



The International Corporate Center, 555 Theodore Fremd Avenue, Rye, NY 10580

Telephone: 914.381.7600 · www.dorflaw.com · Facsimile: 914.381.7608

July 1, 2021

VIA FEDERAL EXPRESS

Mayor Brian Pugh and Members of the Village Board
Stanley H. Kellerhouse Municipal Building
1 Van Wyck Street
Croton-on-Hudson, NY 10520

Re: Application of Hudson National Golf Club for an Amended Special Permit

Dear Mayor Pugh and Members of the Board of Trustees:

I represent the property owners on Prickly Pear Road adjacent to the Hudson National Golf Club. I would like this letter to be entered into the record of the public hearing you are holding on July 6, 2021 on the above application.

The application was referred to the Planning Board for review and recommendation to your honorable board. We were permitted to speak at one meeting wherein my clients and I expressed our concerns about the proposed amended special permit, the unchecked expansion of the ancillary storage area and the severe impacts the facility has on their properties and quality of life. The Planning Board requested the applicant to submit revised plans that would address some of my clients concerns, particularly the ongoing flooding that occurs virtually every time it rains. We appreciate the planning board's desire to address our concerns and in response the applicant did propose some alterations to the drainage systems. Unfortunately, our engineer is concerned that the proposed drainage system was not properly designed and will be inadequate to solve the ongoing drainage problems caused by the Clubs continued expansion of this facility.

As the request before you is to amend a special permit there are several code provisions that dictate your standard of review. Should you be inclined to grant the request you can and should attach conditions to any approval.

Article X 230-58 (B) You must determine if the proposed use is *compatible with the orderly development of the zoning district in which it is located and with that of the adjacent properties in conformity with the zoning district applicable to such properties.*

We submit that this proposed use is not compatible.

- The operation of loud industrial equipment (including but not limited to wood chippers, and chainsaws on a regular basis is not compatible with the residential area.
- Surface water contamination and accompanying odors remain an issue. Commercial sized dumpsters, compacters, and disposal containers are incompatible with this neighborhood and should be prohibited.

- Any pesticides, fertilizers, industrial lubricants and similar wastes should be prohibited.
- A clearly defined boundary for non- disturbance must be maintained and enforced.

Article X 230-58 (C) *The safety, convenience and congruity with the normal traffic of the neighborhood and of the pedestrian and vehicular traffic generated by the proposed use, taking into particular account the location and size of such use, the nature and intensity of operations involved in or conducted in connection therewith, its site, layout, and its relation to access streets.*

- Prickly Pear Road has not been well maintained. Any approval should be conditioned on regular maintenance of this road.
- Speed bumps if possible on the uphill side of #12 and #16 to reduce speeding would be helpful.

Article X 230-58 (D) and 230-60 *Compatibility of the buildings...the preservation of ecological or environmental assets of the site or adjacent lands. In addition if approved you must require conformance to any supplemental regulations ...including but not limited to landscaping and screening.*

- There is no screening, in fact many trees have been removed from the area. Any approval should be conditioned on reforestation of destroyed deciduous trees that screen 12 and 16 Prickly Pear Road. The proposed replacement trees which are 6' evergreens are wholly inadequate and not congruous with the existing trees which are deciduous.
- The area has been seriously impacted by the tree removal which was done without Village approval. The area should be restored to the condition that existed prior to the illegal expansion.

Article 196-9 Maintenance, inspection and repair of stormwater facilities: *Prior to the issuance of any final plan approval the developer must execute a formal maintenance agreement for permanent stormwater management facilities..... The agreement must be in a form acceptable to the Village Attorney and recorded in the office of the County Clerk.....*

Article 230-64 *The Board of Trustees may, as a condition to the grant of a special permit, require a bond on terms satisfactory to the Board, guaranteeing performance of the final site plan.*

- These are critical components of any approval as the ongoing activity at the Club has created severe and constant stormwater problems for the neighboring properties. It is a problem we believe can be mitigated with a properly engineered plan that is made a condition of any approval.
- The applicant must be required to maintain the swale and also ensure that the stormwater be carried to the stormwater system outlet at the bottom of the hill
- Applicant must provide our engineer with stormwater drainage calculations with hydraulic substantiation to confirm that any proposed drainage plan will work. Applicant must be required to execute a maintenance agreement and post a bond. Many years of unpermitted activity and expansion of the site demonstrates that the applicant has little regard for Village ordinances and resolutions. An enforceable agreement and bond is the only way to ensure this applicant remains compliant with Village approvals.

We are appreciative of the Board's willingness to listen carefully to our concerns and we acknowledge the applicant's effort to mitigate some of the drainage problems by proposing an alternative drainage plan. Our engineer has expressed some skepticism of that plan and would like an opportunity to suggest revisions to it once he receives the stormwater drainage calculations with hydraulic substantiation.

We want to work with the Village and the applicant to make whatever is approved work for all parties. We have suggested reasonable conditions that your Board can impose on any special permit, conditions, which will not cost the Village anything are well within the applicants means to comply.

Thank you for your consideration.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'P. Noto', with a stylized, cursive flourish.

Paul J. Noto, Esq.

ORIGIN ID:CTXA (914) 381-7600
PAUL J. NOTO, ESQ.
DORF & NELSON LLP
555 THEODORE FREEMD AVENUE
A300
RYE, NY 10580
UNITED STATES US

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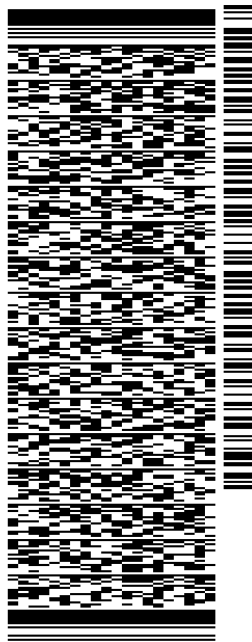
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TO MAYOR BRIAN PUGH

THE VILLAGE OF CROTON ON HUDSON
1 VAN WYCK STREET

CROTON ON HUDSON NY 10520

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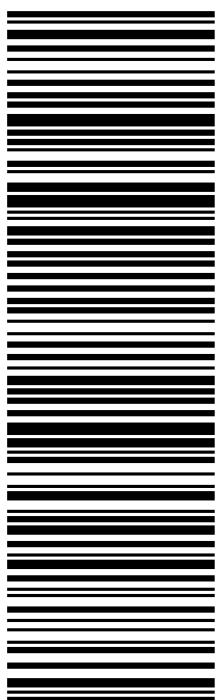


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