

Documents Related to Elderfields Preserve

Document 1

Determination of Landmarks
Commission

**INCORPORATED VILLAGE OF FLOWER HILL
LANDMARKS COMMISSION**

----- X
In the Matter of

Elderfields Preserve
200 Port Washington Boulevard
Manhasset, NY 11030

FHLC: 3/22

**DETERMINATION AND
RECOMMENDATION**

----- X

This is the matter of Elderfields Preserve, 200 Port Washington Boulevard, Manhasset, NY 11030, within the Incorporated Village of Flower Hill. The property is also known on the Nassau County Land and Tax Map as Section 3, Block 193, Lot 23. Pursuant to Village Code sections 143-4 and 143-6(B) the Landmarks Commission identified this this building as potentially meeting with the criteria under the Village Code to be designated as a landmark within the Village.

A hearing in this matter began on November 10, 2022 and concluded for all purposes on January 18, 2023. A quorum of the Board was present on each date, to wit; Chairperson Rhoda Becker; Barbara Goldman and Mitchell Schwartz.

Notice has been properly provided in accord with Village Code section 143-6(D), proper notification to the surrounding properties has been completed and the matter was ready to proceed.

The Commission heard from representatives of Nassau County, which owns the subject property, including Assistant Nassau County Attorney Kevin C. Walsh.

The members of the Commission also observed the site on January 18, 2023

accompanied by representatives of Nassau County.

The Commission has also received into the record a series of documents including: a deed executed December 18, 1996 conveying the property to the County of Nassau (County); a report entitled "Hewlett-Munson-Williams House, Manhasset, New York Historical Survey prepared by Zachary Studenroth, architectural preservation consultant, dated March, 1984; a report entitled "A Dendochronological Study of the Williams House, Port Washington, New York" prepared by Edward Cook, of the Tree-Ring Laboratory, Lamont-Doherty Geological Observatory of Columbia University; and a report prepared for the County entitled "Elderfields, Manhasset, NY Conditions Assessment" dated December 23, 2004.

Determination of the Commission:

Pursuant to sections 143-6(E) and 143-7(C) of the Village Code the Commission is to consider all relevant factors in making a determination whether to designate a structure or site as a landmark including but not limited to the character, architectural design, ambience, the cultural interest, historical significance, aesthetic value and uniqueness of the proposed subject as well as the area in which the subject is found.

That the site of this property and the buildings upon it meet with each of the above criteria is made abundantly clear through the written documents provided, as well as upon the observation of the subject property made by each member of this Commission.

Nor does the County deny that the site is of historic interest. Rather, the County has opposed the designation on two grounds. First, it argues that the site is sufficiently controlled under the terms of the deed and its covenants which conveyed the property to the County. Second, that a designation as a landmark within the Village would establish a precedent as to other properties within the County.

However, it is this Commission's view that designating the site and the structures upon it as a landmark within the Village is consistent with the principles outlined in the Village Code and in no way would conflict with the controls in place within the deed. In fact, doing so will provide an extra level of protection to the historic nature of the site. With regard to precedent, this Commission cannot speak to how other municipalities respond to historic properties within their confines, and can only address this property and whether it comes under the criteria of a property that should be designated as a landmark under the Code of this Village.

Upon the presentation and review of the materials submitted, and after hearing all who wish to be heard, it is the determination and recommendation of this Commission that the Elderfields Preserve meets with the criteria identified above to be a landmark within the Village, and it is therefore:

RESOLVED: that the Elderfields Preserve should be considered for formal designation as a landmark within the Village and the matter is therefore respectfully referred to the Board of Trustees in accord with section 143-6(H) of the Village Code for a public hearing and decision to be made as to whether the Elderfields Preserve shall

be formally designated as a landmark within the Village.

The Vote on the Foregoing was as Follows

In Favor:

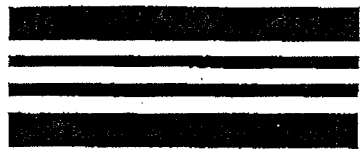
Opposed:

Dated: Flower Hill, New York
_____ day of _____, 2023

Document 2

Deed

John C. Murphy
John C. Murphy
John C. Murphy



John C. Murphy

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 015490

Type of Instrument: Deed

Control No: 199702072271

HENRY JR EST DEVILLIERS
WILLIAMS

Recorded: 2/07/1997
At: 3:59:04 PM
In Liber: 10750
Of: Deed Book
From Page: 0837
Through Page: 0857

COUNTY OF NASSAU

Refers to Liber: 00000
Of:
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
N. Hempstead (2822)	00000003	00193-00	00023	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

	Exempt		Exempt
Recording \$	YES	Equal/Cty \$	YES
GAINS		State Fee \$	YES
St.Fee/Cty \$	YES	Trans Tax	
		Surchg/NYS \$	YES
Surchg/Cty \$	YES		

Fees
Paid: \$.00

Deed Number (RETT): RERE 015490

THIS PAGE IS A PART OF THE INSTRUMENT

CJM001

Karen V. Murphy
County Clerk, Nassau County



199702072271



THIS INDENTURE, made the 18th day of December, nineteen hundred and ninety six

BETWEEN

HENRY deVILLIERS WILLIAMS, III, residing at 59 Crescent Drive, Huntington, NY, ROBERT MANN WILLIAMS, residing at 90 Hemlock Hill Road, New Canaan, CT and THE BANK OF NEW YORK, 82 Seventh Street, Garden City, New York 11530

as executors of the Last Will and Testament of

HENRY deVILLIERS WILLIAMS, JR., late of Flower Hill, New York, deceased,

party of the first part, and

THE COUNTY OF NASSAU, a Municipal Corporation organized and existing under the laws of the State of New York, with its principal place of business at the Nassau County Executive Building, One West Street, Mineola, New York 11501

party of the second part,

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WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said Last Will and Testament, and in satisfaction of the devise under Article Third of the Last Will and Testament of Henry deVilliers Williams, Jr., does hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever.

23.24
12+79
ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Flower Hill, Town of North Hempstead, County of Nassau and State of New York bounded and described as follows:

PARCEL I

BEGINNING at a point on the easterly side of Woodhill Lane distant 205.0 feet northerly from the extreme northerly end of an arc of a curve with a length of 31.42 feet, said curve connecting the easterly side of Woodhill Lane and the northerly side of Oak tree Lane;

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Incorporated Village of Flower Hill, Town of Hempstead, County of Nassau and State of New York known and designated as Section 3, Block 193, Lot 24 on the current tax map of the County of Nassau. Together with an easement for ingress and egress on foot and by vehicle over all that certain lot, piece or parcel lying and being in the Incorporated Village of Flower Hill, Nassau County, New York, and more particularly bounded and described as follows:

BEGINNING at the intersection of the easterly side of Woodhill Lane with the southerly line of Lot 15 in Block 193 as shown on Map of Munson Estate, filed in the Office of the County Clerk of Nassau County on December 10, 1948 as Map No. 4626; thence northerly along the easterly side of Woodhill Lane 30 feet; thence north 69 degrees 36' 45" east 191.89 feet; thence south 68 degrees 05' 33" east 39.13 feet; thence south 63 degrees 55' 23" west 36.34 feet; and thence south 69 degrees 36' 45" west 183 feet to the point or place of beginning. ✓

The aforesaid easement is and shall be for the mutual use and benefit of the grantee and the owners of Lots 14 and 16 in Block 193 as shown on the aforesaid map. The expense of maintaining the said easement parcel in good repair and free of all obstructions shall be proportionately borne by such of the following parties as shall elect to avail themselves of the use and benefit of the said easement; the grantee, the owners of the said Lots 14 and 16, and the owner of Lot 15 in Block 193 as shown on said map, of which Lot 15 the aforesaid easement parcel is a part. ✓

BEING THE SAME PREMISES described in Deeds recorded in Liber

2776 p 274, Liber 3903 p 13 and Liber 5933 p 407.

This conveyance of the above described Premises to the County of Nassau is done as a means of preserving the Premises, or parts thereof, in their natural state and in compliance with the public policy of the State of New York in regard to the preservation of open spaces and historic areas, as expressed in Section 247 of the General Municipal Law of the State of New York; and

In order to carry out decedent's wishes, the County of Nassau agrees to accept said conveyance subject to the following conditions:

(a) that it will hold all of the Premises for use as an Historic Preserve and the main residence as an historic house, consistent with the operations of similar facilities of the County, subject to the financial constraints under which the County acts.

(b) that it accepts the premises subject to the obligation to preserve the same, in the condition when conveyed, including using its best efforts to keep the original dimensions of the structures, or at its option to restore the Premises to its prior historical state and to preserve the open spaces and areas on the Premises in accordance with the provisions of Section 247 of the General Municipal Law.

(c) that the Premises shall be held by it in perpetuity in the Park Trust for use as a public park by the residents of the County of Nassau and that no buildings shall be erected thereon, except as required to maintain said facility, that will interfere with the obligation to preserve the Premises and the open spaces

and areas.

(d) that it will commence promptly a historic preserve under direction of Parks or Park's designee to encourage the understanding and appreciation of our local historical heritage. Such undertaking by the County shall be consistent with Parks standards as applied to similar facilities under the control of Parks and such historic preserve programs shall include preservation of the main historic building on the Premises and its public use as a historic house and/or museum consistent with the standards of Parks.

(e) that the Premises shall be known and referred to by it as the "Elderfields Historic Preserve", and the house as the "Williams-Munsen-Hewlett House" and it will erect suitable signing at the Premises indicating such name and that they were donated by Henry deVilliers Williams, Jr. in loving memory of my wife, Emma C. Williams, provided that in lieu of such signing my heirs or my estate shall be permitted, at their sole cost and expense, to erect a plaque, approved as to content, design and size by the County and its Commissioner of Parks, in the main entrance of the main house which shall reflect the same information.

(f) that upon taking full possession of the Premises it shall maintain the fire detection and prevention systems installed by me to protect the Premises from fire damage, provided it shall have no duty to replace same when they no longer function.

(g) that it will not use or permit the use of Lot 23 for ingress or egress to the Premises for any motor vehicle or

motorized equipment of any nature, except vehicles of the County in the usual course of operating the facility; however, a suitable foot path may be laid out for pedestrian traffic.

(h) that it will remove the in ground pool situated on the Premises and all the related equipment and restore the area to a natural state, as determined solely by Parks.

(i) that it will construct suitable, as determined solely by Parks, foot paths or nature walks throughout the property so that the public may enjoy the natural beauty of the area.

(j) that it will keep the buildings and grounds open for public viewing on a schedule consistent with other County operated historical buildings and nature preserves and where possible, as determined solely by Parks, it shall make both the buildings and grounds available to cultural and/or historical organizations for their use, consistent with other similar facilities operated by Parks, as a meeting location.

(k) that it will keep on display any articles of personal property I may bequeath or give to the County, provided that the County shall have discretion as to which articles are displayed and the manner in which these articles are displayed, provided further that the same are displayed in a proper manner, which manner shall be consistent with the custom and practice at similar facilities operated by Parks.

(l) that the total parking spaces laid out on the Premises shall not accommodate more than 25 automobiles at any one time excepting vehicles of the County, its employees and agents which

are parked at the facility for the operation of the same.

(m) that it will permit my Executors to have access to the Premises for a reasonable time, not to exceed nine months after my death, so that they may have an inventory and appraisal made of the entire contents of the premises and to remove such of those items that I have not bequeathed or given to the County.

(n) that in the event of the destruction of a structure on the Premises to the extent that it is not economically feasible to restore such structure to its historic condition, as solely determined by Parks, then the County will to the extent possible restore the Premises to its natural state and maintained the same as a public park, with necessary amenities, as solely determined by Parks, to allow the public to enjoy the natural beauty of the area and for no other purpose.

(o) that in the event the Premises is used for a public park as contemplated in the foregoing paragraph, then the Premises shall be open to the public in accordance with the County's rules and regulations for all such parks and/or nature preserves operated by it.

(p) that the County consents to the creation of a committee consisting of three members ("the Committee") to see that the provisions of this conveyance are complied with.

The initial member of the Committee shall be decedent's son, Henry deVilliers Williams III, and his daughters, Marion Weil and Emma Christina Davis.

Upon the death of a member of the Committee, then the

remaining Committee members shall designate such other of decedent's children and/or their spouses to fill the vacancy created by the death of such other Committee member.

If a vacancy is created in the Committee by the resignation of a Committee member, then the resigning member shall have a right to designate such child of decedent or one of their spouses including the resigning members' spouse, to fill the vacancy created by such resignation. In the event the resigning Committee member fails to designate a successor within thirty days after his or her resignation, then the remaining Committee members shall appoint a successor Committee member.

So long as any of decedent's children or their spouses are surviving they shall have a prior right over any other parties to serve on the Committee.

After the death and/or resignation of all of decedent's children and their spouses as Committee members, then subsequent Committee members shall be limited to decedent's descendants. The nomination of subsequent Committee members being made as set forth above.

Notification of any changes in the Committee membership shall be forwarded to the County within twenty (20) days of the change. Until such notification is received, the County shall have no duty to any new member.

(g) that the County understands that the purpose of the Committee is to oversee the operation of the premises by Parks and that the Committee shall, from time to time, make recommendations

and/or suggestions to the County, in being understood however, that the County is free to act on or not act on said recommendations or suggestions as it sees fit.

(r) that if an item of personal property which is given or bequeathed to the County for display is not displayed on a permanent basis, and that intent is so stated, in writing, to the Committee, that item shall be returned to the Committee in accordance with standard procedure of the County. It is understood that the Committee will upon taking possession of such item, have ninety (90) days in which to donate it to a suitable historical or cultural organization, or if no such organization can be found, to sell such item and donate the proceeds to an organization then described in Section 2055(a) of the Internal Revenue Code. If within twenty days after receiving written notice from the County requesting the Committee to remove an item of personal property the Committee fails to so remove the item within such twenty (20) day period, then the County shall be free to dispose of the item in accordance with its standard procedures and no action will ensue against the County with regard to that item.

(s) that the County agrees that the Committee may, if it feels the intent of the devise and bequest under decedent's Will is ~~not being adhered to~~, initiate legal proceedings in the Supreme Court of the County of Nassau or in the Surrogate's Court of the County of Nassau, to have the terms of said devise and bequest enforced, or in the alternative require that the premises be deeded to another charitable organization and/or historical society

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(provided such organization or society is then described in Section 2055(a) of the Internal Revenue Code) or governmental agency which is willing to accept and maintain the property subject to the terms of this devise and bequest. For the purpose of this provision, a foundation established by decedent's heirs for the purposes of carrying out decedent's wishes, provided such foundation is then an organization described in Section 2055(a) of the Internal Revenue Code, shall be a suitable grantee.

(t) that as permissible by law, the County agrees to cooperate with my executors and/or the members of the Committee, in their efforts to obtain any applicable deduction for a charitable contribution as provided by the Internal Revenue Code.

(u) that in the event the County fails to accept this devise and bequest or if after having accepted it, the Supreme Court of the County of Nassau or the Surrogate's Court of the County of Nassau terminates the County's ownership and no suitable grantee can be found, then the Premises may be sold by my corporate fiduciary to a private party subject to the following covenants and restrictions, ("the Covenants"):

(1) Alterations, Additions, Installations and Renewals *

No material change shall be made in the architectural style, design or arrangement of any portion of the exterior or interior of any building or fixture situated on the Premises including any house, barn, shed, garage, fence or wall ("Structure"), including but not limited to any change in exterior color, kind or texture of building material, type or style of doors or windows, including,

but not limited to, storm windows, screens and venetian blinds, lighting or plumbing fixtures, water, steam or gas pipes, electrical conduits, moldings, trims, mantels, woodwork, panelling, ceilings or other appurtenant fixtures; no structural alteration or addition to any Structure or construction of any new Structure shall be commenced, and no visible air conditioning units of any kind shall be installed in the walls or windows of any Structure; no electrical or other equipment shall be installed which shall impose an excessive load on existing electric or water supplies; no improvements, additions or fixtures shall be removed from any Structure; and no material addition shall be made to the foundations planting appurtenant to any structure, without the prior written consent of The Society For The Preservation of Long Island Antiquities (SPLIA), a New York not-for-profit corporation having a place of business at 93 North Country Road, Setauket, New York 11733, in each instance. In the event a future owner of the Premises wishes to make any such change, addition, alteration or installation or to construct any such new Structure or remove any improvement, addition or fixture therein, such owner shall make written application for consent thereto to SPLIA setting forth in detail the nature of the work to be done. Notwithstanding the foregoing, such consent shall not be required with respect to any interior rewiring, insulation, or modernization of heating or plumbing facilities which does not alter the exterior of the Structures, provided the plans and specifications therefor are approved by SPLIA pursuant to paragraph (3) hereof.

(2) Use and Maintenance

The Premises shall not be ~~used~~ for other than single family residential purposes without the prior written consent of SPLIA. In the event that any future owner of the Premises wishes to use all or any portion of the Premises for any purpose other than single family residential use, such owner shall make written application to SPLIA setting forth in detail the nature of the use intended. The owner of the Premises from time to time will do or cause to be done all things necessary to preserve the Structure and keep the structures in full repair, working order and efficiency and, subject to the provision of this clause, will make all necessary and proper repairs, renewals and replacements so that at all times the state and condition of the Structure shall be fully preserved and maintained.

(3) Prior Approval of Plans and Specifications

At least sixty days prior to the commencement of any work requiring SPLIA's approval hereunder or any interior rewiring, insulation, or modernization of heating or plumbing facilities, or any work to be done pursuant to paragraph (1) hereof, the owner of the Premises shall submit all plans and specifications therefor to SPLIA for its written approval.

(4) ~~SPLIA'S~~ Consent

In the event that SPLIA does not either grant or deny its written consent to any application or submission under paragraphs (1), (2) or (3) above within sixty days after receipt thereof, SPLIA shall be deemed to have consented to such application or

submission. SPLIA shall have the right to subject its consent to such reasonable conditions as may be specified in any written consent. No consent by SPLIA hereunder shall be deemed a waiver of any of the Covenants for the future. Upon request, SPLIA shall represent and covenant for itself and its successors and assigns hereunder that any consent required by SPLIA hereunder shall not be unreasonably withheld.

(5) Records Concerning the Premises

SPLIA may in its sole discretion maintain in its files photographs, drawings, memoranda and other documentary evidence as to the physical condition and design of the Premises, all of which shall be made available to any owner of the Premises for inspection at the offices of SPLIA during SPLIA's normal business hours upon reasonable notice to SPLIA. SPLIA may at its option require as a condition to transfer of the Premises that such proposed transferee examine such records and acknowledge in writing that the physical condition is as set forth therein or if it is not, SPLIA shall upon request of such proposed transferee amend its records accordingly.

(6) Transfer of Premises

Future owners of the Premises shall not transfer all or any portion of the Premises without giving at least thirty days' written notice of intention to do so to SPLIA, which notice shall set forth the price and other terms and conditions proposed and the name and address of the prospective transferee. In the event that within such thirty day period, SPLIA gives notice to the then Owner of the Premises of SPLIA's intention to require the proposed

transferee to examine the records of SPLIA with respect to the Premises and acknowledge the physical condition of the Premises in accordance with paragraph (5) above, then no such transfer shall take place until the provisions of said paragraph (5) have been complied with. Any purported transfer, other than a transfer by operation of law to the heirs, executors, administrators or legal representatives of the owner, without compliance with the provisions of this paragraph (6) shall be null and void. Upon compliance with the provisions of this paragraph, SPLIA shall furnish to the owner evidence of such compliance in recordable form. In event of any transfer, the Covenants hereunder shall not be extinguished with respect to the Premises but shall continue to be binding on all transferees.] XX

(7) Right of Re-entry to Correct Breach of Covenants

In the event that any of the Covenants with respect to the Premises are breached, then, in addition to all other rights which SPLIA may have with respect hereto, SPLIA shall have a right of re-entry with or without process of law for the purpose of doing such work as may be necessary or desirable in order to correct such breach, which work shall be done at the owner's expense and the cost thereof plus interest at the then legal rate shall constitute a lien against the Property in favor of SPLIA and its successors and assigns until paid.

(8) Enforcement of Covenants

SPLIA or its successors and assigns may enforce the Covenants by proceedings at law or equity against any person or persons

violating or attempting to violate any Covenant either to restrain violation, to recover damages, or to enforce the rights of re-entry provided for herein, and SPLIA may enter and inspect the Premises at reasonable times in order to insure compliance with the Covenants; provided, however that SPLIA shall have no affirmative duty to any future owner, abutting or neighboring owner or any third party whatsoever to undertake any maintenance or repairs or renewals or replacements of any sort whether SPLIA or a future owner be in title.

All costs and expenses incurred by SPLIA in any legal proceeding to enforce compliance with the covenants shall be reimbursed to SPLIA by the owner of the Premises. Failure by SPLIA to enforce any Covenant shall in no event be deemed a waiver of the right to do so, and any waiver of any Covenant with respect to the Property shall be effective only if contained in a writing signed by SPLIA in form suitable for recording.

(9) Assignment by SPLIA

The right to enforce the Covenants may be assigned by SPLIA to the State of New York or any subdivision or instrumentality thereof or to any organization established under the laws of the State of New York or any subdivision or instrumentality thereof for purposes similar to those of SPLIA. Any such assignment shall be exercisable only by a written instrument duly executed by SPLIA in form suitable for recording and shall become enforceable with respect to the Premises only upon such recording in the Nassau County Clerk's Office. In the event that SPLIA shall at any time

cease to exist without having assigned its rights hereunder, such rights shall inure to the benefit of and be enforceable by the National Trust for Historical Preservation or its successor. If, however, the National Trust for Historic Preservation or its successor, shall not be in existence and the Covenants have not theretofore been assigned by SPLIA or its successor hereunder, the Covenants shall be enforceable by the Attorney General of the State of New York.

(10) Binding Nature of Covenants

Except as otherwise provided in Section 345 of the Real Property Law of the State of New York, the Covenants shall run with the Property, and any conveyance of any portion of the Property shall be subject thereto whether or not the Covenants are referred to in any deed or other instrument or transfer.

(11) ~~Distribution of Proceeds of Sale~~

In the event of a sale of the Premises pursuant to this paragraph, then the proceeds therefrom shall be distributed as follows:

(a) ~~\$150,000.00~~ to SPLIA or its assignee for the establishment of an endowment fund for the purpose of enforcing the covenants and restrictions imposed upon the property.

(b) the balance of the proceeds shall, within 90 days following the closing, be distributed to such other charitable and/or historical societies as the majority of the Committee may direct, which direction must be in writing. In default of such direction, SPLIA or its assignee shall so distribute the balance of

the proceeds.

(12) Amendments

Decedent's son, Henry deVilliers Williams III, who is well aware of decedent's desires concerning the preservation of the Premises for historical and cultural purposes is, at the request of the County or any subsequent grantee, authorized to amend any of the conditions pursuant to which the Premises are devised and bequeathed, so long as such amendment will not destroy the charitable nature of the devise and bequest under this Clause nor decedent's estate's right to an estate tax charitable deduction therefore.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as foresaid.

AND the party of the first part, in compliance with section 13 of the Lien law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Henry deVilliers Williams III
Henry deVilliers Williams, III

Robert Mann Williams
Robert Mann Williams

APPROVED:

John B. Kenna Sr. KEO
DEPARTMENT OF RECREATION AND PARKS

The Bank of New York

By: Robert F. D'Amico

FORM APPROVED:

[Signature]
DEPUTY COUNTY ATTORNEY

County of Nassau

By: [Signature]

STATE OF NEW YORK
COUNTY OF NASSAU) SS.:

On the 18th day of December, 1996, before me personally came Henry deVilliers Williams, III, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

John A. Dowd
NOTARY PUBLIC

JOHN A. DOWD
Notary Public, State of New York
No. 30-1009014, Qual. Nassau Co.
Commission Expires February 28, 1998

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS.: NEW CANAAN

On the 19th day of December, 1996, before me personally came Robert Mann Williams, III, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Marie Burke
NOTARY PUBLIC

My Commission Exp. July 31, 2001

STATE OF NEW YORK)
COUNTY OF NASSAU) SS.:

On the 18th day of December, 1996, before me personally came Robert D'Aleo, to me known, who, being by me duly sworn, did depose and say that he resides at No. 170 Longvue Terrace, Yonkers, New York 10710 and that he is a Vice-President of THE BANK OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

John A. Ford
NOTARY PUBLIC

JOHN A. FORD
Notary Public, State of New York
No. 33 Empire Blvd., Great Neck, Nassau Co.
Commission Expires February 28, 1998

STATE OF NEW YORK)
COUNTY OF NASSAU) SS.:

On the 15th day of January, 1997, before me personally came Robert L. Oiden, to me known, who, being by me duly sworn, did depose and say that he resides at No. 620 West Street, Mineola, N.Y. 11501

that he is the Deputy County Executive of NASSAU COUNTY, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Thomas J. Turano
NOTARY PUBLIC

THOMAS J. TURANO
Notary Public, State of New York
No. 4976582
Qualified in Suffolk County
Commission Expires January 14, 1999

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563K6005
abstracts from

Rec. 1, Ref to:
Abstracts, Encl.
585 Stewart Ave
Garden City N.Y. 11530

36-97 (74 ATTY)

Document 3

Pertinent Provision of SEQR

- (37) interpretation of an existing code, rule or regulation;
- (38) designation of local landmarks or their inclusion within historic districts;
- (39) an agency's acquisition and dedication of 25 acres or less of land for parkland, or dedication of land for parkland that was previously acquired, or acquisition of a conservation easement;
- (40) sale and conveyance of real property by public auction pursuant to article 11 of the Real Property Tax Law;
- (41) construction and operation of an anaerobic digester, within currently disturbed areas at an operating publicly-owned landfill, provided the digester has a feedstock capacity of less than 150 wet tons per day, and only produces Class A digestate (as defined in 6 NYCRR § 361-3.7) that can be beneficially used or biogas to generate electricity or to make vehicle fuel, or both;
- (42) emergency actions that are immediately necessary on a limited and temporary basis for the protection or preservation of life, health, property or natural resources, provided that such actions are directly related to the emergency and are performed to cause the least change or disturbance, practicable under the circumstances, to the environment. Any decision to fund, approve or directly undertake other activities after the emergency has expired is fully subject to the review procedures of this Part;
- (43) actions undertaken, funded or approved prior to the effective dates set forth in SEQR (see chapters 228 of the Laws of 1976, 253 of the Laws of 1977 and 460 of the Laws of 1978), except in the case of an action where it is still practicable either to modify the action in such a way as to mitigate potentially adverse environmental impacts, or to choose a feasible or less environmentally damaging alternative, the commissioner may, at the request of any person, or on his own motion, require the preparation of an environmental impact statement; or, in the case of an action where the responsible agency proposed a modification of the action and the modification may result in a significant adverse impact on the environment, an environmental impact statement must be prepared with respect to such modification;
- (44) actions requiring a certificate of environmental compatibility and public need under articles VII, VIII, X or 10 of the Public Service Law and the consideration of, granting or denial of any such certificate;
- (45) actions subject to the class A or class B regional project jurisdiction of the Adirondack Park Agency or a local government pursuant to sections 807, 808 and 809 of the Executive Law, except class B regional projects subject to review by local government pursuant to section 807 of the Executive Law located within

Document 4

Dendrochronological Study of Property

A DENDROCHRONOLOGICAL STUDY OF THE WILLIAMS HOUSE,
PORT WASHINGTON, NEW YORK

by

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Introduction

In an effort to establish some absolute dates and the chronological sequence of building phases in the Williams House, a dendrochronological analysis of some major structural beams has been performed. From architectural evidence, three separate structural components are evident or suspected. From the "oldest" central section, seven basement beams (designated WHA) and three ceiling and vertical support beams (designated WHD) were cored. Of these ten specimens, two proved to be American chestnut (*Castanea dentata*). The remaining eight beams were from oak (*Quercus*) species. Although the actual species could not be positively identified, white oak and red oak are highly probable species. From the large east wing addition (designated WHB), five basement beams of all oak were cored. And from a small addition on the north side of the earliest WHA section (designated WHC), four basement beams were cored. Of these, two proved to be chestnut. Only the oak specimens have been examined in the study because of low number of annual rings in the chestnut cores (26 to 41) and the lack of any dated chestnut chronology from living trees. Thus, of the 19 sampled beams, 15 were examined for this study. See Figures 1 and 2 for a schematic layout of the beam locations.

The majority of the oak basement beams had the original bark surface present. Unfortunately, the degraded quality of the outer few annual rings (estimated to be 2-5 in most cases) resulted in the loss of those rings in coring the beams. Fortunately, a ceiling beam and a vertical support beam in the WHD section each had a solid bark surface which provided a complete ring sequence.

Dendrochronological Analysis

The 15 oak cores were mounted and surfaced to a high polish using increasingly finer grit sandpaper. The annual rings of each core were counted and skeleton plotted in traditional fashion. The total number of rings ranged from 30 to 141 with the majority in the 40 to 60 year range. This is a low number for tree-ring dating which necessitates some caution in interpreting the results of this study. The skeleton plots revealed some internal cross-dating among three beams of the WHA and WHD sections and among all five beams of the WHB sections. The two WHC oak beams showed no cross-dating among themselves or with any other beams. However, these results were extremely encouraging given the shortness of the series. More significantly, there was also an indication that the WHD and WHB cores cross-dated between themselves with an offset of 16 years, the WHD cores being 16 years earlier than the WHB cores.

All 15 cores were then subjected to a statistical cross-dating program based on a sliding correlation method. By this method, two undated master (or average) chronologies were developed in a stepwise manner for the WHA-WHD and WHB sections. Again, the WHC cores failed to fit in. Each undated master contained the same cores with the identical alignments found by skeleton plotting, thus verifying the earlier subjective (but nonetheless reliable) method of dating. Finally, the WHA-WHD and WHB masters were computer cross-dated. The

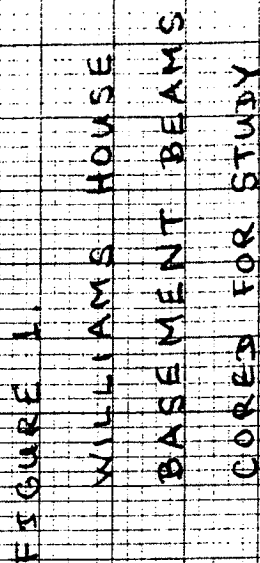
only significant match occurred at an offset of 16 years, again verifying the skeleton plot method results. The probability that this match occurred by chance alone is only about one in a thousand. On this basis, the WHA-WHD and WHB masters were combined into an undated composite master 68 years long.

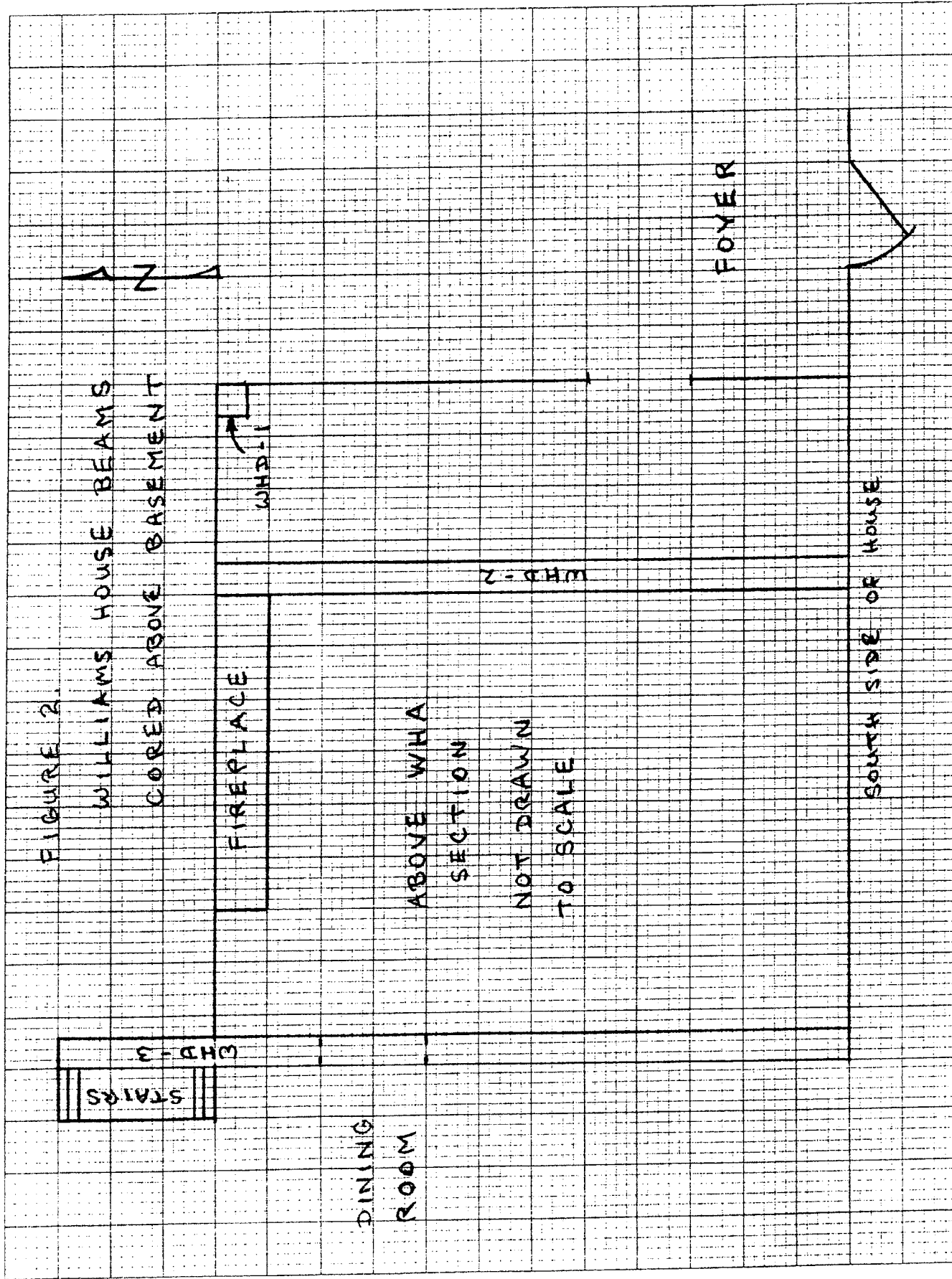
To place the WHA-WHB-WHD master correctly in time, this series was computer cross-dated against a dated master chronology developed from living trees and a house constructed in 1738. The house is located only about 25 miles from the Williams house in the southern Hudson Valley. The complete dating master begins in 1491 and is dominantly constructed of the house material up to 1738. The living tree chronology is from near New Brunswick, New Jersey, and spans 1674-1981. The computer cross-dating program produced only one significant match between the two series at 1690. The probability that this match is spurious is less than one in 500. Taking into account the 16 year offset of the WHA-WHD and WHB masters, the older central section was probably built shortly after 1674. This is a bark or cutting date of the trees because of the excellent preservation of the outer rings. The east wing addition, WHB, was probably built from trees cut no later than 1693-95 based on the estimated number of rings lost in coring. See Figure 3 for the exact temporal placement of the beams used in the WHA-WHB-WHD master. The actual construction dates could be a year or two later than the cutting dates depending on whether or not the logs were stockpiled and seasoned.

Discussion

The proposed dendrochronological dates for two construction phases of the Williams house differ significantly from some historical evidence that may apply to this house. The may is very important since the historical evidence could be for a nearby house across the road. Given the shortness of the WHA-

WHB-WHD master series (only 68 years), these dates should be accepted with a closing caveat. Additional tree-ring chronologies from historical structures and living trees on Long Island could reveal strong enough differences with the chronology used to date the Williams House to warrant a reevaluation of these dates. While not likely, this eventuality must be kept in mind. It may also be possible to date the currently undated beams this way. The cause for this lack of dating is presently unclear. A different oak species is one possibility.





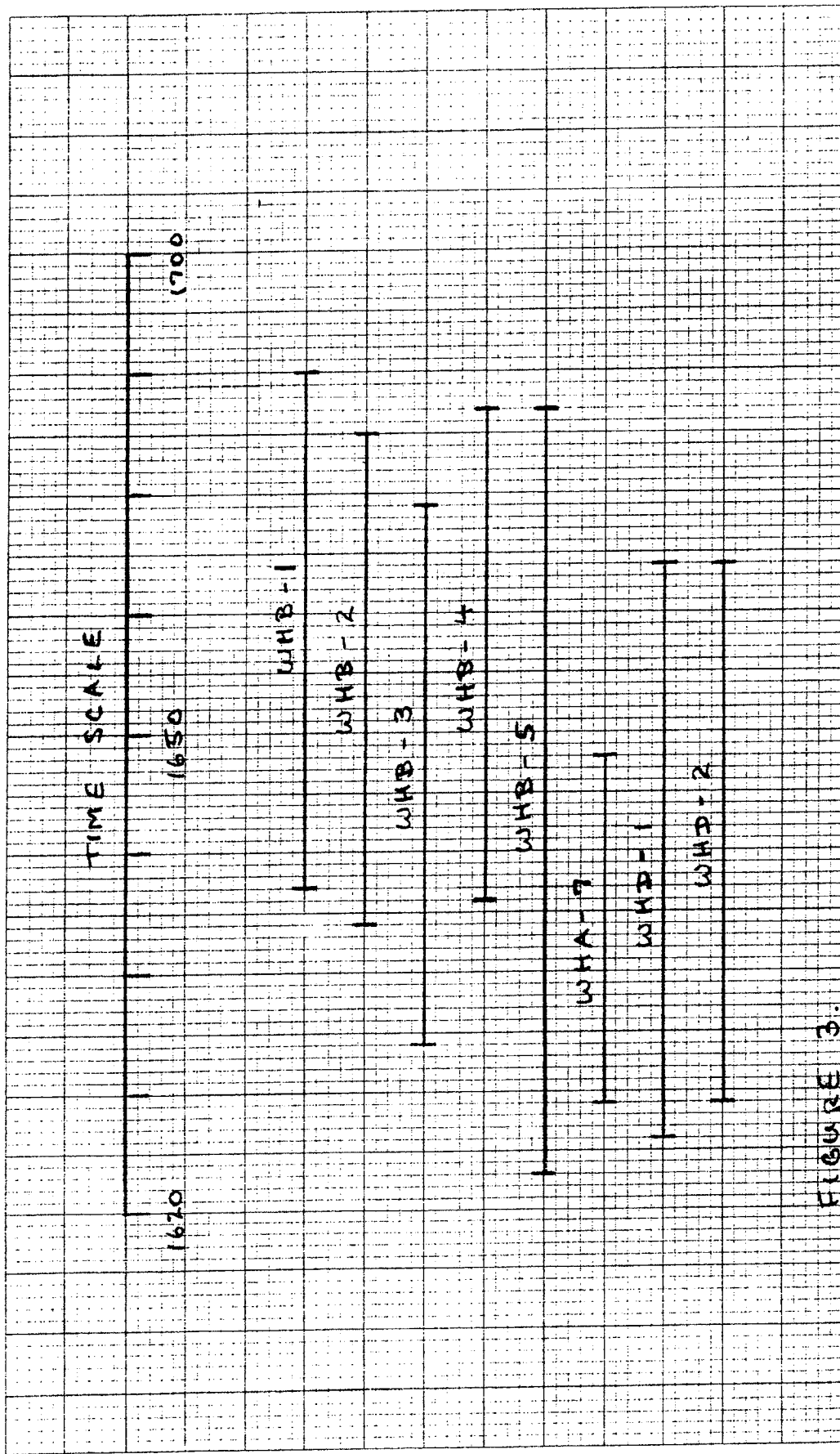


FIGURE 3.

WILLIAMS HOUSE BEAMS USED IN
MASTER TO ESTABLISH CONSTRUCTION
DATES OF TWO SECTIONS.

Document 5

Conditions Assessment of Property

FLOWER HILL
ELDERFIELDS, MANHASSET, NY
CONDITIONS ASSESSMENT

Prepared for: **County of Nassau
Department of Parks, Recreation and Museums
Nassau Parks Conservancy
Nassau Hall
1864 Muttontown Road
Syosset, NY 11791**

Prepared by: **Long Island Traditions
382 Main Street
Port Washington, NY 11050**

December 23, 2004

*This report was made possible, in part, by a
Technical Assistance Grant from the
Architecture Planning and Design Program of the
New York State Council on the Arts,
175 Varick Street, New York, NY 10014.*

Flower Hill

This report has been prepared to assist Nassau County to plan the repair and reuse of Elderfields, located at 200 Port Washington Boulevard in Manhasset, NY. The former residential property was given to the County in 1997 with the goal of preserving and providing public access to the main house, which incorporates one of the oldest standing timber-framed structures in the region.

The report assesses architectural conditions in need of attention and outlines a program of prioritized repairs. It is based on a one-day inspection and review of drawings and reports provided by the County. The inspection included the exteriors of all buildings on the property, and the interior of the east and kitchen wings of the main house. Fieldwork was preceded by a meeting attended by Commissioner Doreen Banks, Eileen Feinman, and Harrison Hunt of the Nassau County Department of Parks and Recreation, Nancy Solomon of Long Island Traditions, and Wesley Haynes, building preservation consultant to Long Island Traditions, on November 9, 2004. Following a discussion of capital needs and re-use ideas, the consultant agreed to expand the scope of the report to provide a general assessment of the architectural integrity of building features, and recommended work needed to adapt the property for use as a center for arts. The recommendations also include an opinion of costs.

DESCRIPTION

The 3.5 acre irregularly-shaped parcel is bounded by Port Washington Boulevard along its east edge and private properties elsewhere. The parcel is a remnant of the much greater land holdings of the Hewlett family which were subdivided at several intervals. The existing lot was the final subdivision by the Levitt interests in the early 1940s. There are six buildings on the lot: the main house, two garages, a carriage barn, a cottage, and a potting shed.

Main House. The rambling, main house is the most significant building on the property. The framed house has three major components: the east wing, a two-and one half story gable-roof massed structure at the east end; the kitchen wing, a one-and-one-half story gable- and shed-roofed structure at the center; and the west wing, a two-and-one-half story gable roof structure similar to the east wing, with shed-roofed additions on two sides, at the west end. The east and west wings stand above full cellars. The kitchen wing is built close to grade over a narrow crawl space. The house is clad in painted wood shingles and roofed with asphalt shingles throughout. It results from five major stages of construction as identified in a historical survey prepared by architectural preservation consultants Frank Matero and Zachary Studenroth in 1984:

- Stage I Around 1675, the east wing originated as a one-story heavy timber frame structure.
- Stage II After stage I, probably between the mid- and late-18th century, a pre-existing c1695 heavy timber house frame was added to the original core, expanding the east wing to the east into a one-and-one-half story, five-bay, center hall dwelling.

Stage III

After stage I, probably between the mid-18th and early 19th centuries, the east wing was expanded to the west and rear by the addition of a one and-one-half story framed kitchen



The stage III kitchen addition, view of front toward the northeast, between the original core as enlarged in stage IV to the right, and stage V west wing to the left. The small lean-to, now an entry foyer, is probably an earlier small addition.



The stage III kitchen addition, view of rear toward the southwest. The dormer appears to be a later change to the kitchen wing.

Stage IV

In the mid- to late-19th century, the stage II east wing was enlarged vertically by the construction of a full second story, attic and existing roof framing.



The original and stage II east wing as enlarged in stage IV, view of front toward the northwest. The original core is encapsulated behind the two first story windows to the left of and including the front door. Stage II construction is behind the first story windows to the right of the front door. Half-windows may have been present in the second story during stage II, but the existing full height window and gable roof date from stage IV.



Stage IV massing of the east wing, view of rear toward the south.

Stage V

In the early 20th century, a free-standing building was moved to the site and attached to the west wall of the kitchen wing. The addition of this west wing appears to be contemporary with the introduction of the retaining wall west of the house to level the ground, and construction of new basement walls under the older construction. The existing shingle cladding appears to have been installed at this time.



The stage V west wing, view of front toward the northeast

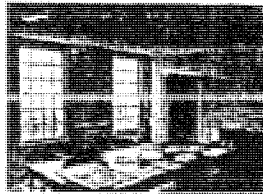
The stage V west wing, partial view toward the south of rear elevation.

Today, the building's exterior looks much the same as it did in the early 20th century. The interiors have been subject to greater change in the 20th century. The first floor rooms of the east and kitchen wings retain a stronger sense of their pre-19th century character than the second floor, retaining original plans and volumes, and some early hearth, door, wainscot, trim, and floor finish details which originated in the house. Owners in the 20th century reconfigured the second floor plan to introduce closets and bathrooms and installed antique features and finishes salvaged from other structures. Most rooms throughout the house now have matched narrow width board floors which are typical of the late 19th to mid-20th centuries, and many wall and ceilings have been replaced with modern finishes imitating historic treatments, such as skim-coated plasterboard. The staircase was stabilized with hidden steel structural elements by the last owners. As a result, these changes have disturbed the baseline architectural evidence necessary for exacting and verifiable interior restoration in most areas. The building is not listed on the State and National Register of Historic Places, but would most likely be eligible on the basis of its association with the earliest European settlement in the area as manifested in the east wing's heavy timber frame, which appears to be largely intact where visible in the cellar. The general survival of architectural features originating with the house on the east wing's first floor, and architectural integrity of the outbuildings, also contribute to the property's significance.

Select Interior Details



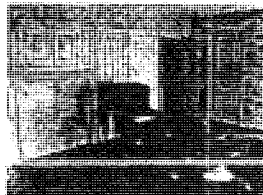
East wing, first floor, front chamber of the original phase I core. The plan and volume of the room appear to be original. So do the ceiling joists, although they were likely not exposed when built. The wide floorboards are early features, as is the hearth masonry. Further investigation is needed to determine if the hearth tiles and punching, which are antique features, are original to the house. View toward NW



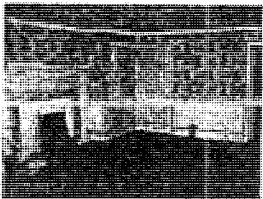
East wing, first floor, southeast chamber. The plan, volume, paneling and mantel, which are typical of the mid- to late-18th century, appear to be original to the house. The marble hearth face, narrow matched board flooring, and ceiling finish are 20th century changes. View toward SW.



Kitchen wing, first floor, main room. The space has been enlarged from its original size by the removal of at least one wall below the ends of the ceiling joists. The hearth is original, as is probably the ceiling height above it. The ceiling finish is plasterboard surfaced with a skim coat to imitate plaster.



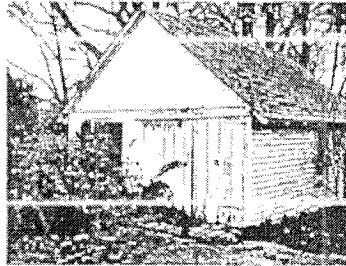
East wing, second floor, southwest chamber. This room was renovated in the 20th century with a colonial revival sensibility. The wall paneling is installed on a stud wall, likely salvaged from another house. The ceiling height is close to original, but the wall at the right of the photo was probably moved to accommodate the bathroom and closet behind. The matched board flooring is typical of the second floor rooms.



East wing, second floor, east chamber. This room was also renovated in the 20th century. The mantel appears to have been reinstalled from elsewhere, and the wall to the right was repositioned.

Outbuildings

Garage 1 is a small gable-roofed one-car garage. The building dates from the early 20th century based on its light framing, exposed rafter tails and drive-through garage bay. The building is built on a slab, sided with clapboard and vertical board siding, and is roofed with asphalt shingles.



Garage 1, view toward the southeast.

Garage 2 is a two-car gable-roofed garage built on a slab. The building appears to date from the mid- to late 20th century. It is sided with clapboard and roofed with asphalt shingles.



Garage 2, view of front toward the southwest.

The **Carriage Barn** is a two-story gable-roofed structure which appears to be built on a low footing and date from the mid- to late 19th century. It is sided with clapboard and roofed with asphalt shingles.



Carriage Barn, view of front toward the northwest.

The Studio Cottage is a one-and-one-half story, shingle-clad gable-roofed structure. Situated on a patio terrace, it appears to be built and date from the early- to mid- 20th century.



Studio Cottage, view of front toward the north

The Potting Shed is a small one-story, clapboard outbuilding that appears to date from the early- to mid- 20th century.



Potting Shed

a tenant, as has

Use. The property was most recently used in the 1990s as a private, single-family residence. Since 1997, the west wing has been occupied by the cottage, has been used intermittently for temporary housing while the east and kitchen wings and other outbuildings remain unused.

1490
1117
2607

1764
1720
3484

Existing Square Footage

	Gross Square Feet			Total
	First Floor	Second Floor	Basement/Attic	
East and Kitchen Wings	1,764	1,720	2,653	6,137
West Wing	1,490	1,117	2,224	4,841
Main House	3,254	2,837	4,887	10,978
Garage 1	337	Na	na	337
Garage 2	440	Na	na	440
Carriage Barn	515	515	na	1030
Studio Cottage	676	NA 676	NA - unknown	676 - 1352
Potting Shed	77	Na	na	77
Total	5,299	4,028	4,887	14,214

13,538

SUMMARY OF CONDITIONS

Overall, the buildings are in fair to good condition. The problems observed during the inspection are:

Main House

moisture control problems, including tree encroachment, poor perimeter drainage, poor insulation installation, chimney flashing failure and impending roof failure, resulting in seasonal cellar dampness, peeling exterior paint, and isolated leaks

aggressive weathering and wear of storm and prime doors and windows resulting from moisture control problems and deferred maintenance

limited moisture damage to interior plaster resulting from plumbing leaks

insufficient site development to provide vehicular circulation, parking, exterior lighting, and barrier-free services available for public use

insufficient interior electrical, plumbing and mechanical systems for public use

Outbuildings

moisture control problems, including vine and tree encroachment, clogged gutters, and loss of positive slope at perimeter, resulting in limited sill and cladding rot and paint failure

limited remaining service life on roof membranes

sash repairs

Main House

Tree Encroachment. Trees and shrubs planted in close proximity to buildings create moist micro-climates which prevent evaporation from building walls. In wood framed building, this increases the moisture content in structural timbers, making them vulnerable to attack by fungi (i.e., rot) and insects, and hastens the failure of protective paint finishes. Encroaching tree limbs further deposit leaves in gutters and may scour or damage roof and claddings under windy conditions. Recent limbing and clearing of trees and shrubs surrounding the house appear to have opened the house up to better air circulation in general, but there are still three mature trees too close to the house. The holly at the southeast corner of the east wing, a deciduous tree crowding the rear lean-to of the west wing, and a very large conifer at the northeast corner of the west wing, need to be more aggressively limbed or removed.



East wing at east end.



West wing at west end, rear.



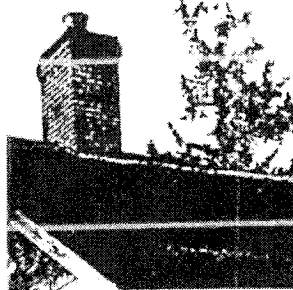
Limbs overhanging north eaves, west wing.

Roofing. The roofs are surfaced with asphalt shingles over several layers of previous roofing. The shingles, which appear to be at least 20 years old, are weathered and wind damaged, and need to be replaced. All intermediate roofing needs to be removed and disposed as part of the project.

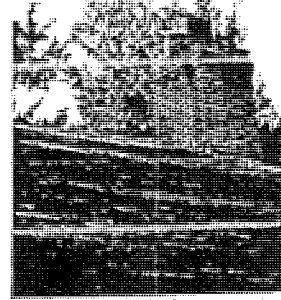
The galvanized step flashings at the chimneys are older than the roof shingles. Recent, minor leaks on the chimney stacks are visible in the east wing attic and second floor of the kitchen wing. Replacement of these flashings with lead-coated copper should be included in the project.



Kitchen wing, south slope at west end.



West wing, south slope at west end.



West wing, south slope at east end.

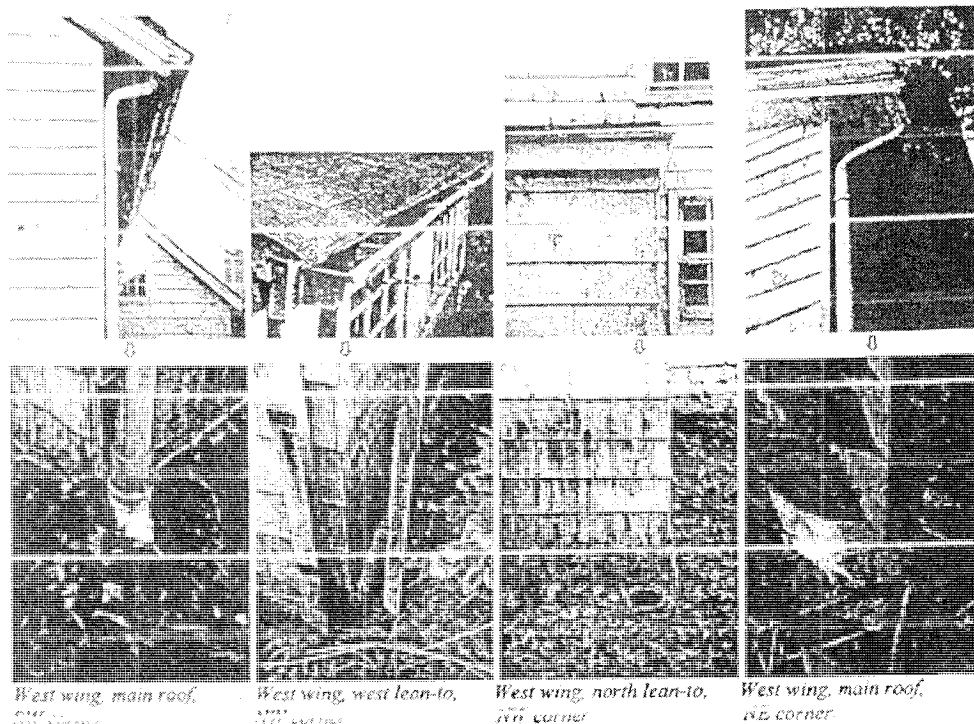
Perimeter and Roof Drainage. On the day of the inspection, the cellars were dry, but they are subject to periodic standing water requiring sumps. Sumps currently dispose temporarily to grade through a cellar window east of the house (see photo at left). There are two sources of seepage: the house's position within the site's prevailing slope, and poorly controlled roof drainage.



The house site occupies the middle ground of the site's natural slope. The highest ground is northwest of the house. Site runoff drains to a vernal pond in the property's southeast corner. The house stands on a relatively flat plane that was leveled to the approximate natural grade at its east end. As a result, the far west end stands below grade behind the retaining wall. Gentle swales and the drive appear to be effective in controlling surface water around the house under normal conditions, and these should be maintained in future landscaping work. Perimeter paving around three sides of the house, consisting of dry-laid stone and brick, and mortared brick, appears to have been added to further prevent runoff and drip line seepage into the foundations. The house remains vulnerable, however, to infiltration during spring thaws and sudden rainstorms or melts above frozen ground.

The roof drainage system, consisting of gutters, downspouts, and above- and below-grade disposition points, is in poor working condition. It is not original to the house, and includes at least three generations of hardware. All eaves of the main roof are or were recently equipped with built-in wood troughs or attached metal box gutters. The gutters drain to eleven downspouts. The wood gutters are rotted, and one box gutter is missing. The gutters were filled with leaves. Eight downspouts dispose water below grade; disposition points are not known. Two drain above grade close to the rear foundation, and another is missing.

The gutters and downspouts should be replaced as part of the planned re-roofing project. Below grade disposition points should be located, mapped, tested, and if necessary, re-routed. In the short term, gutters and downspouts should be cleaned, and above-ground drainage should be

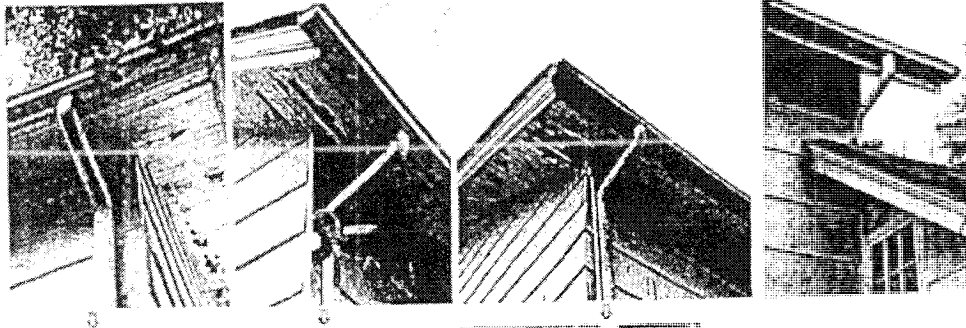


Eaves Trim and Siding. The eaves are plainly trimmed in all sections of the house. The trim is largely intact where visible at raking eaves and soffits, but fascias are likely moisture damaged along gutter runs. The extensive peeling paint at soffits indicates improper roof insulation and/or insufficient air circulation behind. Shingle siding is largely intact, but paint very weathered at the base of the building, where it is subject to backsplash against the perimeter paving below. (For images of typical eaves and siding conditions, see *Perimeter and Roof Drainage* section above.)

The eaves should be repaired as part of the roof project. Insulation should be removed from eaves and reinstalled with plastic air baffles. Linear soffit vents should be introduced behind the fascias into the eaves of the main gable roofs.

The shingles should be scraped, washed with and thoroughly rinsed of biocide and detergent (such as phosphate-free TSP or Mex® or equivalents), primed, and repainted with two coats of finish paint following replacement of rotted shingles at the base.

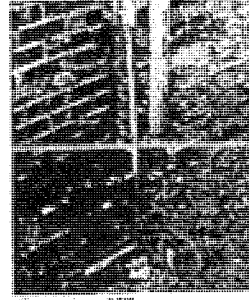
directed away from the foundation a minimum of eight feet with temporary boot extensions.



East wing, SE corner

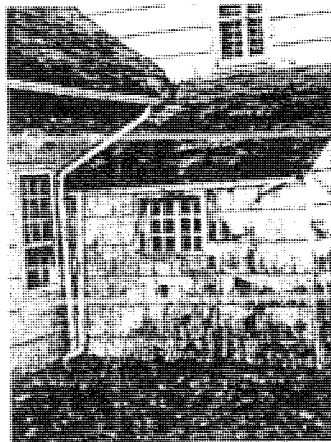


East wing, SW corner

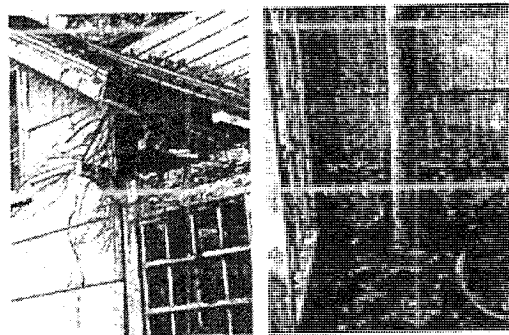


East wing, NE corner

East wing, NW corner



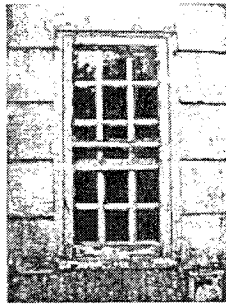
Kitchen wing, SE corner



Kitchen wing, gutter (L) and leader boot (R) at NE corner

Windows. The more than 60 multi-pane window sash are emblematic of the house's evolution and alteration. The earliest sash is small, with small panes carried in heavy muntins. Most examples appear to have been reinstalled from elsewhere on the building or other buildings. Openings on the front of the east wing hold 12 over 12 sash typical of the late 18th century in enlarged window openings. Many of the second floor sash in the second floor of the east wing are colonial revival units dating from the late 19th or early 20th century. Prime sash is equipped with wood storms, most of which is poorly aligned with sash configuration behind.

Testing each window for operation was beyond the scope of the inspection, but it appears that many sash are painted shut or had broken counterbalances where present. The prime and storm sash needs general reputting, scraping and repainting. Many storm units need additional repair and tightening of lower rails.



Early 9/6 double-hung sash with 2-pane storm window

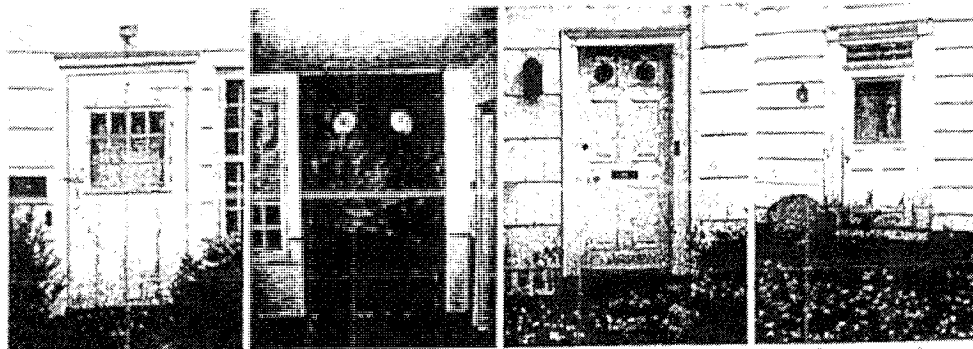


12/12 double-hung sash with 4-pane storm sash

Entrances. There are six primary entrances to the first floor and two exterior doorways to the cellar stairs of the west wing. The doorways are equipped with an unmatched program of prime and storm doors, hinge hardware, locksets, latches and knobs. Most of the prime doors and their hardware are early features which are original to the house or salvaged units installed from other buildings. The storm doors include site-built batten doors and stock 20th century colonial revival storm units. The doorways vary in width, and all entrances are at least one or two steps above grade.

All storm doors are loose and need major repair. At a minimum, joints need tightening, glass needs reputting, and woodwork needs scraping and painting. Two storm units, and one 20th century prime door, are moisture damaged at their lower rails. Hardware on all doors needs to be adjusted. Wrought and cast iron hardware, which is important to the historic character of the house, is not suitable to public use. It should be retained and augmented with contemporary hardware in working entrances and emergency exits.

For public use, the principal public entrance will need to be ramped and refurbished for barrier-free access, and another doorway should be designated for use as the service entrance for major deliveries, trash removal, etc. The front doorway of the east wing is the widest opening and would be the most appropriate for the barrier free entrance. The historic door unit should be treated with care in the process. The second widest entrance, at the rear of the kitchen wing, would be suitable for the service entrance.



Front door, east wing.

Front door, west wing.

Front door, kitchen wing.

Front door, west wing.



Rear door, east wing.

Rear door, kitchen.

Rear door, west wing.

East wing, cellar buckhead (L) and steps (R).

Rear Patio Arbor. The deteriorating arbor at the rear of the east wing is not an historic feature. It should be removed or reconstructed.

Site Improvements. The grounds are accessed from Port Washington Boulevard by a one-lane driveway that winds through the southern half of the lot, ~~and exits into a residential subdivision to the west.~~ A small parking cut large enough for about four cars is south of the drive in front of the house.

For public use, at a minimum, the site will need to accommodate two-way traffic, expanded parking including a designated barrier-free parking space and route to the house, new pathways, signage, and lighting of parking areas, paths and entrances. The existing entrance lighting, which consists of an unmatched group of residential sconce and lamppost fixtures, is not historic and inadequate for public use. Existing step-paved paths to the house are not compliant with barrier-free design standards. The existing temporary security lighting, which is mounted at corners of the building, should be replaced with permanent fixtures which are better integrated with the site. A landscape architect should be retained to design these improvements.



Examples of existing security lighting (L) and entrance lighting (Center and R).

Electrical System. Power enters the site in the southeast corner and is distributed overhead wires by poles along the south and west perimeter of the site. The main house and studio cottage are the only buildings supplied with electricity.

The service drop for the main house is on the east elevation. The conduit service, which probably dates from when central air conditioning was installed, is equipped for 400 amps at the meter. Circuits within the house are wired for minimal residential loads from an early 20th century cartridge fusebox. The fusebox also feeds a late 20th century 105 amps circuit breaker sub-panel. 90 amps of this panel are dedicated to the air conditioning condenser and blower

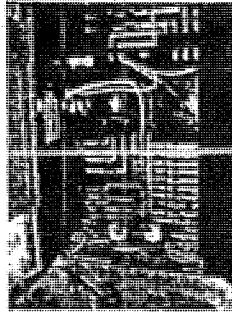
Wiring visible in the cellar consists of older BX and mineral cloth cables which appear to be more than 40 years old. Receptacles are limited in number and positioned for residential use, and most are not grounded.

The fuse box, circuitry and receptacles are not suitable for light office and studio use and should be upgraded. New surface-mounted conduit and outlets provided along baseboards would be

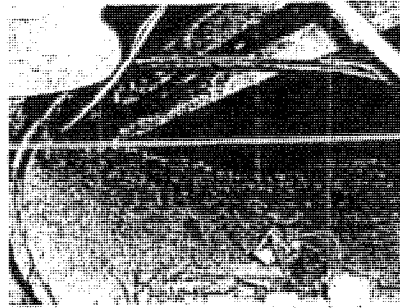
flexible and appropriate. The old fusebox should be taken out of service but retained in place as part of the building's history.



Meter and conduit service.



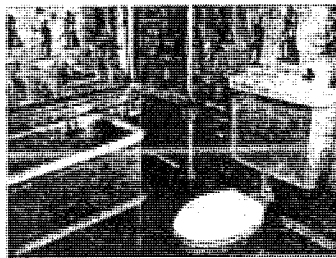
Main fuse box in cellar.



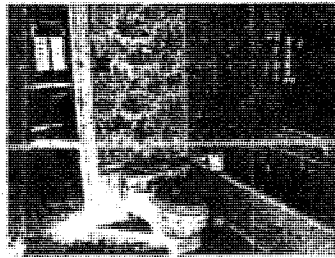
Typical wiring in crawl space below kitchen wing.

Plumbing System. Domestic hot water for the entire main house, including the west wing, is provided by a 40 gallon hot water heater in the east wing's cellar. The tank appears to be 15 to 20 years old. There are three second floor residential bathrooms and two kitchen sinks in the east and kitchen wings. The rear bath in the east wing has older fixtures dating to the first half of the 20th century. The other bathroom fixtures are less than 25 years old. One toilet and one lavatory sink are not in working condition. Leaks from water lines to the front bathroom have damaged a limited area of plaster ceiling in the entrance hall below.

The existing bathrooms are not suitable for public use. Two should be repaired and kept in service for use by studio or office workers on the second floor. At a minimum, a warm-up kitchen would be desirable in the proposed re-use program, but the existing kitchen sinks may not be in the best location. A public restroom on the first floor would be needed, and the northeast chamber in the east wing would provide the most accessible location. This is a highly finished room of uncertain provenance. Any new fixtures introduced here should be free-standing from the wainscoted walls and installed in the most reversible manner possible.



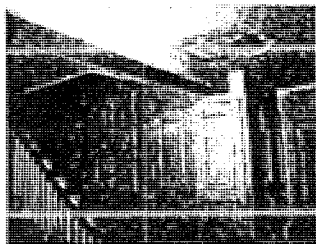
Rear bath, east wing.



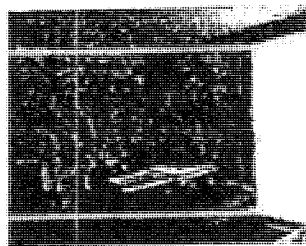
Front bath, east wing.



Bath in kitchen wing.



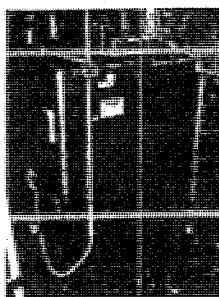
*Moisture-damaged ceiling from leaks
In front bathroom above, east wing.*



First floor northeast chamber in the east wing.

Mechanical System. The main house is heated by two oil-fired hot air systems distributed by ducts. The oil tank is buried in rear of the east wing. The furnace serving the east wing, located in the cellar below, is an older model Sunbeam Westmoreland unit equipped with a more recent Beckett burner. The ducts in the east wing are shared by a split central air conditioning system. An older York condensing unit (50 amp/230 volt/60 hz phase, model CL60 C0B, serial # AO-192841) is located behind the east wing. The blower is an American Standard unit (18 FB EI UZ series) located near the furnace.

Regardless of use, the loose furnace vent connection with the chimney flue needs to be sealed with refractory cement, and the oil tank will need to be relocated above grade within the next decade. At a minimum, the furnace and condenser should be replaced with new units if the building is adapted for an arts center or otherwise occupied. The new furnace should be installed to within a full or partial enclosure of fire-rated construction to protect the historic timber frame. Mechanical ventilation will need to be provided at the second floor if the rooms are used for studios.



Oil furnace, east wing.



Oil fill at buried tank



AC condenser, east wing.



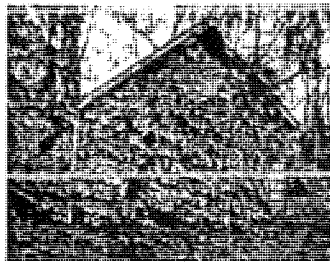
*Loose furnace vent at
chimney*

Outbuildings

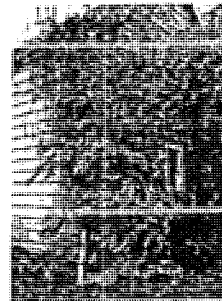
Tree and Vine Encroachment. Trees, shrubs and vines are too close to three of the outbuildings. Vines should be removed from the walls of these buildings. All low shrubs should be cleared within 10 feet of the foundations. All trees and large shrubs should be limbed within 15 feet of the buildings.



Garage 1 at rear (south).

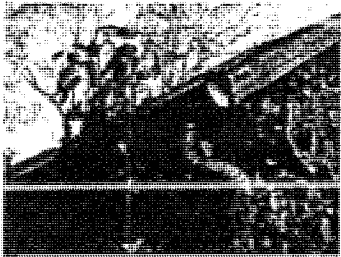


Garage 2 at side (east).



Carriage Barn at rear (north).

Roof and Roof Drainage. Garage 2, the carriage barn, and the studio cottage are equipped with gutters and leaders which drain above grade. The gutters of the garage and barn are very clogged with leaf litter, and the disposition is too close to the footings of all buildings. Gutters need to be scheduled for regular cleaning, and leader boots should be extended.

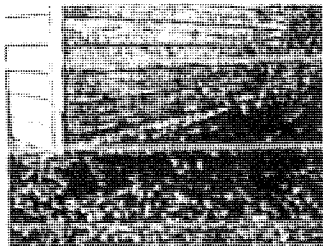


Garage 2 at rear.



Carriage Barn at west side.

Sills and Siding. The lower course or courses of clapboards has failed on garage 2, the carriage barn and the potting shed, exposing the sills to moisture. At least 3 sills are rotted to some extent, the worst being in the small potting shed. Failed lower clapboards need to be replaced, and rotted sill members sistered or replaced. Sill repairs may be postponed temporarily if leaf litter is raked from the perimeter of the buildings, and damaged clapboards are covered with building paper. The paper should be stapled in place and tucked below the lap of the first sound clapboard above.



Garage 2, southeast corner.

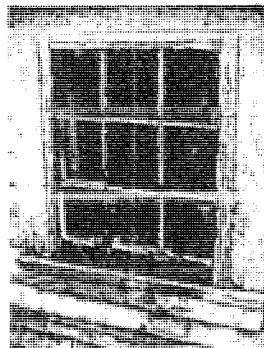


Carriage Barn, east edge.



Potting shed, north side.

Sash. The fixed sash on the unheated outbuildings are in need of general maintenance. The sash is presently marginally watertight except for the north sash of the potting shed, which needs major repair. The sash on the studio cottage appears to be in satisfactory weathertight condition.



Potting Shed, north window.

RECOMMENDATIONS

The repair and site development measures recommended above are summarized and prioritized below as immediate, urgent, and necessary. Work items needed to reverse active moisture or safety problems are classified as immediate, requiring attention within one year. Urgent work items are also critical needs which may be postponed in the short term if funds are lacking, but will need to be addressed within three years. For the purposes of this report, improvements needed to upgrade the property from residential to public use and adapt it to a center for artists are classified as necessary, as are longer term needs anticipated within 10 years.

The summary recommendations include an opinion of cost. Recommendations are based on a reconnaissance level survey and do not include a comprehensive review of violations or needs required by local building codes. Costs are preliminary and are not inclusive, for they not based on a schematic plan or quantity take-offs. Costs are based on the consultant's recent experience with work of similar scope in the New York metropolitan area and should be considered subject to further refinement. Since the scope of the inspection was limited to the exteriors of the buildings and interior of the east and kitchen wings only, work items and costs associated with the other interiors are not included. Costs for site development work needed to provide better access, parking, lighting and signage are also omitted intentionally, for a site development scheme has yet to be prepared.

Immediate

Limb 3 trees @ main house	\$	3,000	
Remove shrubs and vines, rake litter @ 3 outbuildings		500	
Replace roof and flashings, repair eaves @ main house		72,000*	←
Clean gutters and leaders @ all buildings		300	
Extend above-grade leader boots and sump drain @ main house		100	
Replace gutters and leaders @ main house		12,000	included in *
Repair damaged base shingles @ main house		1,000	
Protect damaged base claddings @ outbuildings with temporary building paper		100	
Shop 50 main house storm sash, repair, reputty and repaint		7,500	
Replace 10 main house storm sash with new units		2,000	
Shop 4 main house storm doors, repair and repaint		1,200	
Furnish and install 2 new wood main house storm doors		1,200	
Re-insulate attic with baffles and vents at eaves		6,000	
Scrape, prep, prime and repaint main house trim and siding excluding sash		25,000	
Seal furnace vent at flue		50	
Replace 1 fixed sash in potting shed		100	
Subtotal, Immediate		142,000	

120,050

* Figure includes base bid for planned work as reported to consultant.

Elderfields Conditions Assessment

917
856-2085

Urgent Repairs

Shop 60 main house prime sash, repair, reputty, repaint, reinstall in working order	24,000
Repair sills @ 3 outbuildings (worst case)	9,000
Repair 10 fixed-sash in place @ outbuildings	500
<i>Subtotal, Urgent Repairs</i>	<i>33,500</i>

Necessary Repairs and Improvements

Re-direct sump drainage to disposition point below grade	3,800
Re-connect 3 roof drains to below-grade disposition points @ main house	3,000
Upgrade entrances for public / barrier-free/service use	10,000
Replace-in-kind 5 outbuilding roofs	30,000
Repaint 4 outbuildings	18,000
Provide new main electrical panel and surface-mounted circuitry at baseboards in east and kitchen wings	28,000
Replace hot water tank	2,200
Replace one toilet and one lavatory in existing east wing/kitchen bathroom	4,000
Add new barrier-free rest room on first floor using free-standing fixtures	22,000
Remove 2 door saddles and patch floor	1,200
Patch plaster in entrance hall	500
Touch-up interior finishes in east wing / kitchen	1,500
Remove buried oil tank / furnish and install new tank	2,500
Replace hot air furnace in east wing	7,000
Install fire protection at furnace	1,750
Replace air conditioning condenser/upgrade system	12,000
Provide new mechanical ventilation @ second floor east / kitchen wing	5,000
Improve driveway	
Improve pathways	
Expand parking area (up to 25 cars)	
Provide designated barrier-free parking	
Provide ramp(s) to entrances	
Upgrade electrical lighting	
Upgrade/provide electrical service to outbuildings	
Provide exterior signage	

Subtotal, Necessary Repairs and Improvements

~~\$ 152,450~~
150,250

Summary Opinion of Cost

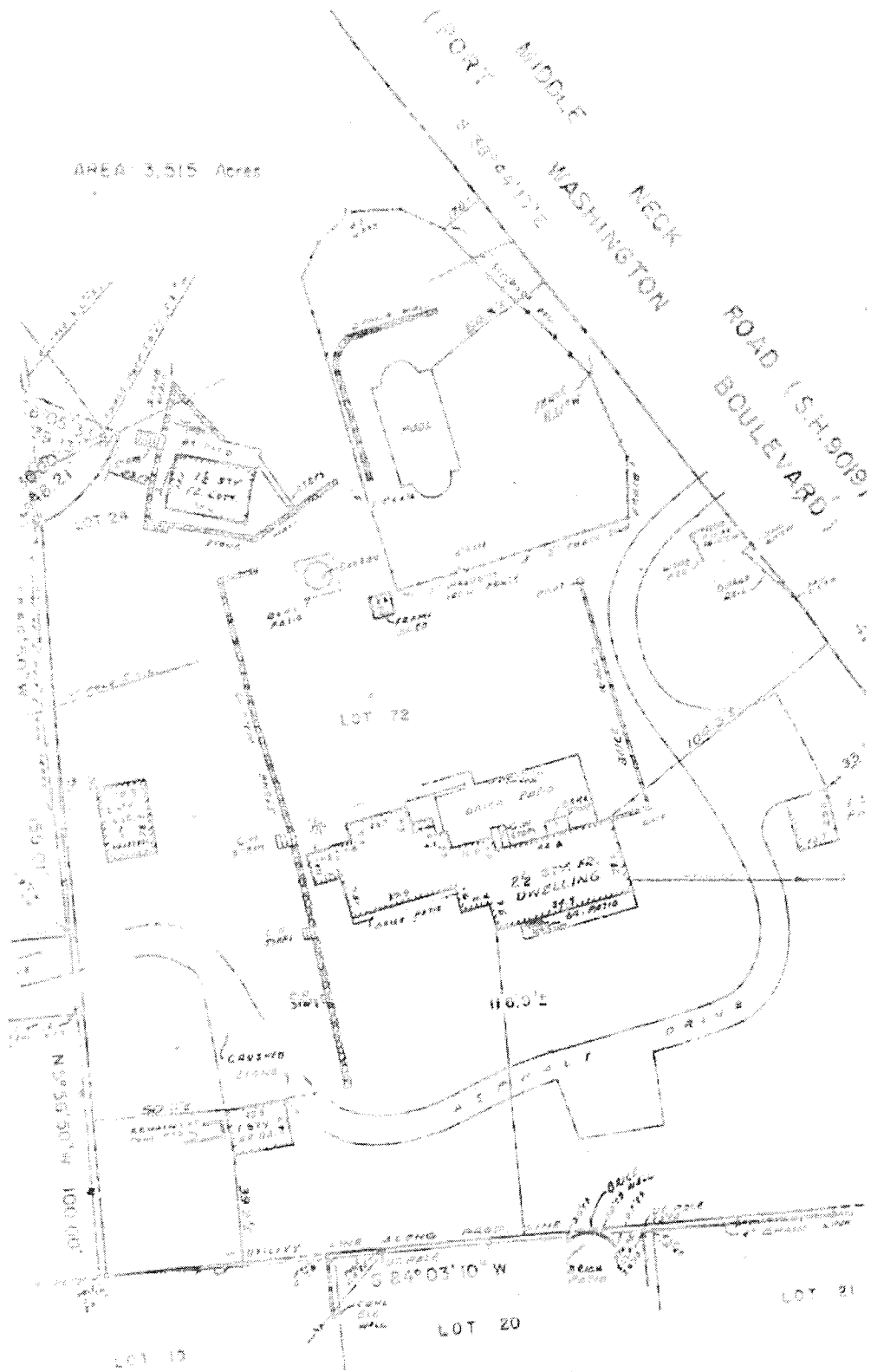
Immediate	\$ 142,050 120,050
Urgent	33,500
Necessary	152,450 150,250
<i>Grand Total</i>	

~~\$ 326,000~~

303,800

Elderfields Conditions Assessment

AREA 3.515 Acres



Document 6

Pertinent Provisions of Village Code Regarding Landmarks

§ 143-1 Statement of intent.

The preservation, protection, enhancement, perpetuation and use of places, districts, sites, buildings and structures having a special character or special historical, cultural or aesthetic interest or value, including appropriate and reasonable control of the appearance of private property within public view within the village, is determined by the Board of Trustees to foster stability within the community, an appreciation of heritage and furtherance of education, and is hereby deemed to be in the best interests of the public welfare.

§ 143-7 Regulations.

- A. No structure may be constructed, altered, repaired, moved or demolished once it has been designated as having a special character or special historical, cultural or aesthetic interest or value hereunder, or if it is situate upon a site so designated or located wholly or partially within a district so designated, unless full compliance is had with the provisions of this section.
- B. Review pursuant to this section shall be limited to the exterior architectural features of the structure and shall not apply to interior features.
- C. Criteria for review by the Commission shall include, but not be limited to, the significance historically and architecturally of the site, district or structure, including its relation to the surrounding area; the general appropriateness of the exterior design as it relates to the area; such other factors deemed relevant to the special character or special historical, cultural, architectural or aesthetic interest, value or significance of the site, district or structure and the surrounding area.
- D. The alteration, repair or addition to a structure designated as having a special character or special historical, cultural or aesthetic interest or value or to one situate upon a site so designated, or located wholly or partially within a district so designated, shall be consistent with the materials and style of the architectural period of the structure.

§ 143-8 Plans, permits and variances.

- A. No building permit shall issue for demolition, alteration, improvement or other construction on any site or structure under consideration for designation hereunder; after having been designated as a site, district or structure having a special character or special historical, cultural or aesthetic interest or value, no such building permit may issue except in conformity with §§ 143-7 and 143-8 of this chapter.
- B. Applications for building permits for a structure designated as having a special character or special historical, cultural or aesthetic interest or value, or for one situate upon a site so designated, or located wholly or partially within a district so designated pursuant to this chapter, shall be made in accordance with the general provisions of this Code, except as hereinafter provided. Any such application shall indicate that the structure or the site or district within which the structure is situate is a designated property, and the plans submitted shall show the subject structure, its relation to adjacent structures, the proposed construction, alteration, repair, moving or demolition, and a list of property owners within a three-hundred-foot radius of the boundaries thereof.
- C. No building permits shall issue for constructing, altering, repairing, moving or demolishing a structure designated as having a special character or special historical, cultural or aesthetic interest or value, or for one situate upon a site so designated, or for one located wholly or partially within a district so designated, except by order of the Board of Trustees after review of the plans and consideration of the recommendation of the Commission.
- D. Where a variance may be required, the Commission shall, upon the filing of an application for such

variance, submit a copy of its report to the Zoning Board of Appeals of the village.

- E. Nothing herein contained shall limit the ordinary maintenance and repair with like materials of similar style, quality, color and design of any site or structure designated hereunder.
- F. Additional requirements for demolition permits. In addition to all other requirements pertaining to the issuance of permits, any application for a demolition permit shall include a site development plan. Approval of the site development plan by the Board of Trustees is a prerequisite to the issuance of a demolition permit. **[Added 10-5-2009 by L.L. No. 18-2009]**

§ 143-10 Exemptions.

Nothing herein contained shall limit action by the appropriate authority in the case of an unsafe building or one that is dangerous to the life, health or property of any person.

§ 143-11 Penalties for offenses.

Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be punishable as provided in Chapter **1**, General Provisions, Article **II**, Penalties, of the Code of the Village of Flower Hill.