

MEMORANDUM: Elderfields Preserve

As a follow up to the last meeting, this memo is provided to provide more background regarding this hearing and to respond to questions that were raised.

The property being considered is the Elderfields Preserve, which is a property owned by Nassau County located within Flower Hill. It is the subject of this hearing regarding whether to identify it as a landmark under Chapter 143 of the Village Code entitled "Landmarks Preservation". As questions were raised about practical effect of a property being identified as a landmark under the Village Code, I have attached the relevant sections of that Chapter to this memo (Document 6). In summary, the major points are:

----Any application for a building permit for a landmarked structure must indicate that it has been identified as being one.

---- No structure may be constructed, altered, repaired, moved or demolished once it has been designated as a landmark or if it is located at a site that has been designated as a landmark except by order of the Board of Trustees after review of the plans and consideration of the recommendation of the Landmarks Commission.

----The review of structures being considered as landmarks is limited to exterior features.

----If a variance is sought under the zoning code of the Village by a person seeking to conduct work on a structure marked as a landmark, the Board of Zoning Appeals would be provided with a report from the Landmarks Commission.

It should be noted that the provisions under this Chapter do not relate to zoning considerations, such as the permitted uses of the property, dimensional requirements, and lot size. These considerations are addressed through the applicable zoning requirements approved by the Board of Trustees as they deem appropriate.

This property has been identified as a property worthy of consideration as a landmark by the Village Landmarks Commission. I have attached that Commission's decision with this memo (Document 1). In the decision, the Commission specifically notes the property's aesthetic, cultural and historic value. In further support the Commission considered two relevant studies of the property, both of which are also attached (Documents 4 and 5).

The County of Nassau, as mentioned above, is the current owner of the property. The deed transferring the property includes a series of binding covenants and restrictions upon the County. These conditions are required to be carried forward and bind any other subsequent owner as well. I have

attached the deed here, and have marked particularly relevant provisions (Document 2). Some of the major provisions are summarized below:

----That the premises are to be held by the County as a Historic Preserve.

----That the Premises are to be held in perpetuity in the Park Trust as a public park.

----That no more than 25 parking spaces are to be available except for vehicles of the County, its employees and agents.

----That no material alterations, additions, installations in the architectural style, design or arrangement of any portion of the exterior or the interior of any building or fixture may occur without the approval of the Society for the Preservation of Long Island Antiquities.

----That if there were to be transfer of the property, the restrictions remain in place and will continue and be binding upon any future owner.

As you are aware, the County has expressed its objection to the property being identified as a landmark. One of its objections has been that doing so would create a precedent which could impact other historical properties maintained by the County.

The County has represented that the existing deed provides the type of restrictions that preclude the property from being used or changed in a way that would be detrimental to the plan of the Village—or that would change the historical nature of the property. The County has also represented a willingness to include additional restrictions as the Village may require. Below, I review the provisions that the County, after discussion, has currently indicated agreement with in the future:

The County will assume the cost of continuing maintenance and repair of the property to preserve the architectural, and historical integrity of the property and its materials to protect those qualities that made the subject property eligible for listing in the Landmark registry.

Further, the County has represented that no demolition, construction, alteration, remodeling, relocation or any other activities should be undertaken or permitted to be undertaken on the property, which would affect historically significant exterior features or interior spaces.

Also, the County agrees that any exterior construction materials, architectural details, form, scale would not be changed without prior written permission of the Flower Hill Board of Trustees affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet the Historic standards.

Also, in terms of monitoring, the County agrees that the Village Board of Trustees will have the right to inspect the property at reasonable times with 24 hour written notice to ascertain whether the conditions of this conservation easement agreement are being observed.

The County has also expressed agreement that these restrictions will “run with the land”, meaning that they will be binding on the County and anyone or any entity that comes into possession of the property, and the County agrees to insert an appropriate reference to the restrictions in any deed or other legal instrument so that any subsequent owner will have additional notice of the requirements.

If there is to be any damage or destruction of the property by fire flood, or a windstorm the County agrees that it will advise the Village within 14 days, and also advise if any emergency work has been already completed. No repairs or reconstruction of any type other than the temporary emergency work to prevent further damage to subject property to protect public safety would be undertaken by the County without the prior approval of the Board of Trustees.

The County has also expressed agreement that these restrictions could only be amended, annulled, altered or repealed with the consent of the Board of Trustees.

Finally, the County agrees that these restrictions described above are in addition to the County’s obligations under the deed, and do not act in place of those requirements.

The County has remained open to further discussion of terms.