



Shore Acres Point Corporation

504 THE PARKWAY
MAMARONECK, NY 10543

CONTRACT FOR LICENSE OF SHORE ACRES POINT CORPORATION MEETING FACILITY

SHAREHOLDER'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

INTENDED USE OF THE FACILITY: _____

DATE OF EVENT: _____

DAY OF WEEK: _____

START TIME: _____ END TIME: _____

PREPARATION TIME IN HOURS (MUST BE SAME DAY AS EVENT): _____

In consideration of the grant by Shore Acres Point Corporation (the "Corporation") of a license to the above-mentioned shareholder ("Licensee") for the use of the Corporation's meeting room, kitchen, and toilet facilities (collectively, the "Meeting Facility") for the period and for the purpose hereinabove provided, Licensee hereby warrants and represents to and agrees with the Corporation as follows:

1. Licensee is a shareholder of the Corporation and has paid all annual and special assessments applicable to the shares issued to Licensee for the current fiscal year of the Corporation.
2. The Meeting Facility will only be used by Licensee and/or members of Licensee's immediate family who currently reside in Shore Acres, and by Licensee's guests. Applicant acknowledges that the Meeting Facility is not being used for the benefit of any person, other than the Licensee or a member of the Licensee's immediate family who currently resides in Shore Acres.
3. Licensee shall conduct their event in strict accordance with all conditions, procedures and requirements stated in the Corporation's Special Use Permit (Attached as Exhibit B, dated September 15, 2023 ("Special Use Permit"), which include but are not limited to the following:

- a. Licensee shall assign an authorized representative (who is not the Licensee) to remain physically on the premises during the event and who is authorized to take action to ensure compliance with the conditions of the Special Use Permit and in order to receive and respond to any complaints from residents of other properties.
- b. Licensee shall complete Exhibit C attached hereto with the contact details of the authorized representative and email such to events@sapc.org. Licensee understands and agrees that the Corporation will submit the information in Exhibit C to both the Building and Police Department regarding the event.
- c. At no time shall there be outside amplified music or sound whatsoever.
- d. When there is amplified music or noise inside the clubhouse, Licensee shall close all doors and windows after 9 PM to prevent noise from emanating outside.
- e. Licensee shall strictly adhere to all requirements and conditions listed in the Special Use Permit, and failure to adhere to any condition may result in loss of rental privileges and/or a fine no less than \$500, which may be deducted from the security deposit.
4. The Corporation's beach, pools, docks, and float facilities are not included in the rental license, and Licensee shall not allow or permit guests to use such facilities.
5. Licensee's clubhouse rental includes exclusive use of the meeting room and kitchen, and non-exclusive use of the deck and bathrooms in a manner that does not impede or disturb use by other Shareholders.
6. Licensee will be present for the entire event in order to ensure that any minors attending the event are adequately supervised by an adult over the age of twenty-one (21).
7. Licensee shall take all precautions necessary to ensure that no alcoholic beverages are served to or consumed by any person under the age of twenty-one (21) at the Meeting Facility.
8. Smoking is not permitted in the clubhouse, clubhouse deck, or grounds. A fine of \$200 will be enforced against violations of this rule, which may be deducted from the security deposit.
9. All activities at the Meeting Facility shall cease on or before the ending time noted above.
10. Licensee assumes responsibility for any excess wear and tear, damage, destruction, or loss to the Meeting Facility which occurs during licensed period or as a proximate cause of any occurrence during the licensed period. Furthermore, Licensee agrees to follow the Event Procedures as outlined below or be subject to a minimum reduction of \$100 in the returned deposit amount.

11. Not more than eighty-six (86) persons shall occupy the Meeting Facility at any one time.
12. Meeting Facility Time of Day Availability:
 - a. Starting no earlier than:
 - i. During the pool season (generally Memorial Day weekend through mid-September), after the pool is officially closed (times may vary)
 - ii. Outside the pool season after 9:00AM
 - b. Ending no later than:
 - i. Friday and Saturday: 11:30PM
 - ii. Sunday through Thursday: 10:00PM.
13. During the pool season, Shareholders may rent the Meeting Facility only when the pool is officially closed, and only Shareholder cars are permitted to park on the SAPC premises during pool hours. Set-up inside the house may begin earlier, if agreed upon by the Corporation's Board of Directors. Set-up inside the clubhouse shall not interfere with other Shareholders' use of SAPC facilities or obstruct parking. The clubhouse and grounds must be restored to the original state prior to the rental ending time.
14. No materials shall be taped or affixed to the walls/ ceilings/ floors/ furniture. Any damage caused by failing to follow this requirement may be netted against the security deposit.
15. Licensee agrees to pay the Corporation, not less than 5 days prior to the licensed period, the following fees:
 - a. The rental fee applicable to the license. (See attached rate sheet, Exhibit D)
 - b. A \$500 (Five hundred U.S. dollars) security deposit for events with less than fifty guests or a \$1,000 security deposit for events with fifty guests or more, which may be fully refunded within 15 days after the rental event, provided that all terms of this contract have been fully and financially satisfied.
16. Licensee agrees to follow and comply with all the provisions listed in this rental license agreement, the Special Use Permit and the SAPC Handbook ("Handbook") for using the Meeting Facility for the event.

17. Licensee agrees that the Corporation may withhold the security deposit for any infractions or violations of this rental license agreement, the Handbook, and/or Special Use Permit.
18. Licensee agrees to indemnify, defend and hold harmless the Corporation and its officers, directors, shareholders, and caretaker harmless from and against any and all costs, losses, damages and expenses (including, but not limited to, all attorney's fees and disbursements) suffered or incurred by them and arising directly or indirectly from or out of any (a) breach by Licensee of any of its covenants, representations or agreements herein contained or (b) act or failure to act by Licensee or any family member or guest of Licensee in connection with his/her use of the Meeting Facility pursuant to this rental license.

ACKNOWLEDGED AND AGREED:

LICENSEE'S SIGNATURE: _____

PLEASE PRINT NAME: _____

**LICENSE APPROVED
SHORE ACRES POINT CORPORATION:**

BY: _____ **TITLE:** _____

SIGNATURE: _____

DATE: _____

Exhibit A

MEMBER EVENT PROCEDURES

PRE-EVENT PROCEDURES

- 1) Licensee must complete Exhibit C, which is the authorized representative form, and email it to events@sapc.org. The authorized representative form requires the contact information for the Licensee and the Licensee's authorized representative, who is not the Licensee and is a Shareholder.
 - 2) Licensee may contact the Caretaker Bruce Tripodi by email: tripengine42@gmail.com or cell phone (914) 501-9812 for questions or set-up requests.
 - 3) Licensee may rearrange furniture if desired; however, the coffee table shall never be rolled on the wood floor (it must be carried).
 - 4) The Caretaker will provide empty refuse bins. Restrooms and kitchen refuse bins have extra bags under each bin. Two large bins, one for mixed recycles (blue) and one for garbage (grey) will be placed in the main room area.
 - 5) Licensee will be issued an electronic door code for clubhouse entry on the day of the event assuming the Licensee submitted all required documents to the Events Director, including the executed contract, security deposit, rental fees, and the authorized representative form.
 - 6) The instructions for the sound equipment are located inside the clubhouse, and, attached hereto as Exhibit D.
 - 7) The Wi-Fi Password is Kayak 2017.
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EVENT PROCEDURES

- 1) Licensee must ensure their guests comply with the rental license during the event, as well as the SAPC Handbook and the Special Use Permit.
- 2) During the entire event, Licensee must ensure that their authorized representative is physically present on the property and is authorized to assist and respond when necessary to ensure compliance with the Corporation's Special Permit Conditions.
- 3) Any use of outdoor amplification is prohibited. If Licensee's event includes amplified music or noise, the clubhouse doors and windows must remain closed.
- 4) Licensee's clubhouse rental includes exclusive use of the meeting room and kitchen, and non-exclusive use of the deck and bathrooms in a manner that does not impede or disturb use by other Shareholders.
- 5) After 9:00 PM, Licensee and Licensee's guests are prohibited from congregating on the clubhouse balcony, porch, and grounds. All windows and doors are required to be closed to prevent any violations of the Corporation's special permit.

POST-EVENT PROCEDURES

- 1) All furniture must be placed back in its original position following the event. This includes tables and chairs moved from storage locations.
 - 2) All refuse must be placed in proper bins (do not mix garage and recycles), or in tied off bags, located under the main entrance to the club. Large cardboard items can be placed outside of the bins under the entrance.
 - 3) All areas of the club house used during the event shall be left in "broom clean" condition at the end of the event.
 - 4) The Caretaker will mop the floors and clean the rest rooms after each event.
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EXHIBIT C

AUTHORIZED REPRESENTATIVE CONTACT SHEET



Shore Acres Point Corporation

504 THE PARKWAY
MAMARONECK, NY 10543

ATTENTION: VILLAGE POLICE AND BUILDINGS DEPARTMENTS

SAPC EVENT NOTIFICATION

Via email

SAPC SHAREHOLDER'S NAME: _____

SHAREHOLDER'S MOBILE NUMBER: _____

AUTHORIZED REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S MOBILE NUMBER: _____

DATE OF EVENT: _____

START TIME: _____ END TIME: _____

SAPC Groundskeeper: Bruce Tripodi; mobile contact: (914) 703-8755

SAPC House and Grounds Director: Marc Radulovic; mobile contact: (914) 275-5003

SAPC Events Directors: Lindsey Vanyo; mobile contact (585) 317-4223 and Camie Tobias;
mobile contact (917) 504-6683

EXHIBIT B

SHORE ACRES POINT CORP.

SPECIAL USE PERMIT RESOLUTION

AT A MEETING OF THE ZONING BOARD OF APPEALS OF THE VILLAGE OF MAMARONECK,
HELD ON SEPTEMBER 7, 2023, THE FOLLOWING RESOLUTION WAS ADOPTED:

APPLICATION NO. ZON-23-0003

Name: Shore Acres Point Corporation (the "Applicant")
Premises: 504 The Parkway ("the Premises")
District: R-20
Tax I.D.: Section 4, Block 76, Lot 1

RECEIVED
2023 SEP 15 12:23 PM
VILLAGE OF MAMARONECK
ADMINISTRATIVE SERVICES

WHEREAS, the Applicant has applied to the Zoning Board of Appeals ("Board") for renewal of a certain special permit dated October 7, 2021 for continued operation of a club ("Club") at the Premises in an R-20 zoning district, and requests that conditions of the 2021 approval be modified as follows (i) an extension of the ending time from 9:00 p.m. to 10:00 p.m. for member-sponsored events on Sunday-Thursday, with a one-hour extension to 11:00pm on Super Bowl Sunday, and (ii) a specific exemption so that the annual Club membership meeting is not counted as one of the five permitted annual Club member-sponsored events per year ("Application"); and

WHEREAS, in addition to the special permit renewal granted in 2021 for the Club, the Board previously granted the following:

- December 12, 2013 – Initial Special Use Permit
- November 5, 2015 - Renewal
- October 5, 2017 - Renewal and Amendment
- July 12, 2018 - Renewal and Amendment; and

WHEREAS, a special permit to operate the Club is subject to the approval procedure set forth in Article VII and Article X of the Village of Mamaroneck Zoning Code ("Zoning Code"); and

WHEREAS, after due notice, the Board conducted a Public Hearing on the Application on July 27, 2023, at which time the Board heard all parties, reviewed and considered materials related to the Application and entered written public comments into the record; and

WHEREAS, the public hearing was closed on July 27, 2023 and the Board deliberated and voted on the Application at the subsequent meeting on September 7, 2023; and

WHEREAS, the proposed action is classified as Type II pursuant to the New York State Environmental Quality Review Act (SEQRA) regulations, 6 NYCRR §617.5(c)(18).

NOW, THEREFORE BE IT RESOLVED, that, after reviewing the Application and related materials and information during the public hearing process, the Board hereby grants a renewal of the Special Permit to continue operation of a Club on the Premises with conditions set forth herein. In making this determination, the Board makes the following findings in accordance with Article X, Section 342-71(A) through (E) of the Zoning Code:

1. The Applicant's use of the Premises over the prior three years, including the location and size of the use, the nature and intensity of the operation, and the traffic and circulation resulting from Applicant's use, the size of the property in relation to the use, and the location of the property with respect to the type, arrangement, and capacity of streets giving access to it, are such that the use remains in harmony with the appropriate and orderly development of the district in which it is located.
2. The Application involves no proposed alterations to the existing buildings and facilities, increase in the scope of activities, except for the requested change in the ending time for events, or any alteration of the nature and extent of the landscaping and screening on the Premises. As such, the continuation of the use will not hinder or discourage the appropriate development and use of adjacent properties or buildings.
3. The continuation of the operation with the only alteration being in connection with the extension of time for events as set forth herein will not be objectionable by reason of noise, fumes, smoke, dust, vibration, glare, intensity, or flashing lights.
4. The use, as set forth in the Application, will not adversely affect the public health, safety and welfare, and the comfort and convenience of the public in general, and of the residents of the neighborhood in particular.
5. The Application is in compliance with special permit standards and requirements as set forth in Section 342-71 of the Zoning Code and the Applicant is entitled to the granting of the Special Permit under the circumstances of this Application, subject to the conditions stated herein.

AND BE IT FURTHER RESOLVED, that, in making this determination, the Board also makes the following findings in accordance with the written standards for "Clubs and Recreation Uses" in Article VII Section 342-42 (A) through (D) of the Zoning Code:

1. The proposed use of the Premises is located on property of adequate size with sufficient screening and the Applicant shall continue to provide and otherwise arrange for sufficient parking in connection with the proposed use of the Premises.
2. The proposed use of the Premises shall not involve outdoor entertainment, live or mechanical.
3. The proposed use of the Premises shall not involve exterior lighting other than that which is essential to the safe and convenient use of the Premises and the Applicant remains obligated to ensure that such lighting meets the standards in Section 342-18 of the Zoning Code.
4. The proposed use of the Premises shall not include use of outdoor public address systems.

AND BE IT FURTHER RESOLVED, that, the Special Permit renewal granted herein is subject to the following conditions:

- A. That the Special Permit renewal granted herein for the Club shall be valid for a period of three years expiring on October 31, 2026, with application for any further renewal due no less than three months prior to expiration, otherwise the Special Permit shall expire without notice to Applicant; and
- B. That the Special Permit renewal granted herein shall terminate upon any change in the use, change in the intensity of the use, or cessation of use for more than twelve (12) months.
- C. Hours for organized events held inside the clubhouse shall be to be no greater than as follows:
 - 1. There shall be a maximum of five Club-sponsored events per calendar year which shall end no later than at 1:00 a.m. on Fridays and Saturdays or the day before a legal holiday and end no later than at 11:00 p.m. on Sundays through Thursdays. The annual Club membership meeting shall not count toward the tally of maximum events.
 - 2. That member-sponsored events shall end no later than 12 a.m. on Fridays and Saturdays or the day before a legal holiday and end no later than 10 p.m. on Sundays through Thursdays, except for a member-sponsored event on Super Bowl Sunday which shall end no later than 11:00 p.m.
- D. When there is amplified sound or music inside the clubhouse after 9:00 p.m., all windows and doors shall be shut to prevent noise emanating from the clubhouse interior.
- E. No outside organized events shall be permitted after 9:00 p.m. and outdoor amplified sound or music is prohibited at all times.
- F. The pool shall not be open later than 8:00 p.m. Sundays through Thursdays or later than 9:00 p.m. on Fridays and Saturdays, from May 15th through September 30th.
- G. All organized events shall be conducted in strict compliance with the Applicant's existing house rules, which have not been changed since the prior special permit, a copy of which shall be provided to the Building Department, which are to be enforced by the Shore Acres Point Corp. Board of Directors without exception.
- H. A copy of this Resolution shall be located on the Premises, provided to every member of the Club and provided to individuals holding events at the Premises.
- I. During each event, the Applicant shall have an employee or authorized representative of the Club, who is not a sponsor of such event, physically present at the Premises who shall be empowered and authorized to take action necessary to ensure compliance with the conditions herein and to receive and respond to

any complaints from residents of other properties. The contact information of that person shall be provided in writing to the Village Building and Police Departments prior to the event.

- J. The granting of this Special Permit renewal shall not be deemed to relieve the Applicant of the need to obtain approval of any other board or agency or officer prescribed by law or ordinance with regard to the operation or continued use of the Premises.
- K. That compliance with all laws, ordinances and regulations of the Village of Mamaroneck, the State of New York and the United States is required in addition to the conditions imposed herein.
- L. That the failure to observe and perform any of these conditions shall render this permit invalid.

BE IT FURTHER RESOLVED, that, the Board directs that a complete copy of this resolution be filed with the Village Clerk in compliance with New York State Village Law.

On the motion by Board member Glattstein, seconded by Board member Neufeld, the foregoing resolution was brought before the Board for consideration with the Board members voting as follows:

Robin Kramer, Chair	- YES
Brian Glattstein	- YES
Gretta Heaney	- Recused
David Neufeld	- YES
Angelique Shingler	- YES

The motion was carried on a vote of 4-0 with one recusal.

Robin A Kramer

Robin A Kramer (Sep 13, 2023 21:26 EDT)

Robin Kramer, Chair, Zoning Board of Appeals

Brittanie O'Neill

Brittanie O'Neill (Sep 15, 2023 12:20 EDT)

Board Secretary

**Dated: September 7, 2023
Mamaroneck, New York**

EXHIBIT D
CLUBHOUSE
RENTAL FEES

EXHIBIT D

SAPC Rental Fees

MON. – THUR.	FRIDAY	SATURDAY	SUNDAY
DAY: \$100 NIGHT: \$150 ALL DAY: \$200	DAY: \$200 NIGHT: \$400 ALL DAY: \$500	DAY: \$250 NIGHT: \$500 ALL DAY: \$600	DAY: \$200 NIGHT: \$200 ALL DAY: \$300

CLUBHOUSE AVAILABILITY

Rental Hours During the Non-Pool Season Rental (September to May)

- Day: 9 – 2 P.M.
- Night start time: 4 P.M.
- Night end time:
 - Sunday – Thursday: 9 P.M.
 - Friday- Saturday: 12 A.M.

Rental Hours During the Pool Season (May to September)

- Day: no clubhouse rentals permitted.
- Night start time: 8 P.M.
- Night end time:
 - Sunday – Thursday: 9 P.M.
 - Friday – Saturday: 12 A.M.

- *Security Deposit - (\$500 required for all rentals – deposits will returned pending post party inspection) For parties of over 50 people, \$1000 deposit required.*
- *Payment is made in the form of cash or check made out to: SAPC.*