- 6 Detail Map of North Area of Greenway
- 7 Rockland Pocket Preserve – photos & background (Site 1)
- 8 Rockland-Sheldrake Birdwalk – Site Plan (Site 3)
- 9 Rockland-Sheldrake Birdwalk – photos & background (Site 3)
- 10 Sheldrake River Walkway – photos & background (Site 4)
- 11 Salt Shed Park – Site Plan (Site 5)
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- 13 Plaza Walkway to Columbus Park – photos & background (Site 9)
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- 20 Expanding Ward Park, Creating Pathways North & South – photos & bckgrnd (Sites 18 & 19)
- 21 First Street Pocket Park – photos & background (Site 21)
- 22 Mamaroneck River Walkway & Grove Street Park – photos & background (Sites 22 & 23)

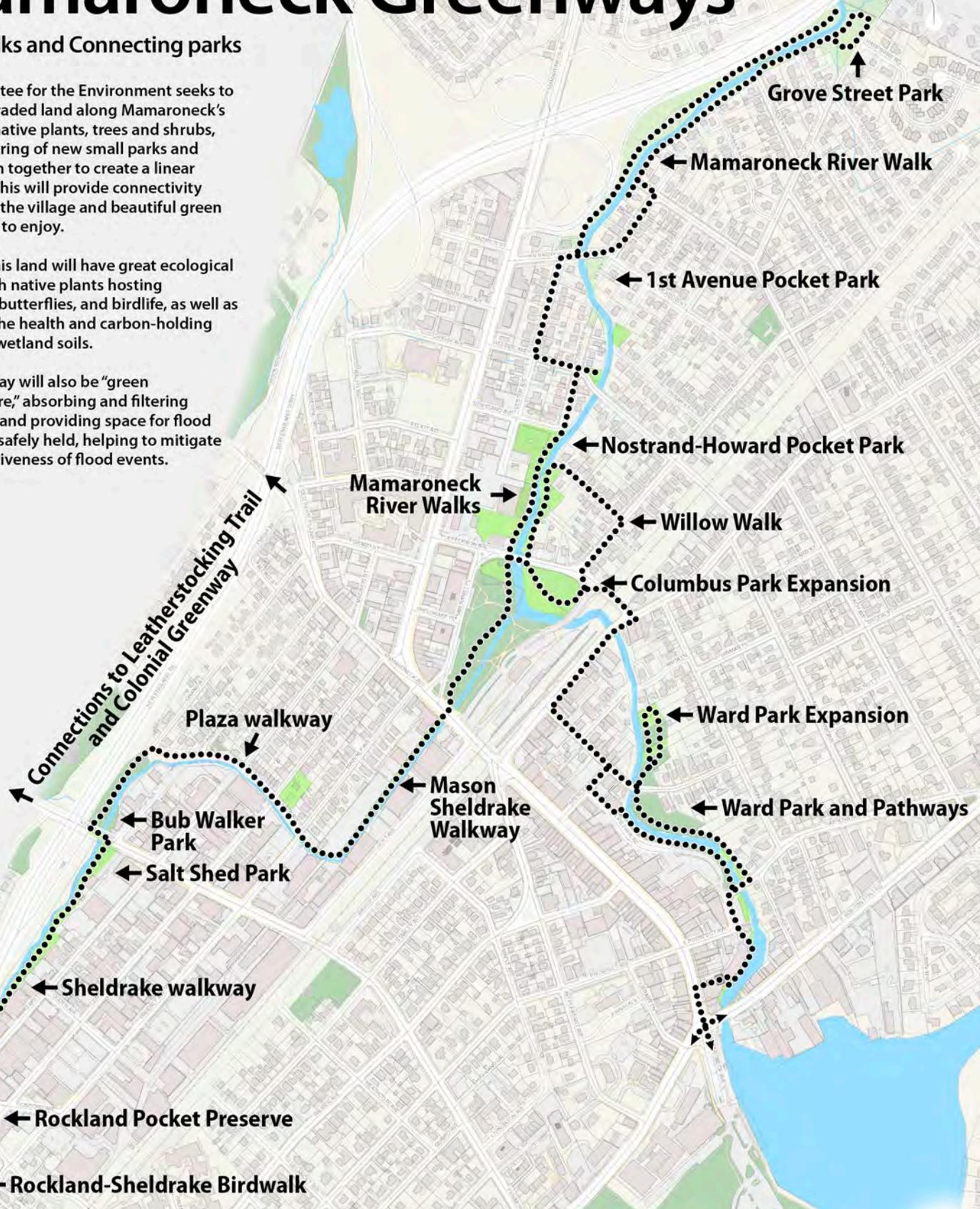
# Mamaroneck Greenways

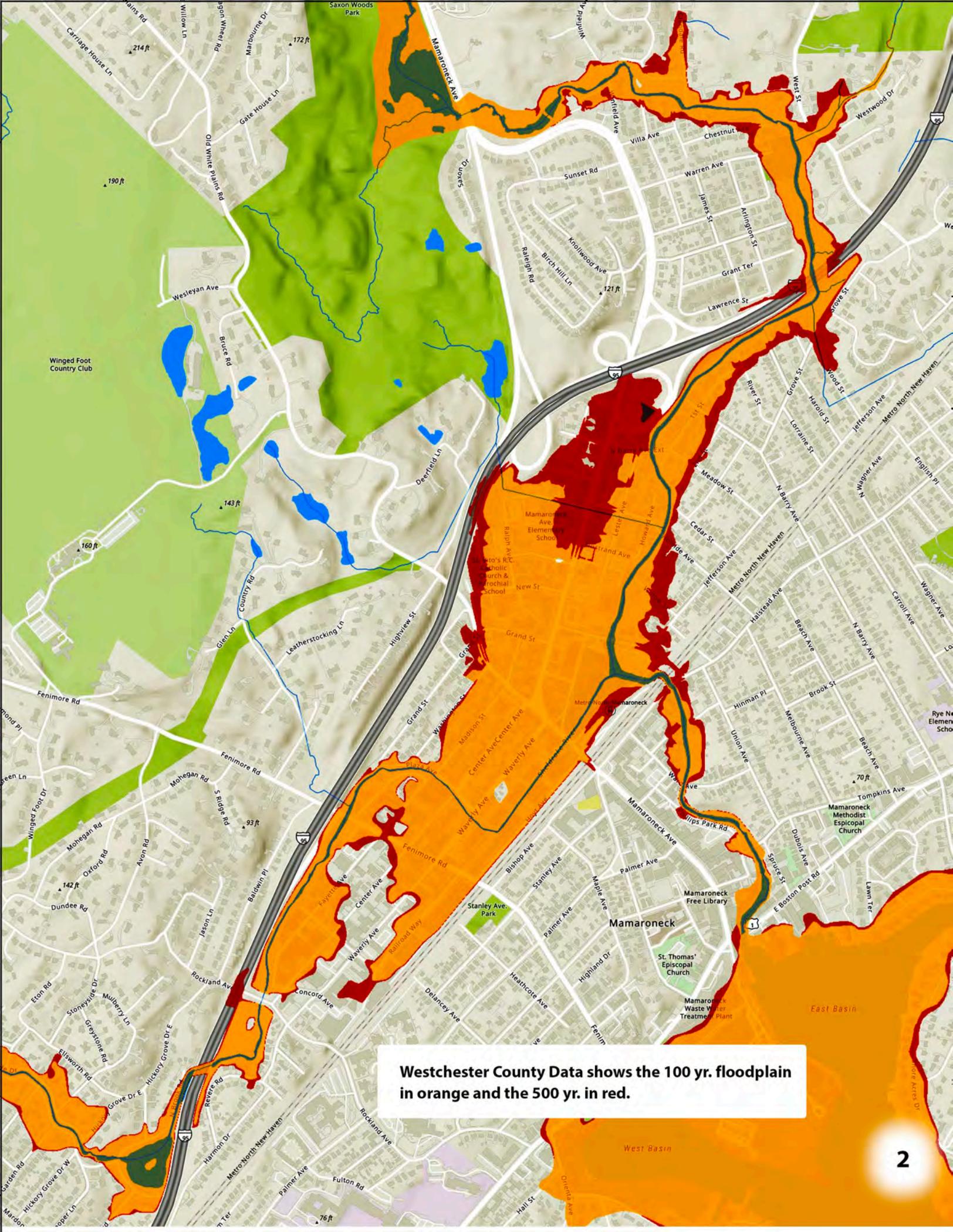
## River Walks and Connecting parks

The Committee for the Environment seeks to restore degraded land along Mamaroneck's rivers with native plants, trees and shrubs, creating a string of new small parks and linking them together to create a linear Greenway. This will provide connectivity throughout the village and beautiful green space for all to enjoy.

Restoring this land will have great ecological benefits with native plants hosting pollinators, butterflies, and birdlife, as well as improving the health and carbon-holding capacity of wetland soils.

The Greenway will also be "green infrastructure," absorbing and filtering stormwater and providing space for flood water to be safely held, helping to mitigate the destructiveness of flood events.





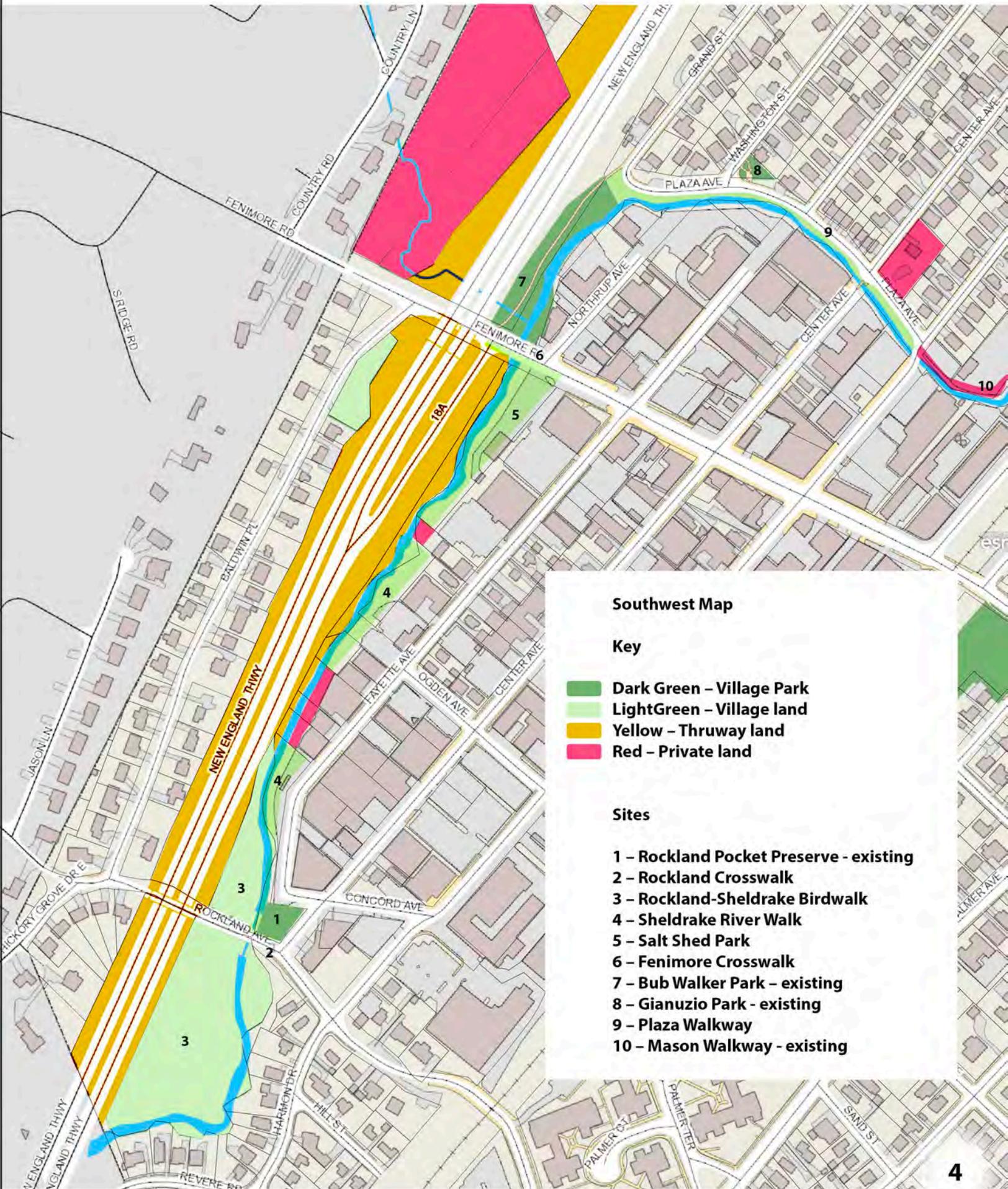
Westchester County Data shows the 100 yr. floodplain in orange and the 500 yr. in red.

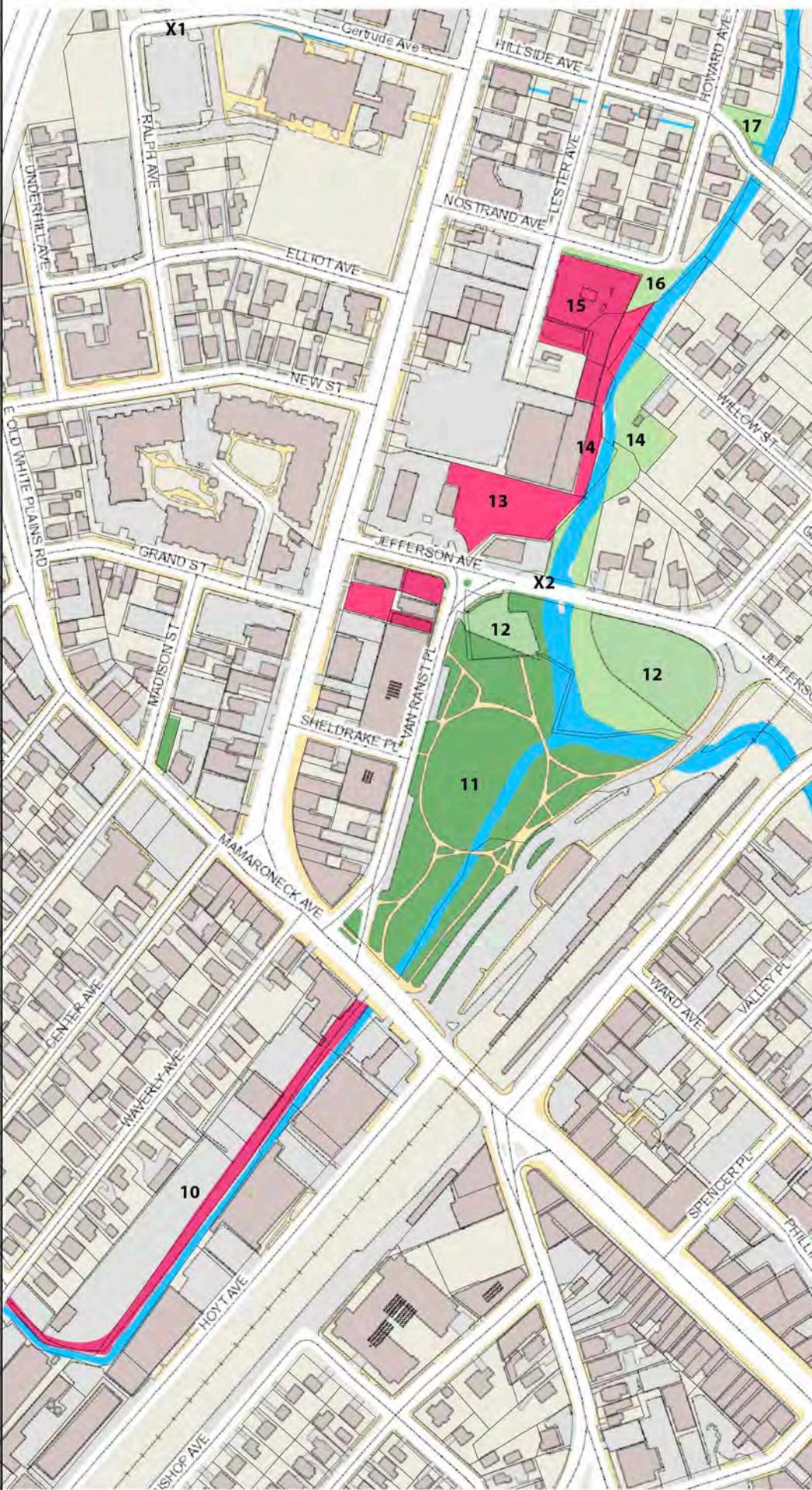
This extract from NY State approved planning document provides support for the Mamaroneck Greenway concept:

### **Local Waterfront Revitalization Program 2017 (p93)**

“Sheldrake Riverfront along Fayette Avenue. As discussed in Section II, there is currently very limited access by the public to Mamaroneck’s rivers. In particular, access by the public to the Sheldrake River is largely confined to the walking trail in Bub Walker Park. However, there are several key opportunities to expand this access using Village property. According to tax maps, the Village owns a parcel of land bound by the Sheldrake River and Fayette, Concord, Center, and Rockland Avenues, in the industrial area. This parcel, which is vacant, could provide a key gateway to the Sheldrake River for the neighborhood, which currently has no direct access to any Village park, from the key arterial of Rockland Avenue. Moving eastward, along Fayette Avenue, another Village- owned parcel of land exists along the Sheldrake in the curve of Fayette Avenue. This area is currently used as parking for the land uses in the vicinity but could provide an opportunity to continue the river access. At the intersection of Ogden Avenue with the Sheldrake, the Village-owned street end, which is currently being used for surface parking, provides an additional access point to the river. Finally, the Village Department of Public Works salt shed parcel at the intersection of Fayette Avenue and Fenimore Road and adjacent to the Sheldrake, is another possible access by the public connection to the river and is directly across Fenimore Road from the exiting Bub Walker trail, creating an opportunity for a linkage. With these key Village-owned lands as a foundation, Mamaroneck should pursue full ownership of the Sheldrake riverfront between Rockland Avenue and Fenimore Road. Some of these waterfront lands appear to be owned by Westchester County, and easements may be sought from private owners for water access. Both the 2012 Comprehensive Plan and 2016 Industrial Area Plan envision this area along the Sheldrake River as publicly accessible parkland. In addition to providing key access by the public to the Sheldrake River that connects with the existing Bub Walker Park, this effort could also provide an opportunity to clean up the overall area around the Sheldrake and resolve the nonconforming use of Village land for surface parking.

In addition to the areas discussed above, there may be other potential opportunities to create public waterfront access in the Village, including in connection with any waterfront redevelopment projects. In general, while the creation of new access by the public along the Village’s two major rivers is difficult because Mamaroneck is largely built out and much of the riverfront property is privately owned, every opportunity should be taken to secure such access. These opportunities may be developed through coordination and negotiations with private property owners and neighborhood associations that abut the water, particularly as part of site plan or subdivision applications to open up views and where possible provide for walking trails, seating areas and other active and passive access by the public.”





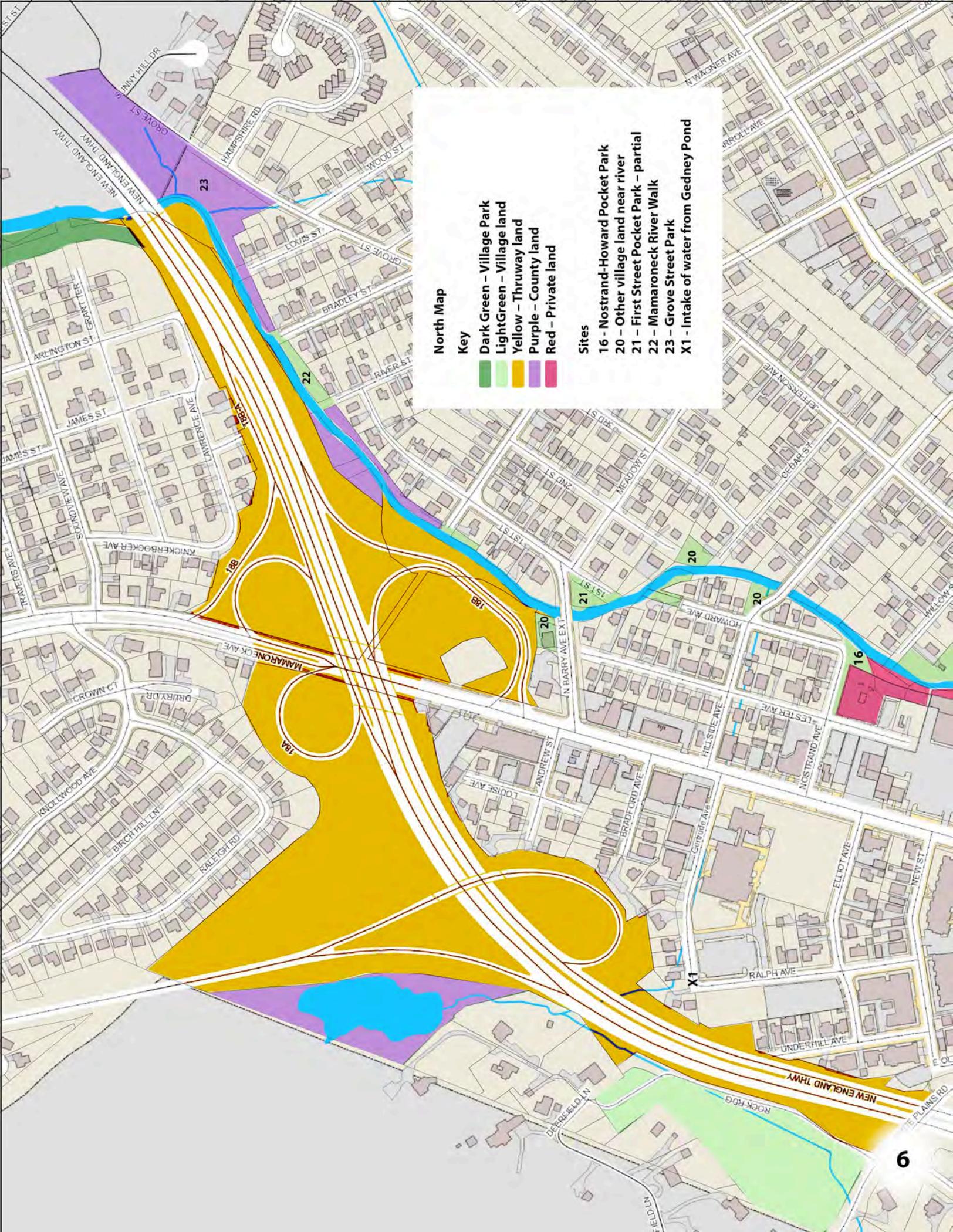
**Central Map**

**Map Key**

- Dark Green – Village Park
- Light Green – Village land
- Red – Private land

**Sites**

- 10 – Mason Walkway – existing
- 11 – Columbus Park – existing
- 12 – Jefferson Ave. Parking
- 13 – Gas station property with Mamaroneck River Frontage
- 14 – Mamaroneck River Walk
- 15 – Private parking & land adjacent to Mam'k River
- 16 – Nostrand-Howard Pocket Park – in progress
- 17 – Land next to Hillside Bridge
- 18 – Ward Avenue Park – existing
- 19 – Enlargement of Ward Park with walkways north, & south to Tompkins Bridge
- X1 – Intake of water from Gedney Pond
- X2 – Discharge of Gedney water



**North Map**

**Key**

- Dark Green – Village Park
- Light Green – Village land
- Yellow – Thruway land
- Purple – County land
- Red – Private land

**Sites**

- 16 - Nostrand-Howard Pocket Park
- 20 - Other village land near river
- 21 - First Street Pocket Park – partial
- 22 - Mamaroneck River Walk
- 23 - Grove Street Park
- X1 - Intake of water from Gedney Pond

# The Rockland Pocket Preserve

A ~10,000 sq. ft. village park dedicated in January 2023.

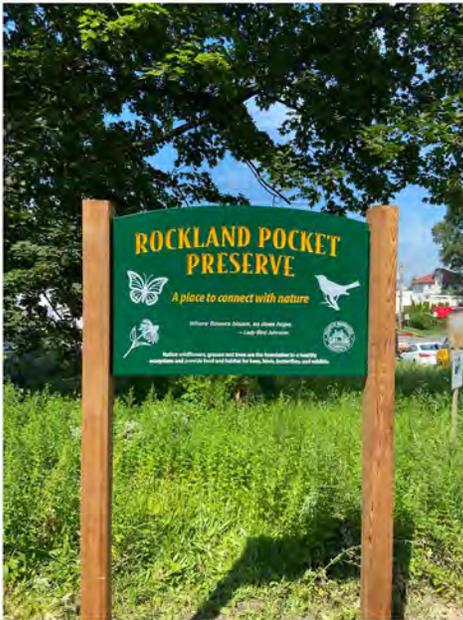
A quiet refuge next to the Sheldrake River and an entry point to the Mamaroneck Greenway.



**Left** The village-owned site was overgrown with invasives and full of garbage and broken glass. Beginning in October 2022, it was restored by over 100 volunteers donating dozens of days of work.

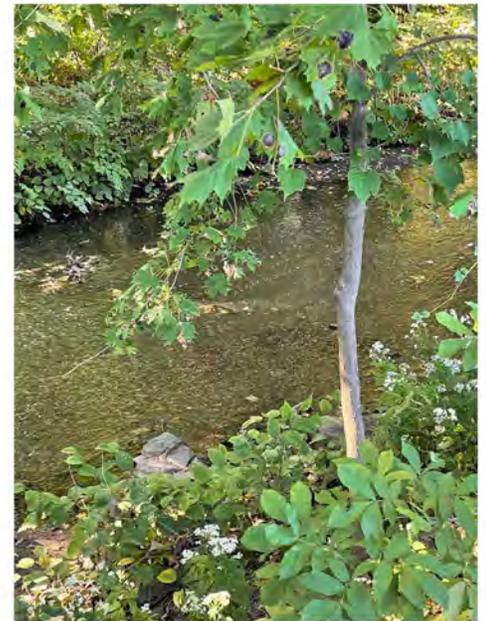


**Right (Spring View)** The village planted oak, willow, and American cherry trees. Volunteers donated, planted and tended gallons of native seed, dozens of native shrubs and 1,000 native plants.



Rockland Pocket village-installed sign

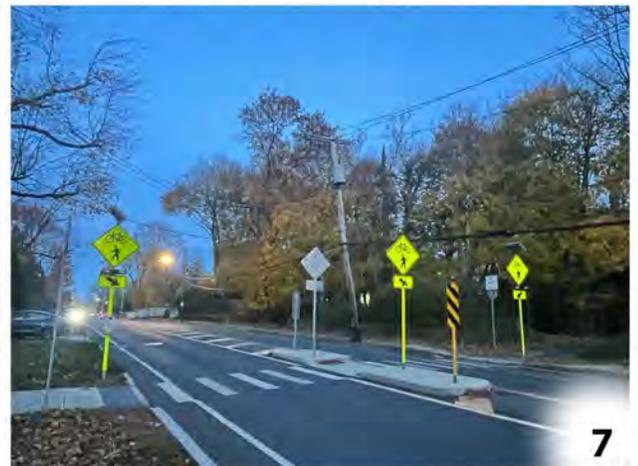
**Right** View of the Sheldrake from the Rockland Pocket



**Left Bottom** Volunteers made beautiful paths with wood chips and found rock. 2 donated benches were installed with room for 2 more. Girl scouts decorated a "Give one, take one" nature library.



**Right Bottom** A secure crosswalk such as this one in Rye is proposed for hikers crossing Rockland Ave. to walk in the Rockland-Sheldrake Birdwalk.



# Rockland-Sheldrake Birdwalk

3.8 acres of restored wetland



# Rockland-Sheldrake Birdwalk

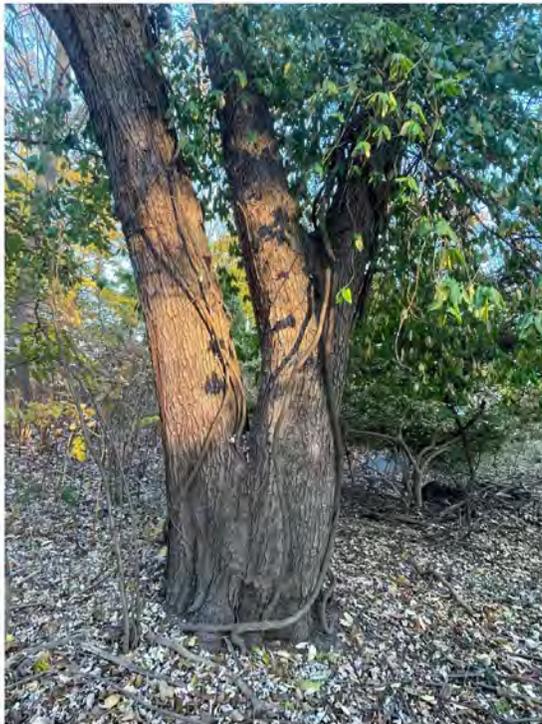
3.8 acres of restored wetland



View of the Birdwalk from across the Sheldrake in the TOM where it leaves Garden's Lake and flows under I-95. Lowering the bank here will allow floodwaters to more easily flow into the interior wetland space to be absorbed there, providing some downstream protection.



The interior wetland space—invasive multiflora rose, vines, and knotweed would be removed and replaced with native wetland plants to support native insects and birdlife.



Example of a mature tree whose life will be cut short by an invasive vine.

Trees are an important part of flood control. A mature willow can absorb 100 gallons a day. New trees will be planted as part of the restoration and existing trees protected.



During a Dec. '22 site visit with the president of Bronx River Sound Shore Audubon, wood ducks and a blue heron were spotted, validating the value of the site for wildlife and Audubon's interest as a future partner.

# The Sheldrake River Walkway

Research has shown that if people have access to public land and can enjoy it they come to "take ownership" of it and care for it. We have seen this in the short time the Rockland Pocket Preserve has been in existence.



View from the proposed walkway along Fayette Ave., looking across the Sheldrake to village-owned land with stands of mature trees.



The same location during the 9/29/2023 flood. Trees and wetland plants are working hard to absorb flood water alongside asphalt acres of I-95.



The LWRP envisions the village-owned street end of Ogden Ave. as a pocket park and part of the Sheldrake Walkway. A restoration would eliminate erosion into the river and environmental degradation here. A small riverside park would be an amenity for local workers and residents.



Village-owned land adjacent land along the Sheldrake is further degraded by truck parking and storage.

# Salt Shed Park



Safe crossing  
for pedestrians

Vegetated berm with beach plum,  
virginia roses and other salt tolerant plants.

**Bioswale Rain Garden**  
Lowered flood plain with wetland  
plants holds and absorbs flood water.

Sheldrake Walkway

Sheldrake flood waters have nowhere  
to go. This village-owned parking  
could become a flood plain park with  
a vegetated berm to trap and filter  
salt and vehicle pollution.

# Salt Shed Park



Village owned property containing a large salt shed is sited very close to the Sheldrake River.



During floods, the location could be beneficial as a flood plain shelf/vegetated bio-swale to retain and absorb flood water.



On Sept. 29, 2023 water can be seen leaching salt into the freshwater stream, along with vehicle pollution, dirt and gravel.



Redesign of parking area can yield critical green infrastructure.



I-95 exit at Fenimore on 9/29/23. Excess floodwater in this area needs somewhere to go. Re-siting this facility, or at a minimum using part of the parking lot for flood mitigation would be an appropriate use.



With Waverly Bridge under construction and the Center Ave. Pedestrian Bridge slated for demolition, Bub Walker Park is the only means for pedestrian access between the 2 neighborhoods separated by the river. A proper cross walk at this dangerous intersection is a necessity.

# Plaza Walkway to Columbus Park

Any open greenspace in this part of town, especially close to the rivers should be considered for acquisition to become rain-garden pocket-parks. Codes should reflect the flood hazard here and across the heavily developed floodplain to create more permeable surfaces.



Plaza Avenue looking towards Center from entrance to Bub Walker Park during Sept. 29, 2023 flooding.

Flood mitigation plans may include turning Plaza Avenue into a one-way street which would allow for widening of the constricted Sheldrake and increased storage of floodwater. A walkway here could either follow the riverbank or use the existing sidewalk.



View is from the Station Bridge at the confluence, looking across toward Van Ranst on 9/29/23. The park doing a great job as flood plain of the Sheldrake/Mamaroneck rivers, but it's not enough.



9/29/23- Flooding on Van Ranst. Ongoing construction and creation of impervious surface in the floodplain is adding to the hazard. Protecting and creating open greenspace is critical.



View of the Sheldrake from the footbridge in Columbus Park. Invasive vines on the rivers kill native plants, harm mature trees, and impede the flow of flood water. Part of the Greenway will be to develop a maintenance plan for parks and public land in the floodway.

# New Park/Green Infrastructure Jefferson Ave. Parking in Columbus Park



A "tweak" to the Army Corps of Engineers plan for flood mitigation in Mamaroneck converts their proposed tunnel to an open, grass or gravel culvert. The entire area will have pavement removed and be lowered by 3.5 to 5 ft, restoring its floodplain function, improving flood control and allowing for restoration of the park, particularly the river banks. This plan has been endorsed by ACE, the DEC, and the DEC-commissioned SLR study.

An open culvert has same the carrying capacity as the underground culvert, but grass, unlike cement, allows for permeability of the channel area. An open culvert will be easier and safer to maintain, especially in heavy flood conditions and cost substantially less to build.

Lowering of parking and park area by 3½ ft. (~100,000 sq. ft. per VoM GIS map 4-1-5B1) and replacement of asphalt with porous pavers and vegetation allows for the holding of an additional +350,000 cubic ft/2,6 mm gallons of floodwater which will recharge groundwater, instead of flooding neighboring homes.

Lowering and reconfiguration of parking allows for revitalization of riverfront parkland and neighborhood access.

# Expanding Columbus Park & Making Green Infrastructure



More of this for the neighborhood!



And less of this.



Paved parkland sits high and dry above the flood on 9/29/23. FMC & CFTE's ACE-sanctioned tweak to return this area to floodplain/parkland will allow for the storage and absorption of at least 2.6 million gallons of floodwater. When it's not raining, there will just be more accessible and gorgeous green space at the confluence.

# Mamaroneck River Walk to Willow

Contiguous parcels of village-owned land along the south east river bank would allow for a public walkway. Opening up the area would also allow for easier maintenance of the river bank where invasive vines slow the flow of flood water and trap debris and garbage.



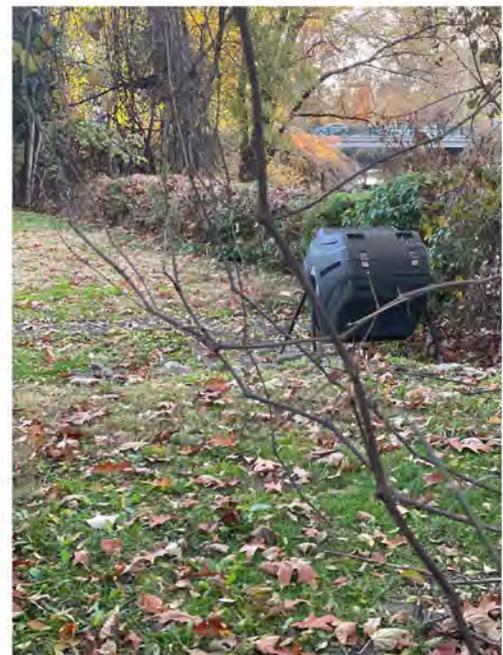
At the Jefferson Ave. Bridge looking north east up the Mamaroneck River, the shore is village-owned land covered with vines where a path to Willow Ave could be constructed.



Village-owned land at the bottom of Willow next to the river is given over to informal parking.



Adjacent to the Willow street end, closer to the Jefferson Avenue Bridge, village-owned land along the Mamaroneck River is overgrown with knotweed and invasive vines.



Additional village-owned land along the river closes the loop to the Jefferson Ave. Bridge, seen in the background.

# Mamaroneck River Walk to Nostrand Pocket



A slice of village land on the northwest bank of the Mamaroneck River may be wide enough for a walkway from the Jefferson Ave. Bridge up towards Nostrand Avenue. As on the south side, a pathway here will also allow for easier river maintenance of invasive vines that slow the flow of water and trap debris.



The back half of the gas station property on Mamaroneck Avenue touches the river. This location would make an ideal bird sanctuary and site for passive recreation. A conservation easement with the property owner could be pursued to protect land that also absorbs floodwater in a critical location.

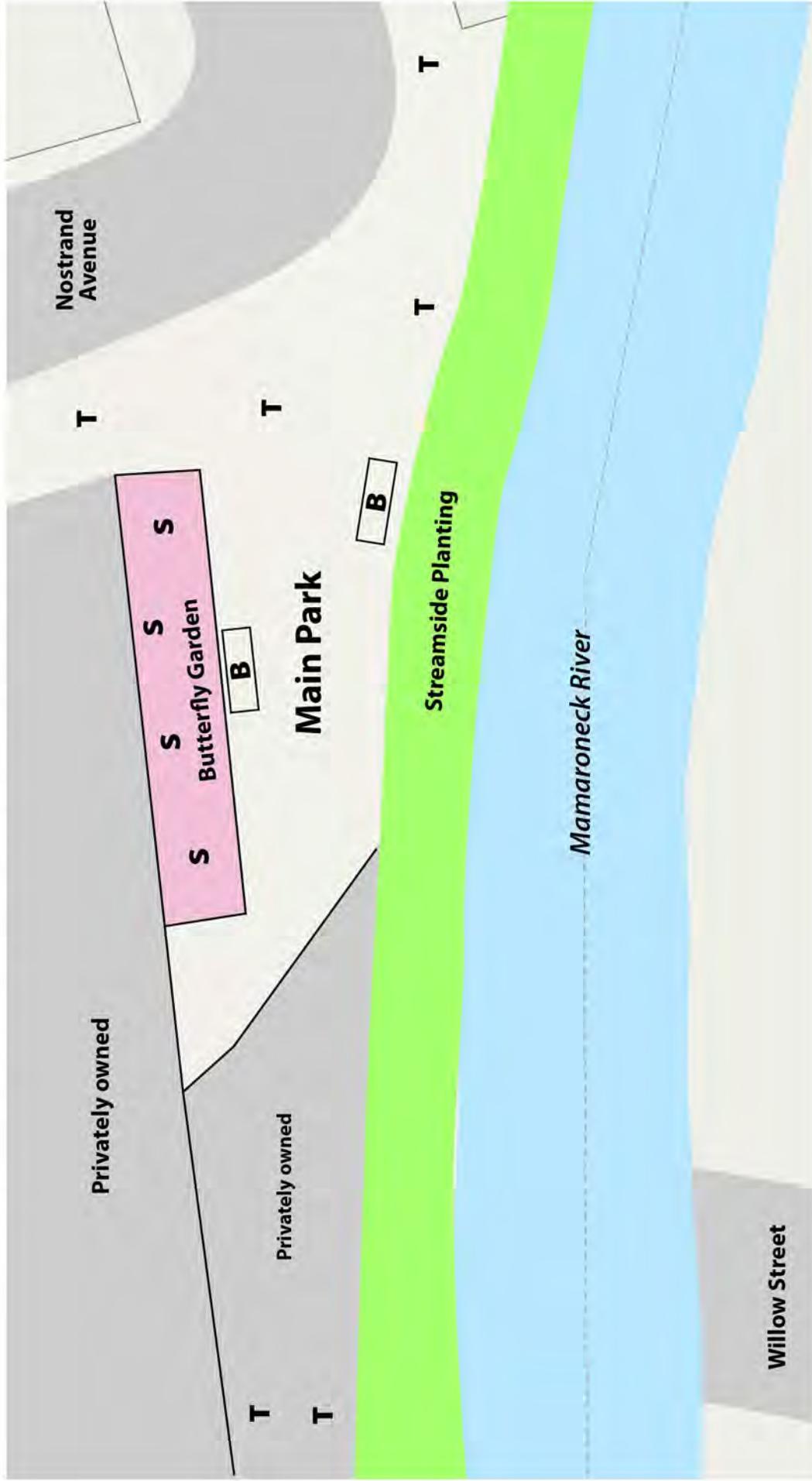


Photo of the northwest bank of the Mam'k River taken from the end of Willow shows the back of the CVS/Northshore Farms building. The village could pursue a conservation easement with 2 private corporations and Con Ed for use of forested streamside property to connect through to the Nostrand-Howard Pocket Park.



Again from the end of Willow Street, looking further up the bank towards the Nostrand-Howard Pocket Park.

# Nostrand and Howard Pocket Park: Site Plan



## KEY

Main Park - Contains a butterfly garden with pollinating plants, seeds and shrubs - Nov. '23. - and a flat area with sand + gravel ground, shrubs, and benches

Streamside - May '23, Invasives were cleared and DEC native streamside plants installed: Willows, Oaks, Virginia Roses, Ninebark, + 25 Pussy Willows + donated Willows + Ferns

S - shrubs were planted--Spicebush + St. John's Wort

B - village benches

T - existing trees - village planted oaks, hickory + maple

# Nostrand-Howard Pocket Park

Tranquil park space in an underserved part of the village.



**Kids playing near the Nostrand Pocket on a hot day.**



**Volunteers dug out invasive knotweed and vines along the riverbank in May 2023, then stabilized the bank with pussy willows and other streamside plants from a DEC grant, as well as donated Ostrich Ferns.**



**The Nostrand Pocket stream bank in fall. Further weeding and maintenance was done by volunteers, and a butterfly garden was also planted with donated native seed, goldenrod, dogwoods, spicebush and St. John's Wort.**

**Two privately owned sites are adjacent, a large, lightly used parking lot, and a smaller property, used for storage of landscaping equipment (#15). Acquisition of these currently unbuilt sites close to the river is strongly recommended for use as parkland and floodwater storage.**

# Expanding Ward Park

## Creating Pathways North & South



A swath of currently overgrown village-owned land on the Rye side of the Mamaroneck River extends down to Tompkins Bridge. We propose to restore this area with native shrubs and trees and create a pathway with steps up to the bridge to allow residents to enjoy beautiful scenery all the way to Harbor Island Park.



The Army Corps work may shrink the current Ward Park area south of the bridge. Fortunately, there is significant village-owned land on the north side towards the Anita Lane Bridge, along both sides of the river. We will create pathways and expanded park land, restoring the area with wetland plants and shrubs. Apart from recreation, this work will improve the functioning of the Mamaroneck River flood plain.

# First Street Pocket Park

The Mamaroneck River is tightly constricted by walls south of the Barry Ave Bridge with houses close to the river. Restoring land along the river will pay benefits during flood events as will acquiring greenspace or properties along or near it.



The existing pocket park at First Street could be made more welcoming and upgraded with native plants and shrubs.



First Street Pocket Park looking north to the Barry Ave Bridge.



From the First Street Pocket Park looking southwest to the end of Howard Ave.



The Barry Ave. Bridge, seen from the end of Howard. Small parcels of village-owned land could conceivably be pieced together to keep the pathway near the river here. As stated previously, this will help with the maintenance of streamside vines and invasives.

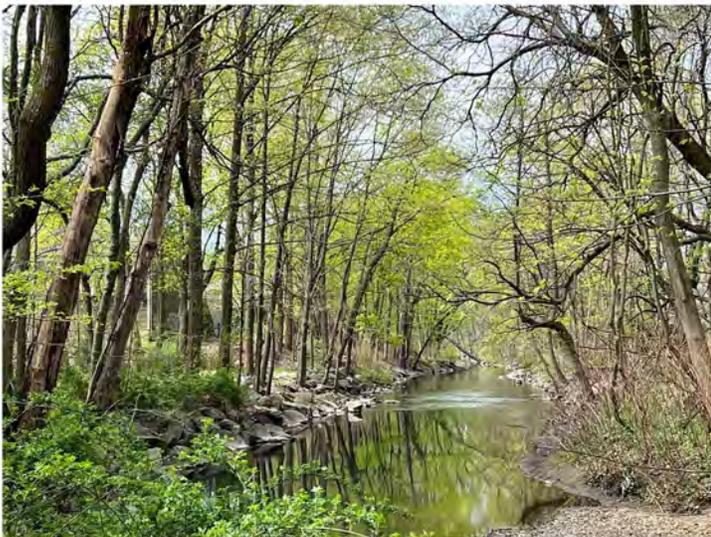
# Mamaroneck River Walkway & Grove Street Park



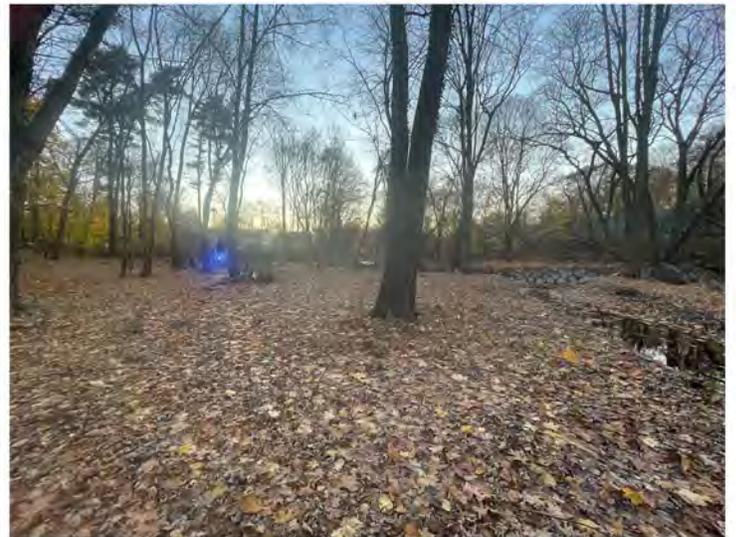
Mamaroneck River view in April near the end of River Street.



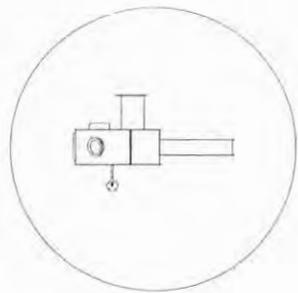
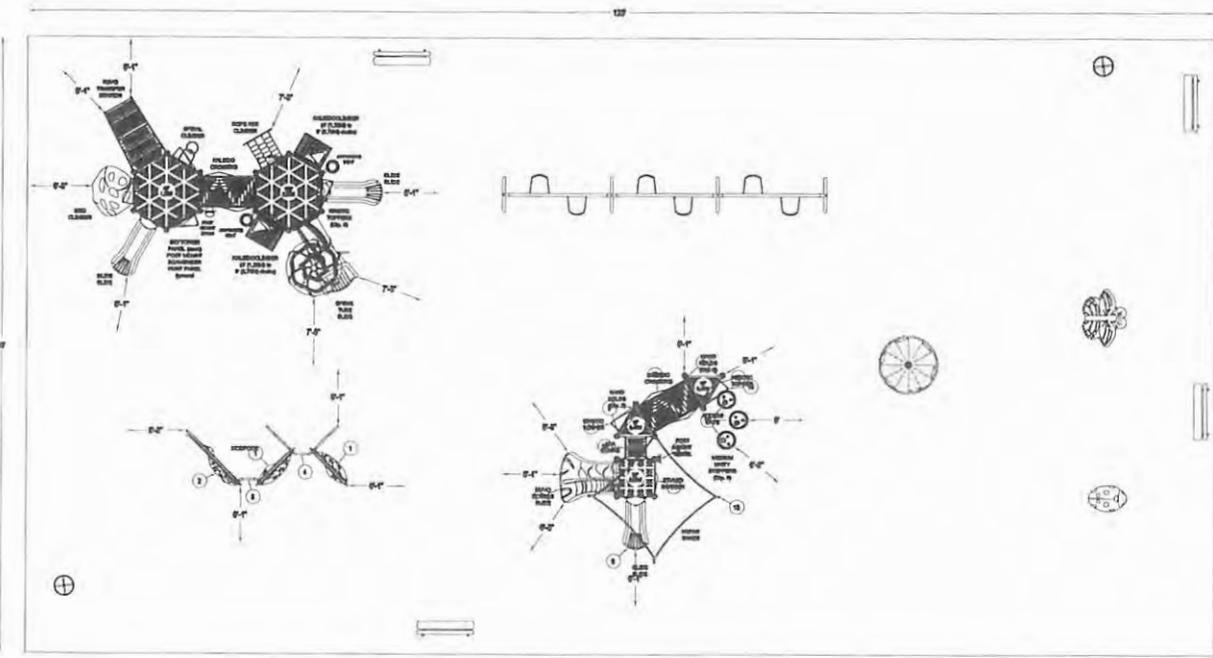
Open land on both sides of the Mamaroneck River north of the Barry Avenue Bridge is a great opportunity for passive recreation.



View of the Mamaroneck River in early spring.



The wider section of county-owned land that extends into Harrison could be designated as a park and wetland preserve much like the Rockland Birdwalk at the village's southern border.



2023

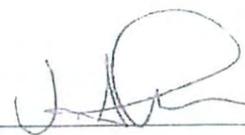
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DATE: 9-26-23	
SCALE: NTS	
DRAWN BY: RMLTD	

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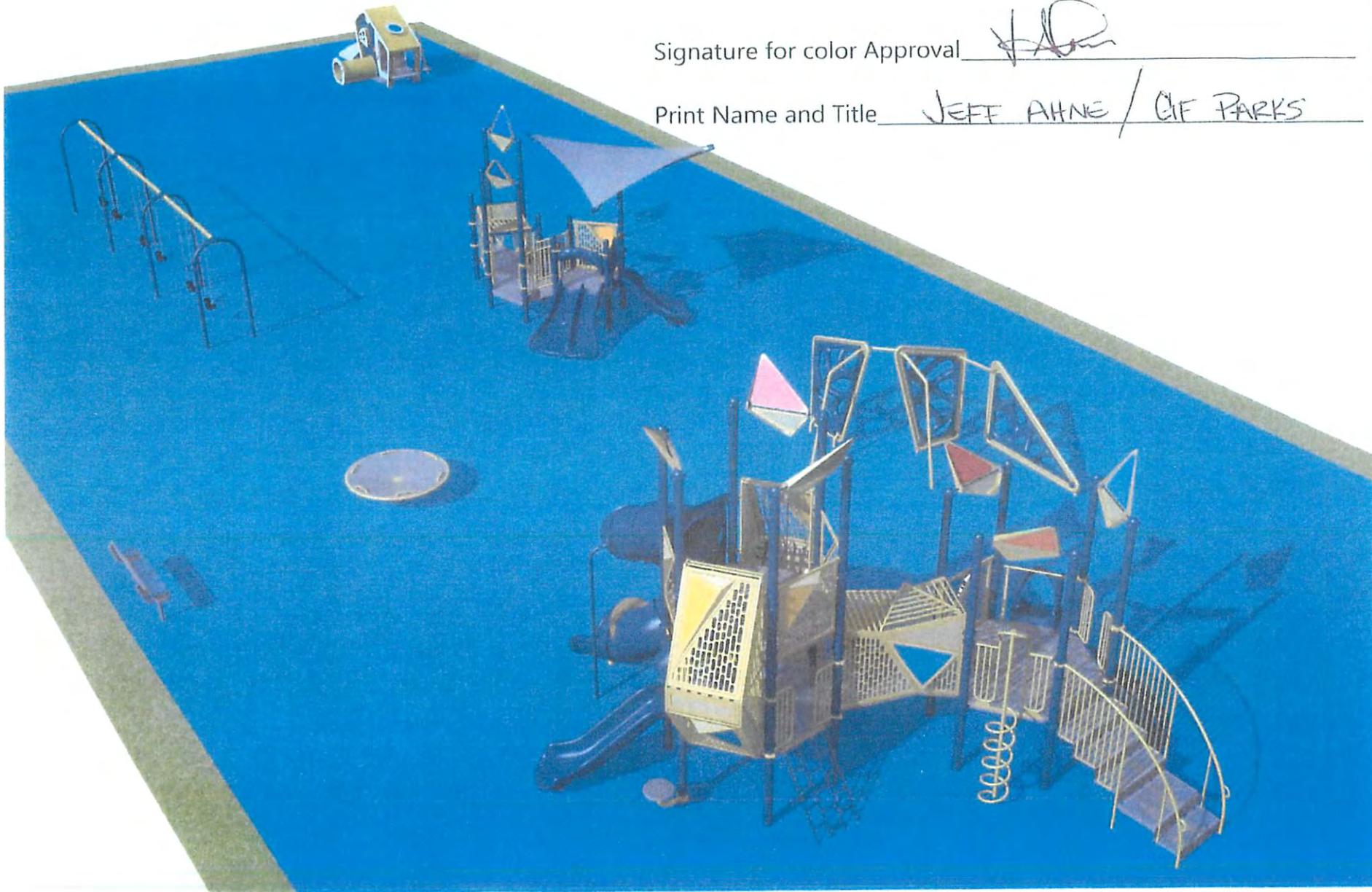
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JEFF AHNE / CIP PARKS



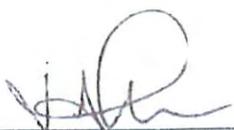


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JEFF AHNE / CIP PARKS

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JEFF ALINE / GF PARKS



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