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Garden City

NASSAU COUNTY
NEW YORK

ITS INCORPORATION AS A VILLAGE

and

ITS COMMUNITY AGREEMENT

BY

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GARDEN CITY
Its Incorporation as a Village
and
Its "Community Agreement"

Efforts to Effect Incorporation

In 1918 School District No. 18 of the Town of Hempstead consisted of three communities having the following origin:—

(1) The community in the central part of the District known as "Old Garden City", being that portion of the school district originally developed by The Garden City Company;

(2) The community herein described as "Garden City East", being that portion of the school district lying to the east of Old Garden City which was in process of development by The Garden City Company;

(3) "Garden City Estates", which embraced that portion of the school district lying to the West of Old Garden City, then being developed by the Garden City Estates Company on property purchased by it from The Garden City Company. There was also some outlying territory to the west and east of the sections above mentioned.

Old Garden City contained about 160 homes, and its area was assessed at approximately $2,340,000;—Garden City East contained about 50 homes, its area being assessed at approximately $821,000; and Garden City Estates contained about 160 homes, its area having an assessed valuation of approximately $1,940,000.

During March of 1918, the Garden City Estates Company notified the residents of Garden City Estates that in the near future it would discontinue the service which it had theretofore rendered to that community, consisting of up-keep, cleaning, lighting and care of streets, sidewalks, parkings and shrubbery. Realizing the necessity for taking some action to continue the up-keep of the community, a committee of the residents of Garden City Estates was formed, which soon decided it was necessary to incorporate a village, either of one square mile of the property within the Estates, or of some other unit of area which the Village law permitted. In view of the fact, however, that the whole district had been known by the name of Garden City, it was decided that it would be unfair to proceed without endeavoring to include both Old Garden City and Garden City East. (The area lying to the west of the Estates—developed with only 10 or 11 homes adjacent to the Stewart Manor Station—was treated as being part of the Estates.) During the succeeding year a number of conferences were had with representative committees of both Old Garden City and Garden City East, as well as with officials and representatives of The Garden City Company, which owned $1,794,800 (roughly 30%) of the real property valuation in the district, out of the then total real property assessed valuation of $6,131,725.

Most of the resident owners of Old Garden City were opposed, at first, to incorporation of any kind, being satisfied that the public interests of that

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section were being adequately cared for by The Garden City Company and being fearful that incorporation would result in an unnecessary tax burden (so far as they were concerned) and would put the governmental power (if a combined area incorporation should be adopted) in the hands of the fast-growing Estates section which was then growing rapidly enough to indicate it might soon be able to outvote the combined Central and Eastern Sections. They not only were unwilling to go along but objected earnestly to the Estates section incorporating one square mile of its territory separately as Garden City, which its representatives expressed an intention of doing if they had no alternative.

The resident property owners of Garden City East also were satisfied with the public services then being rendered to them by The Garden City Company but were willing to go along on a plan of district-wide incorporation rather than have either of the other two sections incorporate alone as Garden City. The Garden City Company was reluctant to go along because of the manifest possibility of having a heavy tax burden placed upon its very considerable remaining property holdings—most of it unimproved and unproductive.

The deadlock was finally broken in late March of 1919 when The Garden City Company, through its then President, Mr. Allen W. Evarts, expressed a willingness to join the move for incorporation and stated its preference for a district-wide plan rather than any one of the "one square mile" plans—which were the only legal alternatives. Mr. George L. Hubbell, who was then the Resident Manager for The Garden City Company, was most helpful in bringing about that result.

In order to carry out that plan, the written consent of The Garden City Company was essential, because of its 30 per cent ownership of the real property within the district and the legal requirement that owners of more than 33 1/3 per cent thereof execute such written consent. With its signature secured, sufficient additional consents were readily obtained to meet the "more than one-third of assessed valuation consent required"; and qualified male property owning electors (at that time women had no vote) in excess of the number required by law—joined in the execution of the formal Petition to the Supervisor of the Town of Hempstead for approval of the proposition.

The number of resident property owners in the three sections of the community was then divided as follows:—About 80 resided in Garden City East and favored the incorporation of the School District; about 150 resided in Garden City Estates and these also favored the proposed incorporation; about 75 resided in Old Garden City and of those about 40 were still opposed to the plan, while the rest favored it.

Immediately upon receiving the signature of The Garden City Company to the petition for incorporation, the Committee of Garden City Estates residents issued a general invitation to a meeting of the resident property owners of the entire School District, which was attended by more than 200 persons who unanimously determined to incorporate the entire school district, the motion for that purpose being made by a resident of Old Garden

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City and seconded by the President of the Property Owners' Association of Garden City East.

Finally, on April 8, 1919, after a full year of effort, the necessary legal papers were completed and filed with the Town Supervisor, Hiram R. Smith.

However, it quickly developed that there was still serious trouble ahead.

At or about that same time a meeting was called,—by some of the residents of Old Garden City who opposed the plan of incorporating the entire school district,—for the purpose of organizing further opposition to that course. A committee was formed by these objectors, which solicited signatures in its community to a petition for the incorporation of one square mile of territory in Old Garden City under the name of Garden City, excluding therefrom GardenCity East and Garden City Estates. Influential members of this committee immediately requested The Garden City Company to invalidate the petition for incorporation of the entire school district by withdrawing its consent thereto, and thus make it possible for them to file a new petition seeking incorporation of but one square mile of territory in Old Garden City. The Garden City Company yielded to this request and attempted to withdraw its consent by giving notice of such withdrawal to Hon. Hiram R. Smith, Supervisor of The Town of Hempstead.

During the following month numerous meetings were held by the citizen committees of the two groups,—one representing the majority of the resident property owners of Old Garden City and the other representing the practically unanimous property owning citizens of the balance of the school district. Threats of separate incorporation were made by both sides; legal papers were drawn and petitions were prepared and circulated, in anticipation of a court struggle on the question of The Garden City Company's right to withdraw its consent to the incorporation sought in the petition that had been filed. The Old Garden City opposition had crystallized into a set fear that if the School District incorporation succeeded, it would be at the mercy of either the Estates Section—or of the Estates and Eastern sections combined—both as to representation in the government and the Village tax burden that would be placed upon its property.

The Community Agreement and Incorporation

One of the many—and the last—of the meetings of these two committees was scheduled for the evening of May 15, 1919. While thinking over the problem during that day, it occurred to me that if some acceptable assurance could be given to the residents of Old Garden City, their opposition to the incorporation of the entire School District might be withdrawn and their cooperation secured. The result of that thought was a penciled draft of a proposed statement of intent, entitled "Community Agreement", in which all of the basic objections were separately presented and undertaken to be equitably resolved—so far as was within the power of those who would become signatories to it. It undertook to assure distribution of representation in the village government in such manner that each of

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the three sections would be able to select its own representative or representatives on the Board of Trustees, regardless of the voting strength of either or both of the other two sections. It also declared a policy of moderation in the village tax burden for at least the first year of the life of the village.

It was presented at the meeting held that evening, with the statement that it could have no legal binding force other than that of a "gentlemen's agreement"; that its effectiveness would depend entirely upon the will and determination of those who might subscribe to it. The reaction of the men who attended that meeting was enthusiastically favorable. A few suggested minor changes in phraseology were made, following which the members of the so-called "opposition group" expressed a willingness to go along with the plan to incorporate the entire School District provided all the members of the committees, and a reasonable number of other resident property owners in the three sections would sign it. A total of 49 resident property owners signed one or another of the typewritten counterparts that were prepared from this original draft—to be thereafter lodged with the Village Clerk. Thirty-eight of the signers were residents of the Estates section, seven were residents of the Central section and four of the Eastern section.

With that done, The Garden City Company immediately agreed to the reinstatement of its previously given consent and gave its wholehearted support to the project. The stage was thus set for the final steps to complete the incorporation (most of them of a legal nature), which were concluded with unanimous accord. On July 19, 1919 the new Village of Garden City was launched with the election of its officers—the representation of its three sections being distributed in accord with the provisions of the Community Agreement. A copy of the original document—which has since been amended twice to provide for changes made necessary by amendments to the Village laws of the State and to give representation on the Village Board of Trustees to the Stewart Manor section of the Village (which had developed sufficiently to justify it)—*is* appended hereto, as is the later amendment of Feb. 3, 1931.

The spirit of neighborly confidence and accord which was evidenced at that first Village election—27 years ago—has continued ever since with the result that candidates nominated pursuant to the Community Agreement for membership on Garden City's Board of Trustees have never faced an opposition ticket on election day.

Only once, during the 27 years of the existence of the Village, has the "Community Agreement" method of selecting the mayor (formerly president) and trustees of the Village been challenged. That one exception involved the village election of 1930, when 3 of the trustees and the mayor of the Village were to be elected. Under the provisions of the "Community Agreement" each of the three sections (at a meeting of its own electors only) selected one candidate for Village Trustee and all sections joined in nominating those three upon a ticket entitled "Community Agreement

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Party". A small group of new residents in the Western Section of the Village—unmindful of the "Community Agreement", but realizing the voting strength of the Western Section of the Village at that time—undertook to nominate three other candidates as village trustees, all of them being residents of the Western Section. As soon as this action became known, a committee of citizens from all sections of the Village united in issuing a statement to all residents of the Village, the content of which justifies inclusion herein. It contained the following statements:—

"Since our Village was incorporated, eleven years ago, there has never been a time when we have not had cause for pride in our public officials and their accomplishments on behalf of our community.

"Just prior to our Incorporation there was fear in the minds of some of the residents in the Central and Eastern Sections that if they cast their lot with the Western Section, *which included what was then known as Nassau Boulevard and Stewart Manor,* they would find themselves governed by officials chosen by that portion of the Village. The Western Section was numerically strong enough to outvote the other two. That fear was dissipated when there was presented to a joint meeting of all sections a so-called "Declaration of Community Policy", which was dated May 15, 1919, and bore the signatures of a number of the more prominent citizens of all sections. It had no binding force from a strictly legal standpoint! It was not represented that it had. *It was a "Gentleman's Agreement"!*

"In its preamble was this: 'We, the undersigned property owners residing in Common School District No. 18, of the Town of Hempstead, being desirous of effecting the incorporation thereof as the Village of Garden City, and thereafter desiring to assure its future as a Village in which the representation of the three main sections, namely, Garden City East, Old Garden City and Garden City Estates, shall be and continue to be fairly apportioned'; And in the body of the instrument was this:

2. That the board of trustees shall be so maintained that at all times Garden City East shall have one member of the Board of five (composed of President and four trustees), and Old Garden City and Garden City Estates shall have two members each.

5. That each of us shall use his or her best endeavors to carry out the spirit and letter of the foregoing agreement for a period of not less than five years, or until such earlier time as the number of the property owners of Garden City East shall equal the number of property owners of Old Garden City or Garden City Estates, separately.

"It was given by gentlemen to gentlemen and accepted in that spirit.

"Its terms have never been violated!

"It was agreed during the first five years of our Village to rotate the presidency, year by year, and this has also been adhered to. The Western Section evidenced its good intentions in the matter of the Community Agreement by waiting until each of the other sections had had the presidency before taking its turn.

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"At the end of the five years *all sections agreed to continue indefinitely* under this agreement which bound no one *legally* but which has been faithfully observed and had brought happy results. Under its operation, this Village has enjoyed a form of Community Government by broad representation which has given Garden City an evenly balanced and efficient administration. Only those changes necessitated by amendment of the Village Law or by change in the basic government of the Village have been made, and when these have come they have been approved by all sections of our Village.

"The method followed in the selection of its candidates by each of the sections has always been to call a meeting of the electors of its own section and then and there choose the man or men it desired to be nominated as its representatives. Having done this, each section would report its choices to the other sections, which would accept the candidates of the others without question, and at the polls all sections would support them as the Candidates of the *'Community Agreement Party'*.

"This year the Community Agreement is threatened. Nomination has been made of candidates for Village Trustee, in opposition to the three who have been nominated under that agreement. If we keep faith, the Eastern Section is entitled to one of these, the Central Section to one and the Western Section to the third. This is the distribution provided by the "Community Agreement" ticket on which the names of Mr. Chas. G. Reinhart, Jr., Mr. Edgar Kenny, and Mr. Franklin S. Koons appear.

"The independent ticket disregards our Community Agreement, as well as the rights of the East and Center. Its Nominees are all residents of the Western Section, indicating an attempt to confine the selection of Candidates to the Western Section only, through control of the vote of the Village.

"*We are not in politics!* We want to keep politics out of our Village government. We want our splendid Village government to continue; and we want *to keep the faith!*"

The committee which issued that message was composed of 32 members from the Western Section (the section which could probably have elected all of the Trustees had it wished to violate the terms of the Community Agreement), 8 from the Central Section and 5 from the Eastern Section. A meeting was also held between some of the members of this committee and the sponsors of the opposition ticket at which the latter were advised of the background of the "Community Agreement" and of the determination of the older residents of the Village that it should not be violated. The immediate result was that the candidates who had been nominated in opposition to the "Community Agreement" candidates voluntarily withdrew,—with the unanimous approval of their sponsors,—and complete harmony and accord were restored.

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Of the 49 citizens who signed the original "Community Agreement", only 10 now reside in the Village, 20 of them having died, and 19 of them having moved away. Yet the spirit of that non-legal document—merely a "gentlemen's agreement"—has become so powerful in the Village (due in great measure to the wholehearted and constant support and publicity that has been given to it at all times by its four strong and active Property Owners' Associations), that it bids fair to stand indefinitely as the guiding force in the selection of the members of the governing body of the Village—this despite the fact that during the twenty-seven years of its corporate existence its population has increased from less than 2,000 to more than 13,000, and its assessed valuation increased in the first 20 years from $6,100,000 to $52,900,000 with the limit of its growth "beyond the far horizon."

Dated: April 17, 1946

(EXHIBIT A)
Declaration of Community Policy

We the undersigned property owners residing in Common School District No. 18 of the Town of Hempstead, being desirous of effecting the incorporation thereof as the Village of Garden City,—and thereafter desiring to assure its future as a village in which the representation of the three main sections, namely Garden City East, Old Garden City and Garden City Estates, shall be and continue to be fairly apportioned;—and also desiring to assure ourselves that the expenses of managing the Village shall be kept within reasonable bounds, without extravagance of unnecessary expansion,—do hereby agree,—each with all of the others, severally and collectively, and each in consideration of the execution thereof by the various others who shall become signatory hereto,—as follows:—

1. That the Village shall be governed by a board of four trustees and a Village President, the President and two trustees to be elected annually and the trustees to be divided into two classes of two trustees each, one class to serve for one year and the other class for two years.

2. That the Board of Trustees shall be so maintained that at all times Garden City East shall have one member of the Board of five (composed of President and four Trustees), and Old Garden City and Garden City Estates shall have two members each.

3. That the budget for the first year should not exceed the sum of $80,000 and that during that time there is no section of the district which requires any extraordinary expenditures for improvements.

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4. That it is the opinion of the signatories hereto that the present scheme of general maintenance of the district should not be enlarged.

5. That each of us shall use his or her best endeavors to carry out the spirit and letter of the foregoing agreement for a period of not less than five years, or until such earlier time as the number of the property owners of Garden City East shall equal the number of property owners of Old Garden City or Garden City Estates separately.

6. That this agreement may be executed in counterparts, all of which shall be considered together as though the various signatures thereto were contained in but one written document, which shall be filed and kept with the Clerk of the Village.

IN WITNESS WHEREOF, we have executed this agreement in one or more counterparts, all as of the 15th day of May, 1919.

SIGNATORIES: RESIDENCES:

(EXHIBIT B)

MODIFICATION OF THE DECLARATION OF COMMUNITY POLICY
Approved and Ratified February 3, 1931.

WHEREAS, the existence of the so-called Community Agreement, entered into by a number of the residents of Common School District Number 18, as of May 15th, 1919, for the purpose of mutual assurances and for bringing about the incorporation of such territory as the Village of Garden City, has been largely instrumental in creating and continuing a spirit of unselfish cooperation and a non-political attitude toward the Village welfare, resulting in the satisfactory Village government, which has obtained from its inception, and

WHEREAS, some of the provisions of that agreement no longer apply and the growth of the Village suggests the advisability of revising the provisions thereof with respect to sectional representation on the Village Board.

We, the undersigned resident electors of said Village, desiring to assure ourselves and our neighbors of a continuance of that harmonious form of government which we have enjoyed in the past, do hereby agree, each with all the others, to revise and reassert said Community Agreement in the following form and terms:

FIRST: That the governing body of the Village, consisting of a Board of six Trustees and a Mayor, be continued for the terms of office as now

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provided by law and that such body be selected and nominated as follows:

Two members thereof from and by Garden City East.

Two members thereof from and by Garden City Center (Old Garden City).

Two members thereof from and by Garden City Estates.

One member thereof from and by Garden City West, being all that part of the Village lying to the west of Edgemere Road and Tanners Pond Road, as shown on the Village Map.

SECOND: That the Mayor be selected and nominated for one term from and by each of said four sections in rotation, coming next hereafter from Garden City Center, next from Garden City East, next from Garden City West, and next from Garden City Estates.

THIRD: That each of us shall use his or her best endeavors to carry out the spirit and letter of the foregoing agreement.

FOURTH: That this agreement may be executed in counterparts, all of which shall be considered together as though the various signatures thereto were contained in but one written document, which shall be filed and kept with the Clerk of the Village.

IN WITNESS WHEREOF, we have executed this agreement in one or more counterparts, all as of the day of November, 1930.

SIGNATORIES: RESIDENCES:

ADDENDA—AS OF JULY, 1954

Eight years have passed since the above historical record was presented to residents of Garden City. Today both our Community Agreement and our Village have celebrated their thirty-fifth birthdays. The additional eight years that have elapsed since the above record was submitted have witnessed a great increase not only in the population and prestige of the Village but also in the determination of its electors that its COMMUNITY AGREEMENT must live on indefinitely as the unwritten law and guide to govern their choice of candidates for election to village office.

Although today only five of the 49 signers of the original Agreement reside in Garden City, the places of the forty-four who have either passed on or moved away have been taken by the many thousands who have since

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joined the ranks and pledged their allegiance to its commitments and objectives.

During these past eight years—which cover but 23% of the life of the Incorporated Village—our population has increased more than 35% to a present estimated total of 18,600 persons and the assessed value of property on the tax roll of the Village has shown a gain of 36-1/2% to a present total valuation of over 72 million dollars.

The tremendous responsibility entailed in the successful operation of the many separate departments of our multi-million dollar Municipal Corporation,—as well as the necessity for constant attention to the safety and general welfare of its 18,600 residents,—rests upon the shoulders of eight elected officials,—Mayor, six Trustees and a Police Judge.

The Mayor and the Trustees have always been nominated and elected pursuant to the provisions of the Community Agreement, a course of procedure which has enabled the Village to secure the services of citizens of outstanding qualification and ability, all of whom have served without financial compensation.

The only additional elective village official,—under existing Village Law,—is its Police Judge and while this office was not covered by the provisions of the Community Agreement (the office of Police Judge being an appointive office in 1919), the candidate for election to that office is now selected and elected by practically the Community Agreement method. The present incumbent of that office,—who devotes a tremendous part of his time to its duties,—receives a self-fixed "token" compensation of one dollar per year.

Residents of Garden City are proud of their Village,—proud of its unique method of selecting those who are to conduct its government,—proud of the services rendered by those so selected,—happy in the knowledge that their Community Agreement is deeply rooted in the framework of their Village government,—and earnestly determined to keep it so.

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ADDITIONAL MODIFICATIONS

In 1965 it became necessary, due to the growth of the Village, to revise and reassert the Community Agreement in the following form and terms:

"FIRST: That the governing body of the Village consisting of a Mayor and seven Trustees be continued for the terms of office as now provided by law and that such body be selected and nominated as follows:

Two members thereof from and by Garden City East;
Two members thereof from and by Garden City Center;
Two members thereof from and by Garden City Estates;
and
Two members thereof from and by Garden City West.

SECOND: That the Mayor be selected and nominated for one term from and by each of said four sections in rotation, coming next hereafter in the following order: Garden City West, Garden City Estates, Garden City Center and Garden City East.

THIRD: That each of us shall use his best endeavors to carry out the spirit and letter of the foregoing agreement.

FOURTH: That this agreement may be executed in counterparts, all of which shall be considered together in one written document, which shall be filed and kept with the Clerk of the Village."

Again in 1974 the "electors of the Incorporated Village of Garden City," to assure themselves "of a continuation of that harmonious form of government" which they had enjoyed in the past, revised and reasserted the Community Agreement in the following form and terms:

"FIRST: That the Mayor be selected and nominated for one term from and by each of the four sections of the Village in rotation, coming next hereafter in the following order: Garden City West, Garden City East, Garden City Estates and Garden City Center.

SECOND: The adoption of this modification of Declaration of Community Policy shall become effective upon ratification by a majority of residents present and entitled to vote hereon at meetings of resident electors held in each section of the Village and upon the filing of a certificate of such ratification by the Secretary of the Association representing each section of the Village with the Clerk of the Village.

THIRD: This agreement may be executed in counterparts, all of which shall be considered together as though the various signatures thereto were contained in one written document, which shall be filed and kept with the Clerk of the Village."