

**TOWN OF ORANGETOWN  
LOCAL LAW NO. \_\_\_ OF 2022  
AMENDING CHAPTER 43 OF THE TOWN CODE ENTITLED “ZONING CODE OF  
THE TOWN OF ORANGETOWN” OF THE TOWN CODE**

\_\_\_\_\_, seconded by \_\_\_\_\_, introduced the following proposed local law, to be known as Local Law No. \_\_\_ of 2022, entitled A LOCAL LAW OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK AMENDING CHAPTER 43 OF THE TOWN CODE, “ZONING CODE OF THE TOWN OF ORANGETOWN.”

**SECTION 1.** Chapter 43., “Zoning,” of the Town of Orangetown Town Code at Article II., “Districts,” § 2.1., “Establishment of districts” is hereby amended by the addition of the following new South Nyack hamlet zoning districts immediately after “RPC-OP – Rockland Psychiatric Center Office Park, but within a new, § 2.2.2 South Nyack (SN) hamlet districts applicable per Article 18:”

|                       |   |
|-----------------------|---|
| <u>SN R-4A</u>        | <u>South Nyack One-Family Historic Residence</u>  |
| <u>SN R-18</u>        | <u>South Nyack One-Family Residence (18,000 S.F)</u>  |
| <u>SN R-12</u>        | <u>South Nyack One-Family Residence (12,000 S.F)</u>  |
| <u>SN R-12HC</u>      | <u>South Nyack Cluster Subdivision</u>  |
| <u>SN R-12H</u>       | <u>South Nyack Hillside Residence</u>   |
| <u>SN RG-8H/R-12H</u> | <u>South Nyack Hillside Residence</u>   |
| <u>SN RG-6</u>        | <u>South Nyack General Residence (6,000 S.F)</u>  |
| <u>SN RG-4</u>        | <u>South Nyack General Residence (4,000 S.F)</u>  |
| <u>SN HRA</u>         | <u>South Nyack High-Rise Apartments</u>   |
| <u>SN RG-A</u>        | <u>South Nyack General Residential &amp; Apartments</u>   |
| <u>SN R-O</u>         | <u>South Nyack Residential Professional Office</u>  |
| <u>SN RG-OA</u>       | <u>South Nyack Residential, General &amp; Professional Office &amp; Sale of Arts,<br/>Crafts &amp; Antiques</u> |
| <u>SN B-1</u>         | <u>South Nyack Local Retail Business</u>  |
| <u>SN RGLSO</u>       | <u>South Nyack Residential General &amp; Limited Service &amp; Professional<br/>Office</u>                      |

**SECTION 2.** The Zoning Map of the Town of Orangetown, established pursuant to Chapter 43, “Zoning,” of the Town of Orangetown Town Code at Article II, “Districts,” § 2.2, “Zoning Map” is hereby amended by the addition of the new zoning districts identified above in SECTION 1. As labeled on the Town Zoning Map, the hamlet of South Nyack (SN\_) Zoning Districts are shown on a one-page “Hamlet of South Nyack, Rockland County, NY - Zoning Map”, that links off-of the main Town of Orangetown Zoning Map.

**SECTION 3.** Chapter 43, “Zoning,” of the Town of Orangetown Town Code at Article III, “Tables of General Regulations,” is hereby amended by the addition of a new § 3.13 as set forth below and the addition of a new Use and Bulk Table entitled “Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations,” as Chapter 43 attachments 19.1 through 19.9, setting forth the permitted uses, special permit uses, accessory uses, bulk and parking requirements in the new zoning districts identified in SECTION 1 of this Local Law as follows:

**ATTACHMENT 1**

**§ 3.13. Hamlet of South Nyack Table of Use, Bulk, & Parking Requirements.**<sup>3</sup> The accompanying table, entitled “Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations” shall be deemed to be part of this section and is referred to herein as the “Hamlet of South Nyack Use, Bulk and Parking Table.”

<sup>3</sup> Editor’s Note: Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations is at the end of this chapter.

**SECTION 4.** Repeal the following section of Town of Orangetown Town Code, Chapter 43. Zoning at Article X, entitled “Administration & Enforcement” § 10.2, “Enforcement”, 10.22 “Permits”, 10.223(g) “Applications for a permit within designated critical environmental area”, and replace 10.223(g) in its entirety, as follows:

(g) Applications for permit in a designated critical environmental area (CEA) on Town Zoning Map.

[1.] Upper Grandview and Environs & South Nyack Mountainous Area CEAs.

[a] Applications for a permit for new construction, additions or exterior modifications within these designated critical environmental areas shall be accompanied by a site plan which shows the existing contours (at two-foot intervals), all existing trees (as hereinafter specified), construction limit lines, all proposed construction and site alterations, drainage calculations and soils data as required by the Inspector. Said applications shall be referred by the Inspector to the Planning Board for site plan approval.

[b] Said applications shall be referred by the Inspector to the Rockland County Soil and Water Conservation District, which shall make specific requirements for erosion control during construction, and such erosion control requirements shall be a condition of a permit and shall be strictly enforced.

[c] Review by the Rockland County Soil and Water Conservation District may be waived, at the discretion of the Inspector, for sites having an average grade of 15% or less.

[d] In addition, all trees measuring eight inches in diameter at a height measured 54 inches from the ground, existing on any site within the designated Critical Environmental Area, for which an application for a permit has been submitted, shall remain as existing with the exception of those trees whose removal is deemed essential by the Inspector in order to implement the construction to be undertaken.

[e.] Those trees whose removal is deemed essential by the Inspector shall be marked by the Inspector below the chop line.

[f.] In determining whether a tree may be removed, the Inspector shall consider the following:

i. The necessity of removing the tree in order to allow reasonable economic use of the property.

ii. The effect of the removal on erosion, soil moisture retention and flow of surface waters.

iii. Whether the removal of the tree would substantially alter the water table or effect the stabilization of ground and surface water.

iv. Whether the topography of the area in which the trees are located is such that the removal of such trees will result in damage to the environment through erosion. Applications shall be made by the owner or lessee, or by agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner that the proposed work is authorized by the owner and that the applicant is authorized to make such application. Each application for a permit shall be accompanied by the required permit fees and copies of plan documents, drawn to scale on durable paper, showing the location and size of all proposed new construction and all existing structures on the site, the nature and character of the work to be performed and the materials to be incorporated, distance from lot lines and, if required by the Inspector, the relationship of structures on adjoining property, widths and grades of adjoining streets, walks and alleys and details of structural, mechanical and electrical work, including computations, stress diagrams and other essential technical data, including approval of drainage by the Town Engineer or consulting engineers. Plans and specifications shall bear the signature of the person responsible for the design and drawings. Applications for uses requiring special permits from the Zoning Board of Appeals (or the Town Board) shall contain such additional information required for such Boards to make any special findings or additional requirements and conditions specified for any such use in Use Table, Column 3, or in § 4.3. Applications for uses subject to performance standards procedure shall contain such additional information set forth in § 4.121(c). Amendments to the application or to the plans and specifications accompanying the same may be filed at any time prior to the completion of the work subject to the approval of the Inspector. [Amended 7-13-2021 by L.L. No. 6-2021]

[2.] Hudson River CEA. This mapped area in the South Nyack Hamlet is generally east of Piermont Avenue and specifically in a polygon bounded by the entire easterly shoreline along the Hudson River, extending along the former northern boundary of the Village, as it extended along a line east of Cedar Hill Avenue, along the northerly property line of the February 2020 PID 66.46-2-11, plus on the eastern side of the centerline of Piermont Avenue, and along the former southern boundary of the Village of South Nyack, Piermont Avenue east to the River.

[a]. Traits.

- i. This CEA has unusual proximity to the Hudson River and the protection, preservation, and enhancement of important aesthetic and scenic qualities associated with such proximity is a primary goal.
- ii. The historic significance of the Hudson River CEA architecture should be protected for future generations.
- iii. The Hudson River's ecological, geological, and hydrological sensitivity may be adversely affected by any change, development, or disturbance and must be scrutinized carefully and thoroughly so as to protect and preserve not only environmental integrity of the riverfront area, but the appearance of the shoreline from the River itself.

[b]. Applications.

- i. Consistent with Conditional and Special Use requirements, as part of any site plan submitted for development in this CEA, a submission shall be accompanied by the following additional site plan data that will be depicted on such plans:
  1. Scale of one inch equals 40 feet, with topographic elevations spaced no greater than with one-foot contours, and using a NAV 88 Datum.
  2. Delineation of mean highwater mark of the Hudson River onsite and within any adjacent area must be shown; furthermore, as part of depictions of total lot area, any portions of underwater lands shall be uniquely identified.
  3. All structures shall be shown regardless of size and location.
  4. Supply two copies of color architectural elevations and cross sections of all proposed construction and showing as part of these, sides of buildings, along with specifications for colors, materials, and construction details.
  5. There shall be submission of a full Storm Water Pollution Prevention Plan (SWPPP) for any new nonresidential use, not including a professional office or studio that is within an existing building that is not changed and which also contains residences.
- ii. Within this CEA, any application involving a SEQRA Type I or Unlisted Action, shall be accompanied by a Full Environmental Assessment Form, compiled by the Applicant, including a visual EAF addendum, and this will need to be submitted for use in SEQRA administration.

[c]. Regulation.

- i. The erection or construction of dock, wharfs, or piers shall be referred by the Inspector to the Planning Board for site plan approval.
- ii. Merging two or more contiguous lots into one lot shall not be permitted except where all of the original lots to be merged are less than the minimum area required, in which case the proposed merger may be allowed upon site plan approval, but only for those original lots necessary to provide the minimum required area to the merged property.
- iii. Except for minor alterations or additions of less than 450 square feet that are exempted by the building inspection, physical additions of buildings and structures shall require site plan approval.

[d]. Development Criteria.

- i. The Hudson River shoreline and within fifteen-hundred-foot jurisdiction, measured perpendicular to the general flow of the river, shall be used only for boating, fishing, swimming, the operation of private seaplanes and similar water activities. Construction within this area shall be limited to piers, docks and similar structures which are commonly used for the above activities. No other building or accessory building of any kind shall be permitted. In no case shall it be permissible to fill the Hudson River beyond five feet of the present shoreline



- and then only in order to round out the existing shoreline. Where applicable, all construction and filling shall require approval of the United States Army Corps of Engineers or any other governmental agency having jurisdiction.
- ii. There shall be compatibility of any proposed dock or boathouse use with existing and proposed development.
  - iii. Design specifications for docks, rivetments, seawalls, and such structures shall be disclosed and accompanied by descriptions of how these are organized to provide for floodplain management and coastal resilience, by contemplating and mitigating the potential effects of wave action, through consideration of potential for sea level rise, and through identification of practicable practices deployed which aid or sustain natural resources values, such as by minimizing disruption to habitat and aiding the potential migration/ movement of wildlife.
  - iv. In conjunction with referrals to the Architectural & Community Appearance Board of Review concerning building character, the following criteria are provided to aid in an integration of building and land features so as to manage and enhance area character:
    1. Reviewer(s) should encourage a combination of common materials, landscaping, buffers, screens and visual interruptions in order to create attractive transitions between buildings of different architectural styles.
    2. Where possible, natural or existing topographic patterns, which contribute to beauty and character of a development, shall be preserved.
    3. Landscaping should contribute to the site plan and integrate the various elements of site design, preserving and enhancing the particular identity of the site, including architectural features, scenic vistas and visual corridors.

**SECTION 5.** Chapter 43, “Zoning,” of the Town of Orangetown Town Code is hereby amended by the addition of a new Article 18, entitled “Hamlet of South Nyack Supplemental Regulations” and associated subsections, as follows:

Article XVIII. Hamlet of South Nyack Supplemental Regulations.

§ 18.0 Legislative Intent. The Village of South Nyack was officially dissolved and incorporated into the Town of Orangetown on March 31, 2022. The Town Board of the Town of Orangetown has determined that certain supplemental zoning regulations, including definitions specifically applicable to the former Village of South Nyack should be incorporated into the Town of Orangetown Zoning Law through the establishment of a new Article 18.

§ 18.1. Definitions.

- A. Applicability. For the purposes of this article, the following terms shall specifically apply to applicable policy and terms found in Article XVIII of this chapter and the Hamlet of South Nyack Use, Bulk and Parking Table, referenced in § 3.13 of this chapter, and shall have the meanings herein indicated. All terms found in Article XVIII of this chapter and not defined in § 18.12, “Terms

defined” shall have the meanings indicated in Article XI of this chapter, if so defined.

B. Word usage. For the purposes of this chapter, the words used in the present tense include the future; the singular number includes the plural and the plural the singular; the word "person" includes a corporation or partnership as well as individual; the word "lot" includes the words "plot" and "parcel." The term "occupied" or "used" as applied to any building shall be construed as though followed by the words "or intended, arranged or designed to be occupied or used." Words not defined in this article and also not defined in Article XI of this chapter, shall carry their customary and dictionary meanings.

§ 18.12. Terms defined.

As used specifically in this article, the following terms shall have the meanings indicated:

APARTMENT, HIGH-RISE

An apartment house of six or more stories.

APARTMENT, MID-RISE

An apartment house of two through five stories.

ATTIC

The portion of a building between the top of uppermost floor construction and the underside of the roof construction.

BUILDABLE ENVELOPE

The area bounded by the required yard setbacks and allowed height of building, within which a building may be constructed, and which shall not include any easement unless specifically allowed by the easement Where subdivision or site plans show the buildable envelope, its outline shall conform to this definition.

BUILDING, ALLOWED HEIGHT OF

The height of a building shall be measured from the average elevation of the proposed finished grade or the existing grade on all sides of the building, whichever is lower, to the highest point of the roof, exclusive of any chimneys.

CERTIFICATE OF USE

An annually renewable written authorization from the Building Inspector for a use allowable under this certificate category.

COVERAGE

That percentage of the plot or lot area covered by the principal building, accessory buildings, decks, porches, and any surface impervious to water, including but not limited to concrete, asphalt, brick, macadam, asphalt or paving stone.

DWELLING, MULTIPLE

A building containing three or more dwelling units.

DWELLING, TWO-FAMILY, TYPE B

A detached building having single ownership and containing two dwelling units, one of which contains no more than 1/3 of the floor space of the building, so that the appearance of the building is similar to a single-family house, and where the second unit is designed to have less density of use than the primary dwelling unit.

FRONTAGE, STREET

The lineal footage actually abutting a street.

LOT AREA

The total horizontal area included within the property lines of a lot, except that for any minimum lot area specified in this article, the area shall be adjusted as set forth in § 18.32 Development of hillsides.

LOT AREA ADJUSTED

The lot area reduced by the percentage set forth in § 18.32 Development of hillsides if any. Adjusted lot area shall be used for the minimum lot area and maximum lot coverage bulk requirements.

OPEN SPACE

That ground area open to the sky and on the same lot with a building or buildings, and which is landscaped and/or devoted to outdoor recreation or sitting space.

PARKING SPACE

An off-street space, enclosed or unenclosed, available for the parking of one motor vehicle and having direct access to a street via a curb cut, not inhibited by another parking space.

PATIO

An outdoor floor structure built at ground level with no permanent roof, constructed mostly of stone, bricks or cement, at least five feet in width and five feet in length, and which does not serve primarily as a walkway from one part of the property to another. The dimensions of a patio are not included in the dimensions of any building that it may adjoin.

PORCH

A structure attached to a principal or accessory building, consisting of a floor covered by a roof and with at least one side mostly open to the adjoining yard, that is at least five feet in width and five feet in length, accessible directly from the building to which it is attached, and which does not serve primarily as a walkway from one part of the property to another. The dimensions of a porch shall be included in the dimensions of the building to which it is attached.

PRIVATE EDUCATIONAL CAMPUS

An institution that is not "public" which offers to its students formal education in arts, sciences or humanities, and is chartered by the Board of Regents of the University of the State of New York, and which is composed of multiple structures and land uses on a lot or lots aggregating more than five acres.

ROOMER

A person who renders services, rent, or other compensation in consideration of occupancy in or upon the premises, is not a member of the resident family of the dwelling unit, as defined in this chapter, has the exclusive use of only a bedroom within the dwelling unit and shall have use of the kitchen, dining room, living room and other facilities of the dwelling unit in common with other residents.

SCHOOL, PUBLIC

An institution under the jurisdiction of a school district and legally constituted by the State of New York to offer free formal education to residents of the district.

STORY, HEIGHT OF

The vertical distance from a floor to the top surface of the floor next above. The height of the topmost story is the maximum distance from the top surface of the floor to the top surface of the ceiling joists.

SWIMMING POOL —

Any permanent, nonportable pool, installed above or below ground, which contains water to be used for swimming or bathing. As used herein, the word "pool" shall be synonymous with the words "swimming pool."

- A. SWIMMING POOL, PRIVATE — A swimming pool, and its incidental apparatus and equipment, located on a lot as an accessory use to a residence, and maintained by an individual for the sole use of his household and guests, without charge and with no purpose of profit.
- B. SWIMMING POOL, OTHER — A swimming pool regularly used by several families who pay a fee or charge, directly or indirectly; or a pool operated by a private club for its members; or any commercial or community pool; or a pool serving dwelling groups or multiple dwellings.

SWIMMING POOL STRUCTURE

Any type of construction or equipment used in connection with or surrounding a swimming pool, including a deck or paved area.

§ 18.2. Supplemental Regulations, Including Use Regulations. Subdivisions shall revert to and be subject to Town of Orangetown Town Code Chapter 21 Land Development Regulations. Furthermore, any nonresidential development generally shall revert to and be subject to Town of Orangetown Town Code Chapter 21A. Site Development Plan Approval.

§ 18.21. Sale of arts, crafts & antiques; general or professional office. Any premises within the Hamlet of South Nyack, used in whole or in part for the sale of arts, crafts and antiques shall be subject to the following regulations:

- (1) Only the first floor of the premises shall be used for the sale or arts, crafts and antiques.

- (2) There shall be no substantial change in the external appearance of the premises, and the premises shall be continuously maintained in good condition and repair.
- (3) The outdoor display either on the porch, sidewalk or in the yard of premises used for the sale of arts, crafts and antiques shall be prohibited.
- (4) If a portion of the premises is used as a dwelling, the dwelling units shall have an unobstructed access to the outdoors completely independent from the area of the building used for the sale of arts, crafts and antiques.
- (5) That portion of the premises used for the sale of arts, crafts and antiques shall not be used for cooking or for the sale of food. No vending machines shall be permitted on the premises.
- (6) No loose refuse shall be stored outdoors at any time.
- (7) There shall be no manufacturing, brazing, soldering, welding, storage or use of inflammable liquids or use of open flames on the premises.
- (8) Any overnight occupancy of the area of the premises used for the sale of arts, crafts and antiques, or as a professional office, shall be prohibited.
- (9) No premises shall be used for the sale of arts, crafts and antiques, or as a general or professional office, unless an annual certificate is obtained from the Building Inspector stating compliance with the New York State Uniform Fire Prevention and Building Code and the Zoning Law.
- (10) All storage areas shall be inspected annually by the Building Inspector or Code Inspector to ensure clear access to all means of egress and full compliance with all relevant codes and laws.
- (11) If the first floor of such premises ceases to be used for the sale of arts, crafts and antiques, or as a general or professional office, it shall thereafter be used to house only one family.
- (12) Off-street parking for employees and/or tenants shall be provided, in the rear and/or one side yard, behind the front building line, and shall be screened from adjoining properties.

§ 18.22. Community residence facilities. Community residential facilities shall be subject to Town Board approval as to site selection pursuant to § 41.34 of the Mental Hygiene Law (Padavan) as may be amended.

§ 18.23. Signage.

- (1) Signage will be consistent with the "Sign Law of the Town of Orangetown", Chapter 31C and with this Chapter 43, Zoning. The number and size of accessory signs for each South Nyack (SN) zoning district is provided as follows, thereby providing a framework for the regulation of signage in SN zoning districts. No sign or advertising structure shall be erected, moved,

enlarged or reconstructed without a permit first having been obtained from the Building Inspector.

(2) Permitted signs in residence districts. Unless otherwise indicated, one nonilluminated nameplate or professional sign with an area on one side of not over two square feet.

(A) In the SN-HRA District, up to three nonilluminated property organization identification signs with an area on a side of not over nine square feet.

(B) In the NS-RG-A, SN-R-O and Sn RG-OA Districts, provided that they are accessory to a principal use on the premises:

(i) One nonilluminated nameplate or professional sign per office with an area of not over two square feet.

(ii) One indirectly illuminated bulletin board or announcement or identification sign for educational or religious institutions, with an area on a side of not over 12 square feet, provided that such sign is located not nearer than 20 feet to any street or property line or is attached to the building if closer.

(iii) One indirectly illuminated identification sign, with an area on a side of not over 12 square feet, or in the RG-OA District, two nonilluminated identification signs with an area on a side of not over 24 square feet, provided that such sign is located not nearer than 20 feet to any street or property line or is attached to the building if closer.

(3) Permitted signs in nonresidential districts, accessory to a principal use on the premises:

(A) In the SN-B-1 District, not more than one identification sign for each tenant on the premises on each wall fronting on a street, provided that the area, in square feet, of any signs on any wall shall not be greater than two times the width in feet of the storefront or commercial establishment to which the sign refers; and, such sign or signs shall be parallel to the face of the building, and no part thereof, including any illuminating devices, shall project more than 12 inches beyond the face of the wall to which applied nor any distance beyond or above the building in any other direction.

(B) In SN-RGLSO District, one indirectly illuminated sign external to the building with an area on a side of not over 20 square feet; plus one wall sign not exceeding 16 square feet.

§ 18.24.

(1) A place of worship may have a tower, steeple or similar structure extending above the roof to no higher than 50 feet, provided that no part of this tower shall be closer than 40 feet to any adjoining nonpublic property line.

(2) A side yard adjoining any dwelling's property shall be minimum of 30 feet. Otherwise, it shall be equal to that required for a one-family dwelling.

(3) A rear yard adjoining any dwelling's property shall be minimum of 40 feet. Otherwise, it shall be equal to that required for a one-family dwelling.

§ 18.3. Supplemental Bulk Standards.

§ 18.31. Bulk standards for development of unsuitable land.

(1) Land which the Planning Board finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, utility easements or other features which will reasonably be harmful to the safety, health and general welfare of inhabitants of the land and surrounding areas shall not be subdivided or developed unless adequate methods are formulated by the developer and approved by the Planning Board, upon recommendation of the Town Engineer, to solve the problems created by the unsuitable land conditions.

(2) As part of any minimum lot area requirement and maximum lot coverage requirement, not more than 50% of any land under water, subject to or within the one-hundred-year-frequency floodplain, or designated wetlands shall be counted. In addition, at least 50% of the minimum lot area shall be unencumbered by land under water, the one-hundred-year-frequency floodplain or a designated wetland. Any construction on such land shall be limited to the maximum lot coverage calculated on the amount of countable square footage, if any.

§ 18.32. Development of hillsides.

(1) The future development of the hillside areas in the Hamlet of South Nyack is a problem of increasing urgency. The hillsides bypassed until now as too costly on which to build are virtually the last substantial areas for residential development in the Hamlet of South Nyack, and proposals for their use are beginning and can be expected to increase in the future. In the past, a large amount of cutting and filling was frequently done to get the maximum number of lots from a hilly piece of land. In the Hamlet of South Nyack, where steep hills are also characterized by droughty and shallow to bedrock soils, filling operations often entail the destruction of a great deal of the natural vegetation, disrupt the natural drainage pattern and cause excessive amounts of erosion. To prevent these problems and to preserve the present character of the Hamlet's hillside areas, the Planning Board shall use the following slope formula, based upon the existing contours of the land, to determine the lot area credit toward the minimum area requirement.

(2) Based upon the following table, the application of the minimum lot area requirements in Article III herein shall be limited by the percentage factors shown below:

| <u>Slope* of Area Prior to Cut and Fill Operations</u> | <u>Percent of Lot Survey Area to be Credited to Meet Bulk Regulations for Each Lot</u> |
|--|--|
| <u>0% to 15%</u>                                       | <u>100%</u>  |
| <u>16% to 25%</u>                                      | <u>60%</u>   |
| <u>26% to 35%</u>                                      | <u>40%</u>   |
| <u>36% and over</u>                                    | <u>0%</u>  |

\*Note: Degree of slope to be certified by the applicant’s licensed engineer, subject to review by the Town Engineer.

§ 18.33. Bulk requirements applicable to SN R-18, SN R-12, SN R-8H/R-12H, SN RG-6, SN RG-4, SN RG-A, SN RG-OA, and SN R-O Residence Districts. The following bulk requirements shall apply to the SN R-18, SN R-12, SN R-8H/R-12H, SN RG-6, SN RG-4, SN RG-A, SN RG-OA, SN R-O and SN RGLSO Residence Districts.

- (1) Accessory buildings. An accessory building may be located in any required side or rear yard required for the principal building, but shall not occupy more than 30% of the area of such required rear or side yard. Accessory buildings constructed at the same time may be located in pairs or groups in the required rear or side yard along the common side-lot line or rear-lot line of contiguous lots. No accessory use shall be located closer than 15 feet to any principal use.
- (2) Relation of accessory buildings to streets. No accessory building shall project nearer to the street on which the principal building fronts than such principal building. Should topographic conditions be such that practical difficulties would be caused by this requirement with respect to the location of a garage, the Planning Board may authorize the erection of such garage within not less than 10 feet of the street line where the natural slope of the ground within 25 feet of such line is between 12% and 20% and within not less than five feet of the street line where such slope within 25 feet of such line exceeds 20%.
- (3) Corner lots. On a corner lot, front yards are required on both street frontages, and one yard other than the front yard shall be deemed to be a rear yard, and the other or others, side yards. The minimum district requirements for each shall be complied with.
- (4) Exceptions to lot depth requirements. The minimum lot depth at any point may be decreased by the Planning Board through site plan review to 75% of the minimum requirement if the average depth conforms to the minimum requirement.
- (5) Exceptions to yard requirements.
  - (A) Permitted encroachments. Cornices or cantilevered roofs may project not more than two feet into a required yard. Belt courses, window sills and other ornamental features may project not more than six inches into a required yard.

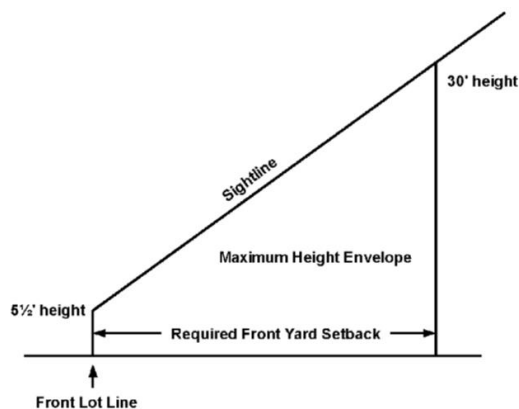


(B) Existing setback. No proposed one-family or two-family dwelling need have a front yard greater than the average setback of the two adjacent existing dwellings if they are located within 50 feet on each side of said proposed dwelling, on the same side of the street and within the same block and the same district.

(C) Steep slopes. Where the presence of steep slopes would produce extraordinary site clearance, blasting, or removal of hillsides to meet yard requirements, the Planning Board may modify any yard requirement, up to 50% for any yard, provided that an equivalent area is provided in other yards on the same lot. In making a determination with respect to this subsection the Planning Board shall give consideration to the preservation of views from adjoining residences. Where the Planning Board has thus modified the yard requirement, any such yard shall thereafter be deemed to conform to the bulk and area requirements.

§ 18.34. Protection of right to sunlight. In order to protect access to sunlight for neighboring properties, along the northern-facing lot line of any parcel, for a minimum continuous distance of 25 feet, no structure, fence or building shall be built within 15 feet of the lot line with any part of it having a height greater than six feet above ground level.

§ 18.35. Maximum Building Height Applicability: In considering Maximum height per Hamlet of South Nyack General Use, Bulk & Parking Regulations, per Figure 1, when considering a front yard setback variance for any structure, allowable roof height to the topmost extremity shall not extend above a line drawn from 5 1/2 feet above the nearest point on the front lot line to a point 30 feet above the required front yard setback. An exception to this limit may be granted only if there is no other feasible alternative and if the balancing of benefits to the applicant if granted, versus benefits to the community if not granted, weigh strongly in favor of the applicant.



*Figure 1. Maximum Building Height Envelope for Front Yard Setback Variance.*

§ 18.36. Swimming pools. The following restrictions and regulations apply to the construction of all swimming pools.

- (1) A private pool structure and deck shall conform to setback regulations
- (2) A private pool structure and deck shall conform to setback regulations for an accessory building in the district in which it is located. The water container part of the pool structure shall be set back a minimum of 10 feet from all property lines. All other pools shall be set back not less than 20 feet from all property lines. The pool shall be screened from the neighboring property by use of shrubs, trees and other appropriate screening material.
- (3) Each application for site development plan approval to construct or erect a swimming pool, and/or a structure surrounding it, shall be accompanied by plans drawn to scale, large enough and in sufficient detail to show:
  - (A) A plot plan of the property on which the pool and/or structure is to be placed, showing location in reference to side lines, rear lines and other buildings on the lot.
  - (B) Pool dimensions, including depth.
  - (C) Specifications and plans of the structure.
  - (D) Wastewater disposal and electrical wiring.
  - (E) An estimate of cost of pool and/or structure.
  - (F) The location of the fence.
  - (G) Whether the pool is for "private" or "other" use.
  - (H) Lighting plans, if any.
  - (I) A grading plan.
- (4) No swimming pool or related structure shall be constructed or erected unless a building permit has been issued therefor by the Building Inspector.

§ 18.4. Special or conditional permit uses – Hamlet of South Nyack.

§ 18.41. Private schools; private education campuses; and philanthropic and charitable institutions. The following requirements apply to private schools; private education campuses; and philanthropic and charitable institutions:

- (1) Private schools.
  - (A) Any private school for more than 100 students shall occupy a lot which shall have an area of not less than two acres.
- (2) No building or part thereof shall be erected nearer than 20 feet to any street or property line. Any sports or athletic facility building or part thereof shall not be erected nearer than 150 feet to any street or property line which abuts another use.
- (3) The sum of all areas covered by all principal and accessory buildings shall not exceed 35% of the area of the lot.

(4) Access, circulation and parking shall be subject to site plan review by the Planning Board in regard to the physical relationship and impact upon adjacent uses.

(5) Buildings shall be so located on the site as to allow for adequate access for emergency vehicles.

§ 18.42. Mass transit and public utility rights-of-way and structures. The following requirements apply to mass transit and public utility rights-of-way and structures:

(1) Only rights-of-way or structures necessary to serve areas within the Hamlet of South Nyack will be permitted.

(2) In granting a Special Permit - the Board may impose such conditions as it deems necessary in order to protect and promote the health and safety and general welfare of the community and the character of the neighborhood in which the proposed structure is to be constructed.

§ 18.43. Conversion of existing building to multifamily dwellings in SN R-O or SN RG-OA Districts. The following requirements shall apply to the conversion of an existing building to a multi-family dwelling in SN R-O or SN RG-OA Districts:

(1) The structure shall be in existence on September 29, 2005. [NOTE: September 29, 2005 is the date that the Village of South Nyack Local Law No. 2 of 2005 Chapter 330 Zoning, was filed with the Secretary of State]

(2) The building shall not be enlarged.

(3) Dwelling units shall not be placed on any floor of a building containing a professional office.

(4) Dwelling units shall have unobstructed access to the exterior without affecting professional offices.

(5) Dwelling units shall have a minimum of 300 square feet, and a maximum occupancy of one person per 150 square feet within each dwelling unit.

(6) All parking shall be in the rear yard.

(7) Not more than 40% of the rear yard shall be covered with an impervious surface.

§ 18.44. Agency Group Home (non-Padavan). The following requirements apply to Agency Group Home (non-Padavan):

(1) Said home shall be set up in size, appearance and structure to bear the general character of a family unit in a relatively permanent household. As such, it shall not permit transients or transient living.

(2) Said home shall conform with and shall be maintained in accordance with the overall character and appearance of the surrounding neighborhood. No sign that advertises the use or occupancy of said home shall be erected.

(3) Said home shall be provided with an outdoor recreation area, suitably enclosed with a fence or hedge. Said area shall be a minimum of 25 square feet per each occupant of the home and shall not be located nearer than 15 feet to any lot line or street line.

(4) No home shall be permitted within 3,000 feet of any other similar type home.

(5) The following information shall be submitted to the reviewing Board at the time of the application for the special permit:

(A) The governmental authorization to operate such facility.

(B) A complete statement of the proposed number, age and permanency of residence of the persons proposed to reside in the facility and the number and qualifications of resident and nonresident supervisory personnel.

(6) The special permit shall expire immediately upon any change in the nature or type of operation of any approved home.

§ 18-45. Professional offices or studios. The following requirements apply to professional offices or studios:

(1) Professional offices or studios include but are not limited to those of an architect, artist, dentist, engineer, lawyer, musician, teacher, therapist or physician.

(2) Veterinarian's offices shall not be considered a professional office or studio.

(3) Except in the SN R-4A, SN R-O and SN RG-OA Districts, such office or studio shall be incidental to the residential use of the premises and shall be carried on by a resident therein with not more than two nonresident assistants/associates/employees.

(4) Except in the SN R-4A District, such office or studio, wherever located, shall not occupy an area equal to more than 35% of the area of the largest floor of the principal building.

(5) Studios where dancing, music, or martial arts instruction is offered to groups in excess of four pupils at one time are prohibited.

(6) Adequate off-street parking and loading shall exist. However, the parking requirements for professional offices or studios in shall not apply to the SN R-4A District due to the large overall lot size in this district that inherently provides adequate off-street parking space for these uses.

(7) No noise, vibration, smoke, dust, odors, heat, glare or similar nuisance shall be produced which can be perceived at any adjacent street or property.

§ 18-46. Professional offices in SN R-O and SN RG-OA Districts. All requirements of § 18-45 of this chapter, shall apply to professional offices in SN R-O and SN RG-OA Districts, in addition to the following:

- (1) No more than one story or one suite, whichever is less, may be devoted to such use.
- (2) The building shall front on South Broadway.
- (3) Professional offices shall be limited to a floor at the South Broadway level.
- (4) All parking shall be in the rear yard.
- (5) Not more than 80% of rear yard shall be covered with an impervious surface.
- (6) All vehicular access for properties with frontage on South Broadway shall be from South Broadway.
- (7) There shall be no substantial change in the external appearance of the premises.
- (8) Solid waste receptacles shall be in enclosures not visible from a public street.

§ 18.47. Private boat or yacht club. Private boat or yacht clubs shall be restricted to properties with a minimum of 300 feet of continuous river frontage.

**SECTION 6.** Town Code Chapter 43 applicable to implement Chapter 18

It is the intention that the existing provisions of the Chapter 43 of the Town Code shall apply to all properties located within the hamlet of South Nyack unless expressly set forth otherwise in this local law. To the extent that reference to and applicability of other sections of Chapter 43 of the Town Code is necessary to interpret or implement the provisions of Article 18, such reference and applicability is hereby authorized without the necessity of specific reference by the other provisions of Chapter 43 to this Article 18.

**SECTION 7.** Repeal Village Zoning Law Chapter 330

The former Village of South Nyack Zoning Law, Chapter 330 is hereby repealed in its entirety. The provisions of Chapter 330 shall nevertheless apply to any building permit applications that were filed with the Village of South Nyack or Town of Orangetown under Chapter 330 prior to the adoption of this local law.

**SECTION 8.** Repeal selected Village Code Sections as applicable to buildings and properties

The following other sections of the former Village of South Nyack Code related to buildings and land use are hereby repealed in their entirety for purposes of continuity in application of the Orangetown Town Code to properties located in the former village:

- a. Chapter 16 Boards and Commissions
- b. Chapter 93 Building Construction and Maintenance
- c. Chapter 96 Building Department
- d. Chapter 108 Buildings, Unsafe
- e. Chapter 172 Flood Damage Prevention
- f. Chapter 201 Multiple residences
- g. Chapter 208 Noise

h. Chapter 288 Subdivision of Land

**SECTION 9.** Numbering for Codification

It is the intention of the Town of Orangetown and it is hereby enacted, that the provisions of this Local Law shall be included in the Code of the Town of Orangetown; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for Codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

**SECTION .** Severability.

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

**SECTION 11.** Effective Date

This local law shall take effect immediately filing with the Office of the Secretary of State of the State of New York.

**43 Attachment 19.1**  
**Town of Orangetown**  
**Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations**  
 (§3.13)  
**Hamlet of South Nyack (SN)**

| Zoning District  | Principal Use   | Use Type | Minimum Lot Frontage (feet) | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |                      | Permitted Accessory Uses  | Use Type               | Parking   |
|--|---|----------|-----------------------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------------------|---|------------------------|---|
|  |   |          |                             |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b)             |   |                        |   |
| <b>SN-R-4A</b><br><b>ONE-FAMILY HISTORIC RESIDENCE</b> | In order to preserve the unique historical and architectural character of the property currently known as 122 Franklin Street, identified on the former Village of Soth Nyack Tax Map as Sec. 66.45, Block 3, Lot 27, this district requires four acres per lot. To encourage and facilitate the maintenance of this unique property in its historic state, a broader range of uses and greater intensity of use is allowed insofar as the property can absorb these because of its unusually large size. Up to eight accessory structures are allowed per four-acre lot. Three accessory structures, known as the "barn," "summer kitchen" and "pool house" on proposed master plan dated 6-5-2004, may include habitable space, not to exceed 1,300 square feet each, and subject to site plan approval by the Planning Board. The number of special permit uses allowed on the property is as allowed in this Article. To the extent that the provisions of this bulk table for District SN-R-4A may conflict with other regulations of this chapter with respect to bulk or use, the provisions in this table shall have controlling precedent. |          |                             |                          |                      |      |         |            |                |          |                      |   |                        |   |
|  | One-family dwelling*  | P        | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   | Private boathouse   | PA                     | 2.0 spaces per dwelling unit  |
|  | Public School   | P        | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   | Private swimming pool   | PA                     | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|  | Community residence facility subject to §18.22  | SPZ      | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   | Private utility storage building (including garden shed, tool shed, greenhouse)                           | PA                     | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|  | Private schools subject to § 18.41  | SPZ      | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   | Professional office or studios subject to § 18.45 with exemptions as set forth in Subsections 3, 4 and 6. | PA                     | 1 space per 4 students  |
|  | Place of worship & Places of worship with parish houses subject to §18.24   | P        | 100                         | 38                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36                   |   |                        | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided, plus 2 spaces for dwelling   |
|  | Philanthropic and charitable institutions subject to § 18.41  | CUPB     | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   | Exercise facilities for residents   | PA                     | 200 SF of gross floor area  |
|  | Mass transit and public utility rights-of-way and structures subject to § 18.42   | SPTB     | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   | Entertainment space for residents   | PA                     | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|  | Agency Group Home subject to § 18.44  | SPTB     | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   |   | PA                     | full-time staff member plus 1 space for each classroom  |
|  | Professional office or studios subject to § 18.45 with exemptions as set forth in Subsections 3, 4, and 6   | CUPB     | 100                         | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36                   |   |                        | 1 space for each 300 SF of gross floor area   |
| Private educational campus subject to § 18.41          | SPTB  | 100      | 38                          | 35                       | 30                   | 20   | 40      | 3          | 30             | 36       | Children's playhouse | PA  | 1 space per 4 students |   |
| Permitted accessory structures                         | PA  |          |                             | 90                       | 15                   | 10   | 20      | 1          | 15             | 15       |                      |   | -                      |   |

NOTES: (P) = Permitted Use  
 (CUPB) = Conditional Use Planning Board  
 (SPZ) = Special Permit Use - Zoning Board of Appeals  
 (SPTB) = Special Permit Use - Town Board  
 (ACU) = Accessory Requiring Certificate of Use  
 (PA) = Permitted Accessory  
 \* = not to exceed one principal structure per lot

Maximum Building Height Applicability:  
 Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

**43 Attachment 19.2  
Town of Orangetown  
Table of Hamlet of South Nyack General Use, Bulk & Parking Regulation  
(§3.13)  
Hamlet of South Nyack**

| Zoning District                    | Principal Use   | Use Type | Minimum Lot        |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |          | Permitted Accessory Uses   | Use Type | Parking   |   |
|------------------------------------|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|--|----------|---|---|
|                                    |   |          | Area 1             | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b) |  |          |   |   |
| SN-R-18<br>ONE-FAMILY<br>RESIDENCE | One-family dwelling*  | P        | 18,000 square feet | 24,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       | Private garage   | PA       | Unless otherwise provided below, at least 1 parking space for each  |   |
|                                    | Public school   | P        | 18,000 square feet | 18,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       | Private boathouse  | PA       | R-18<br>2.0 spaces per dwelling unit  |   |
|                                    | Community residence facility subject to §18.22                                    | SPZ      | 18,000 square feet | 24,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       | Private swimming pool  | PA       | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |   |
|                                    | Private schools subject to § 18.14  | SPZ      | 18,000 square feet | 18,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       |  | PA       | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |   |
|                                    | Place of worship & Places of worship with parish houses subject to §18.24         | P        | 18,000 square feet | 18,000 square feet | 100             | 38                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       | Boathouses and boat docks, private utility storage building (including garden shed, tool shed, greenhouse) | PA       | 1 space per 4 students  |   |
|                                    | Philanthropic and charitable institutions subject to § 18.41                      | CUPB     | 2 acres            | 2 acres            | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       | Children's playhouse   | PA       | 200 SF of gross floor area  |   |
|                                    | Mass transit and public utility rights-of- way and structures subject to § 18.42. | SPTB     | 18,000 square feet | 24,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       | Home occupations   | PA       | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |   |
|                                    | Agency Group Home subject to § 18.44  | SPTB     | 18,000 square feet | 24,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       |  |          | full-time staff member plus 1 space for each classroom  |   |
|                                    | Professional office or studios subject to § 18.45.                                | CUPB     | 18,000 square feet | 24,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       |  |          | 1 space for each 300 SF of gross floor area   |   |
|                                    | Private educational campus subject to § 18.41                                     | SPTB     | 18,000 square feet | 24,000 square feet | 100             | 38                       | 35                   | 30   | 20      | 40         | 3              | 30       | 36       |  |          | 1 space per 4 students  |   |
| Permitted accessory structures     | PA  |          |                    |                    |                 |                          |                      | 90   | 15      | 10         | 20             | 1        | 15       | 15   |          |   | - |
| SN-R-12<br>ONE-FAMILY<br>RESIDENCE | One-family dwelling*  | P        | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       | Private garage   | PA       | 2.0 spaces per dwelling unit  |   |
|                                    | Public school   | P        | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       | Private boathouse  | PA       | R-12<br>200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |   |
|                                    | Community residence facility subject to § 18.22                                   | SPZ      | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       | Private swimming pool  | PA       | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |   |
|                                    | Place of worship & Places of worship with parish houses subject to §18.24         | P        | 12,000 square feet | 12,000 square feet | 100             | 45                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       | Private utility storage building (including garden shed, tool shed, greenhouse)                            | PA       | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided   |   |
|                                    | Philanthropic and charitable institutions subject to § 18.41                      | CUPB     | 2 acres            | 2 acres            | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       | Boathouses and boat docks  | PA       | 200 SF of gross floor area  |   |
|                                    | Mass transit and public utility rights-of- way and structures subject to § 18.42. | SPTB     | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       | Children's playhouse   | PA       | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |   |
|                                    | Agency Group Home subject to § 18.44  | SPTB     | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       | Home occupations   | PA       | full-time staff member plus 1 space for each classroom  |   |
|                                    | Professional office or studios subject to § 18.45                                 | CUPB     | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       |  |          | 1 space for each 300 SF of gross floor area   |   |
|                                    | Private boat or yacht club subject to § 18.47                                     | SPZ      | 12,000 square feet | 18,000 square feet | 100             | 45                       | 35                   | 25   | 15      | 35         | 3              | 30       | 36       |  |          | 1 space per every 3 boats associated with the club  |   |
|                                    | Permitted accessory structures  | PA       |                    |                    |                 |                          |                      |      | 60      | 8          | 8              | 16       | 1        | 15   | 15       |   |   |

NOTES: (P) = Permitted Use  
(CUPB) = Conditional Use Planning Board  
(SPZ) = Special Permit Use - Zoning Board of Appeals  
(SPTB) = Special Permit Use - Town Board  
(ACU) = Accessory Requiring Certificate of Use  
(PA) = Permitted Accessory

Minimum Lot Area Applicability:  
Area 1 = Existing principal building and lot  
Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
(Must meet minimum lot area requirement after application of the slope formula, §18.32)  
\* = not to exceed one principal structure per lot

Maximum Building Height Applicability:  
Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.



43 Attachment 19.3  
 Town of Orangetown  
 Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
 (§3.13)  
 Hamlet of South Nyack

| Zoning District   | Principal Use   | Use Type | Minimum Lot        |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |          | Permitted Accessory Uses   | Use Type | Parking |   |
|---|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|--|----------|---------|---|
|   |   |          | Area 1             | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b) |  |          |         |   |
| <b>SN-R-12HC CLUSTER SUBDIVISION</b>  | Each lot in the clustered major subdivision designated SN-R-12HC shall be subject to the requirements of the SN-R-12H District and the requirements for the individual lot as identified by the table on Sheet 7 (Final Cluster Subdivision Plan) of the Final Subdivision Plan for the Lands of Dansome L.L.C. on file at Town Hall and with the Rockland County Clerk. If any conflict shall arise between the applicability of the SN-R-12H regulations and those identified on the filed plan, those on the filed plan shall prevail. |          |                    |                    |                 |                          |                      |      |         |            |                |          |          |  |          |         |   |
|   | One-family dwelling*  | P        | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       | Private garage   | PA       | R-12H   | 2.0 spaces per dwelling unit  |
|   | Public school   | P        | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       | Private boathouse  | PA       |         | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|   | Community residence facility subject to §18.22  | SPZ      | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       | Private swimming pool  | PA       |         | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
| <b>SN-R-12H HILLSIDE RESIDENTIAL</b><br>Within the RG-8HR-12H District: uses that 1) did not exist on the effective date of this chapter, or 2) existed on such date that have or propose to have a gross floor area 50% greater than on such date shall be classified R-12H and meet these requirements. | Place of worship & Places of worship with parish houses subject to §18.24   | P        | 12,000 square feet | 12,000 square feet | 100             | 45                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       |  | PA       |         | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided, plus 1 per dwelling  |
|   | Philanthropic and charitable institutions subject to § 18.41  | CUPB     | 2 acres            | 2 acres            | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       | Boathouses and boat docks, private utility storage building (including garden shed, tool shed, greenhouse) | PA       |         | 200 SF of gross floor area  |
|   | Mass transit and public utility rights-of-way and structures subject to § 18.42.  | SPTB     | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       | Children's playhouse   | PA       |         | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|   | Agency Group Home subject to § 18.44  | SPTB     | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       | Home occupations   | PA       |         | full-time staff member plus 1 space for each classroom  |
|   | Professional office or studios subject to § 18.45   | CUPB     | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       |  |          |         | 1 space for each 300 SF of gross floor area   |
|   | Private educational campus subject to § 18.41   | SPTB     | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 25   | 15      | 35         | 3              | 30       | 36       |  |          |         | 1 space per 4 students  |
|   | Permitted accessory structures  | PA       |                    |                    |                 |                          |                      | 60   | 8       | 8          | 16             | 1        | 15       | 15   |          |         |   |

NOTES: (P) = Permitted Use  
 (CUPB) = Conditional Use Planning Board  
 (SPZ) = Special Permit Use - Zoning Board of Appeals  
 (SPTB) = Special Permit Use - Town Board  
 (ACU) = Accessory Requiring Certificate of Use  
 (PA) = Permitted Accessory

Minimum Lot Area Applicability:  
 Area 1 = Existing principal building and lot  
 Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
 (Must meet minimum lot area requirement after application of the slope formula in § 18.32)  
 \* = not to exceed one principal structure per lot

Maximum Building Height Applicability:  
 Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

**43 Attachment 19.4  
Town of Orangetown  
Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
(§3.13)  
Hamlet of South Nyack**

| Zoning District   | Principal Use  | Use Type | Minimum Lot        |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height         |          |          | Accessory Uses  | Use Type | Parking   |
|---|--|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|------------------------|----------|----------|---|----------|---|
|   |  |          | Area 1             | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories                | Feet (a) | Feet (b) |   |          |   |
| <b>SN-RG-8H HILLSIDE RESIDENTIAL</b><br>Within the RG-8H/R-12H District: uses that were in existence on the effective date of this chapter shall be classified RG-8H and meet these requirements except that if a proposed floor area expansion to an existing building exceeds 50%, the property shall become subject to the requirements of the R-12H.) | One-family dwelling*   | P        | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       | Private garage  | PA       | 2.0 spaces per dwelling unit  |
|   | Two-family type-b dwelling*  | P        | 10,000 square feet |                    | 100             | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       | Private boathouse   | PA       | 2.0 spaces per dwelling unit  |
|   | Conversion of existing structure to two-family type-b dwelling*                  | P        | 12,000 square feet |                    | 100             | 45                       | 30                   | 22   | 15      | 30         |                        |          |          | Private swimming pool   | PA       | 1.0 space for the added dwelling  |
|   | Public school  | P        | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       | Private utility storage building (including garden shed, tool shed, greenhouse)                   | PA       | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|   | Community residence facility subject to §18.22                                   | SPZ      | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       |   | PA       | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|   | Place of worship & Places of worship with parish houses subject to §18.24        | P        | 8,000 square feet  |                    | 80              | 45                       | 35                   | 40   | 30      | 60         | 3                      | 30       | 36       | Boathouses and boat docks, Children's playhouse   | PA       | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided   |
|   | Philanthropic and charitable institutions subject to § 18.41                     | CUPB     | 2 acres            |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       | Home occupations  | PA       | 200 SF of gross floor area  |
|   | Mass transit and public utility rights-of-way and structures subject to § 18.42. | SPTB     | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       |   |          | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|   | Agency Group Home subject to § 18.44   | SPTB     | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       |   |          | full-time staff member plus 1 space for each classroom  |
|   | Professional office or studios subject to § 18.45                                | CUPB     | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       |   |          | 1 space for each 300 SF of gross floor area   |
|   | Private educational campus subject to § 18.41                                    | SPTB     | 8,000 square feet  |                    | 80              | 45                       | 30                   | 22   | 15      | 30         | 3                      | 30       | 36       |   |          | 1 space per 4 students  |
|   | Permitted accessory structures   | PA       |                    |                    |                 |                          |                      | 55   | 5       | 5          | 10                     | 1        | 15       | 15  |          |   |
| <b>SN-RG-6 GENERAL RESIDENTIAL</b>  | One-family dwelling*   | P        | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       | Private garage  | PA       | 2.0 spaces per dwelling unit  |
|   | Public school  | P        | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       | Private boathouse   | PA       | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|   | Community residence facility subject to §18.22                                   | SPZ      | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       | Private swimming pool   | PA       | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|   | Two-family dwelling*   | P        | 8,000 square feet  | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       |   | PA       | 2.0 spaces per dwelling unit  |
|   | Conversion of existing structure to two-family dwelling*                         | P        | 9,000 square feet  | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       | Boathouses and boat docks   | PA       | 1.0 space for the added dwelling  |
|   | Private schools subject to § 18.41   | SPZ      | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       | Children's playhouse  | PA       | 1 space per 4 students  |
|   | Place of worship & Places of worship with parish houses subject to §18.24        | P        | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 35                   | 40   | 30      | 60         | <----See § 330-36----> |          |          | Home occupations; Private utility storage building (including garden shed, tool shed, greenhouse) | PA       | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided, plus 1 per dwelling  |
|   | Philanthropic and charitable institutions subject to § 18.41                     | CUPB     | 2 acres            | 2 acres            | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       |   |          | 200 SF of gross floor area  |
|   | Mass transit and public utility rights-of-way and structures subject to § 18.42. | SPTB     | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       |   |          | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the                 |
|   | Agency Group Home subject to § 18.44   | SPTB     | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       |   |          | full-time staff member plus 1 space for each classroom  |
|   | Professional office or studios subject to § 18-45                                | CUPB     | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3                      | 30       | 36       |   |          | 1 space for each 300 SF of gross floor area   |
|   | Permitted accessory structures   | PA       |                    |                    |                 |                          |                      | 50   | 5       | 5          | 10                     | 1        | 15       | 15  |          |   |

NOTES: (P) = Permitted Use  
(CUPB) = Conditional Use Planning Board  
(SPZ) = Special Permit Use - Zoning Board of Appeals  
(SPTB) = Special Permit Use - Town Board

Minimum Lot Area Applicability:  
Area 1 = Existing principal building and lot  
Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
(Must meet minimum lot area requirement after application of the slope formula, § 18.32)

Maximum Building Height Applicability:  
Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

43 Attachment 19.5  
 Town of Orangetown  
 Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
 (§3.13)  
 Hamlet of South Nyack

| Zoning District                | Principal Use  | Use Type | Minimum Lot       |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |          | Accessory Uses  | Use Type | Parking   |
|--------------------------------|--|----------|-------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|---|----------|---|
|                                |  |          | Area 1            | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b) |   |          |   |
| SN-RG-4 GENERAL RESIDENTIAL    | One-family dwelling*   | P        | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       | Private garage  | PA       | Unless otherwise provided below, at least 1 parking space for each  |
|                                | Public school  | P        | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       | Private boathouse   | PA       | 2.0 spaces per dwelling unit  |
|                                | Community residence facility subject to §18.22   | SPZ      | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       | Private swimming pool   | PA       | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|                                | Place of worship & Places of worship with parish houses subject to §18.24  | P        | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       | Private utility storage building (including garden shed, tool shed, greenhouse); Home occupations | PA       | 1/2 dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|                                | Two-family dwelling*   | P        | 6,000 square feet | 12,000 square feet | 60              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       |   | PA       | 2.0 spaces per dwelling unit  |
|                                | Conversion of existing structure to two-family dwelling*   | P        | 7,000 square feet | 12,000 square feet | 60              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       | Boathouses and boat docks   | PA       | 1.0 space for the added dwelling  |
|                                | Private schools subject to § 18.41   | SPZ      | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       | Children's playhouse  | PA       | 1 space per 4 students  |
|                                | Philanthropic and charitable institutions subject to § 18.41   | CUPB     | 2 acres           | 2 acres            | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       |   |          | 200 SF of gross floor area  |
|                                | Mass transit and public utility rights-of-way and structures subject to § 18.42.   | SPTB     | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       |   |          | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|                                | Agency Group Home subject to § 18.44   | SPTB     | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       |   |          | full-time staff member plus 1 space for each classroom  |
|                                | Professional office or studios subject to § 18.45  | CUPB     | 4,000 square feet | 8,000 square feet  | 40              | 55                       | 20                   | 20   | 10      | 20         | 3              | 30       | 36       |   |          | 1 space for each 300 SF of gross floor area   |
| Permitted accessory structures | PA   |          |                   |                    |                 | 45                       | 5                    | 5    | 10      | 1          | 15             | 15       |          |   | -        |   |
| SN- HRA HIGH-RISE APARTMENTS   | Existing four six-story buildings only; existing principal and accessory uses only. Any change to existing area and bulk utilization shall require a variance. |          |                   |                    |                 |                          |                      |      |         |            |                |          |          |   | HRA      |   |

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 (SPTB) = Special Permit Use - Town Board  
 (ACU) = Accessory Requiring Certificate of Use  
 (PA) = Permitted Accessory

Minimum Lot Area Applicability:  
 Area 1 = Existing principal building and lot  
 Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
 (Must meet minimum lot area requirement after application of the slope formula, § 18.32)  
 \* = not to exceed one principal structure per lot

Maximum Building Height Applicability:

43 Attachment 19.6  
 Town of Orangetown  
 Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
 (§3.13)  
 Hamlet of South Nyack

| Zoning District                             | Principal Use  | Use Type | Minimum Lot   |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |          | Accessory Uses  | Use Type |      | Parking   |
|---|--|----------|---|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|---|----------|------|---|
|   |  |          | Area 1  | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b) |   |          |      |   |
| SN- RG-A GENERAL RESIDENTIAL AND APARTMENTS | One-family dwelling*   | P        | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Private garage  | PA       |      | Unless otherwise provided below, at least 1 parking space for each  |
|   | Public school  | P        | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Private boathouse   | PA       |      | 2.0 spaces per dwelling unit  |
|   | Community residence facility subject to §18.22                                   | SPZ      | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Private swimming pool   | PA       |      | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|   | Place of worship & Places of worship with parish houses subject to §18.24        | P        | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       | Private utility storage building (including garden shed, tool shed, greenhouse) | PA       | RG-A | 1/2 dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|   | Two-family dwelling*   | P        | 8,000 square feet   | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       |   | PA       |      | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided   |
|   | Conversion of existing structure to two-family dwelling*                         | P        | 9,000 square feet   | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Boathouses and boat docks   | PA       |      | 2.0 spaces per dwelling unit  |
|   | Three-story apartment buildings existing on the effective date of this chapter   | P        | Any change to existing area and bulk utilization shall require a variance |                    |                 |                          |                      |      |         |            |                |          |          | Children's playhouse  | PA       |      | 1.0 space for the added dwelling  |
|   | Private schools subject to § 18.41   | SPZ      | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Home occupations  | PA       |      | 1 space per 4 students  |
|   | Philanthropic and charitable institutions subject to § 18.41                     | CUPB     | 2 acres   | 2 acres            | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       |   |          |      | 200 SF of gross floor area  |
|   | Mass transit and public utility rights-of-way and structures subject to § 18.42. | SPTB     | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       |   |          |      | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|   | Agency Group Home subject to § 18.44   | SPTB     | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       |   |          |      | full-time staff member plus 1 space for each classroom  |
|   | Professional office or studios subject to § 18.45                                | CUPB     | 6,000 square feet   | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       |   |          |      | 1 space for each 300 SF of gross floor area   |
|   | Permitted accessory structures   | PA       |   |                    |                 |                          | 50                   | 5    | 5       | 10         | 1              | 15       | 15       |   |          |      | -   |

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 (PA) = Permitted Accessory

Minimum Lot Area Applicability:  
 Area 1 = Existing principal building and lot  
 Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
 (Must meet minimum lot area requirement after application of the slope formula, §18.32)  
 \* = not to exceed one principal structure per lot

Maximum Building Height Applicability:  
 Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

43 Attachment 19.7  
 Town of Orangetown  
 Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
 (§3.13)  
 Hamlet of South Nyack

| Zoning District                               | Principal Use   | Use Type | Minimum Lot        |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |          | Accessory Uses  | Use Type | Parking   |
|---|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|---|----------|---|
|   |   |          | Area 1             | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b) |   |          |   |
| SN-R-O RESIDENTIAL<br>PRO-FESSIONAL<br>OFFICE | One-family dwelling*  | P        | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       | Private garage  | PA       | Unless otherwise provided below, at least 1 parking space for each<br>2.0 spaces per dwelling unit  |
|   | Two-family type-b dwelling*   | P        | 10,000 square feet | 10,000 square feet | 100             | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       | Private boathouse   | PA       | 2.0 spaces per dwelling unit  |
|   | Conversion of existing structure to two-family type-b dwelling*   | P        | 12,000 square feet | 12,000 square feet | 100             | 45                       | 30                   | 22   | 15      | 30         |                |          |          | Private swimming pool   | PA       | 1.0 space for the added dwelling  |
|   | Public school   | P        | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       | Private utility storage building (including garden shed, tool shed, greenhouse) | PA       | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|   | Community residence facility subject to § 330-27  | SPZ      | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   | PA       | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|   | Place of worship & Places of worship with parish houses subject to §18.24   | P        | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       | Boathouses & boat docks   |          | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided   |
|   | Philanthropic and charitable institutions subject to § 18.41  | CUPB     | 2 acres            | 2 acres            | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       | Home occupations  | PA       | 200 SF of gross floor area  |
|   | Mass transit and public utility rights-of-way and structures subject to § 18.42.                                  | SPTB     | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|   | Agency Group Home subject to § 18.44  | SPTB     | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | full-time staff member plus 1 space for each classroom  |
|   | Professional office or studios subject to § 18.45   | SPZ      | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | 1 space for each 300 SF of gross floor area   |
|   | Private educational campus subject to § 18.41   | SPT      | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | 1 space per 4 students  |
|   | Nursery schools, after-school programs and day-care centers, duly licensed or authorized by the State of New York | SPZ      | 8,000 square feet  | 8,000 square feet  | 80              | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | 1 space for each staff member plus 1 space for each classroom   |
|   | Conversion of existing building to multifamily dwelling subject to § 18.43  | SPZ      | 10,000 square feet | 20,000 square feet | 100             | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | 2.5 spaces per dwelling unit  |
|   | Professional offices subject to § 18.45   | CUPB     | 10,000 square feet | 20,000 square feet | 100             | 45                       | 30                   | 22   | 15      | 30         | 3              | 30       | 36       |   |          | 1 space for each 300 SF of gross floor area   |
|   | Permitted accessory structures  | PA       |                    |                    |                 |                          | 55                   | 5    | 5       | 10         | 1              | 15       | 15       |   |          | -   |

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Minimum Lot Area Applicability:  
 Area 1 = Existing principal building and lot  
 Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
 (Must meet minimum lot area requirement after application of the slope formula, § 18.32)  
 \* = not to exceed one principal structure per lot

Maximum Building Height Applicability:  
 Maximum building height shall be the lesser of the number of

**43 Attachment 19.8  
Town of Orangetown  
Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
(§3.13)  
Hamlet of South Nyack**

| Zoning District   | Principal Use  | Use Type | Minimum Lot        |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          |          | Accessory Uses  | Use Type |        | Parking   |
|---|--|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|---|----------|--------|---|
|   |  |          | Area 1             | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) | Feet (b) |   |          |        |   |
| SN-RG-OA<br>RESIDENTIAL,<br>GENERAL AND<br>PROFESSIONAL<br>OFFICE AND SALE<br>OF ARTS, CRAFTS<br>AND ANTIQUES | One-family dwelling*   | P        | 6,000 square feet  | 12,000 square feet | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Private garage  | PA       |        | Unless otherwise provided below, at least 1 parking space for each  |
|   | Public school  | P        | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       | Private boathouse   | PA       | RG- OA | 2.0 spaces per dwelling unit  |
|   | Community residence facility subject to §18.22   | SPZ      | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       | Private swimming pool   | PA       |        | 200 SF of gross floor area but not less than 1 space for each 6 students, where provided  |
|   | Two-family dwelling*   | P        | 8,000 square feet  | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       |   | PA       |        | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way  |
|   | Conversion of existing structure to two-family dwelling*   | P        | 10,000 square feet | 20,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36       | Boathouses and boat docks   | PA       |        | 2.0 spaces per dwelling unit  |
|   | General and professional offices, funeral parlors and sale of arts, crafts and antiques subject to § 18-24   | P        | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       | Children's playhouse  | PA       |        | 2.0 spaces per dwelling unit  |
|   | Private schools subject to § 18.41   | SPZ      | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       | Home occupations  | PA       |        | 1 space for each 300 SF of gross floor area   |
|   | Place of worship & Places of worship with parish houses subject to §18.24  | P        | 10,000 square feet | 20,000 square feet | 80              | 40                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36       | Private utility storage building (including garden shed, tool shed, greenhouse) | PA       |        | 1 space per 4 students  |
|   | Philanthropic and charitable institutions subject to § 18.41   | CUPB     | 2 acres            | 2 acres            | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       |   |          |        | 200 SF of gross floor area  |
|   | Mass transit and public utility rights-of-way and structures subject to § 18.42.   | SPTB     | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       |   |          |        | Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. |
|   | Agency Group Home subject to § 18.44   | SPTB     | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       |   |          |        | full-time staff member plus 1 space for each classroom  |
|   | Professional office or studios subject to § 18.45  | CUPB     | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25       |   |          |        | 1 space for each 300 SF of gross floor area   |
|   | Permitted accessory structures   | PA       |                    |                    |                 |                          |                      | 50   | 5       | 5          | 10             | 1        | 15       | 15  |          |        |   |
| SN-B-1<br>LOCAL RETAIL<br>BUSINESS  | Existing local retail and service establishments only, subject to site plan approval and a certificate of occupancy for every change in use. The Planning Board shall, with each approval, obtain an upgrading of the site commensurate with the proposed change. Each store or rental unit shall obtain its own C.O. within three months of enactment of this chapter. Area and bulk requirements shall conform to existing building and parking area only. |          |                    |                    |                 |                          |                      |      |         |            |                |          |          | Parking and loading   | PA       | B-1    |   |

NOTES: (P) = Permitted Use  
(CUPB) = Conditional Use Planning Board  
(SPZ) = Special Permit Use - Zoning Board of Appeals  
(SPTB) = Special Permit Use - Town Board  
(ACU) = Accessory Requiring Certificate of Use  
(PA) = Permitted Accessory

Minimum Lot Area Applicability:  
Area 1 = Existing principal building and lot  
Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%.  
(Must meet minimum lot area requirement after application of the slope formula, §18.32)  
\* = not to exceed one principal structure per lot

Maximum Building Height Applicability:  
Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

43 Attachment 19.9  
 Town of Orangetown  
 Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations  
 (§3.13)  
 Hamlet of South Nyack

| Zoning District | Principal Use   | Use Type | Minimum Lot        |                    |                 | Maximum Lot Coverage (%) | Minimum Yards (feet) |      |         |            | Maximum Height |          | Accessory Uses | Use Type   | Parking |  |
|-----------------|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------------|--|---------|--|
|                 |   |          | Area 1             | Area 2             | Frontage (feet) |                          | Front                | Rear | Side, 1 | Side, Both | Stories        | Feet (a) |                |  |         | Feet (b)   |
| SN-RGLSO        | One-family dwelling   | P        | 4,000 square feet  | 8,000 square feet  | 60              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36             | Private garage   | PA      | Unless otherwise provided below, at least 1 parking space for each<br>2.0 spaces per dwelling unit       |
|                 | Community residence facility subject to §18.22                  | P        | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 25       | 25             |  |         | ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way |
|                 | Place of worship subject to §18.24                              | P        | 10,000 square feet | 20,000 square feet | 80              | 50                       | 35                   | 40   | 30      | 60         | 3              | 30       | 36             | Private utility storage (including garden shed, tool shed, greenhouse) | PA      | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided                    |
|                 | Two-family dwelling   | P        | 8,000 square feet  | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36             |  |         | 2.0 spaces per dwelling unit   |
|                 | Conversion of existing structure to one or two-family dwelling* | P        | 10,000 square feet | 18,000 square feet | 80              | 50                       | 25                   | 20   | 12      | 25         | 3              | 30       | 36             |  |         | 2.0 spaces per dwelling unit   |
|                 | General and professional offices, subject to § 18.45            | P        | 10,000 square feet | 20,000 square feet | 80              | 40                       | 25                   | 50   | 15      | 30         | 2              | 30       | 36             |  |         | 1 space for each 300 SF of gross floor area  |
|                 | Bicycle Sales/ Rental Business                                  | P        | 10,000 square feet | 18,000 square feet | 80              | 50                       | 25                   | 10   | 12      | 25         | 2              | 30       | 36             | Private storage. Café (indoor within Principal Building).              | PA      | 1 space for each 250 SF of gross floor area  |
|                 | Café  | P        | 10,000 square feet | 18,000 square feet | 80              | 50                       | 25                   | 10   | 12      | 25         | 2              | 30       | 36             |  |         | 1 space for each 200 SF of gross floor area  |
|                 | Permitted accessory structures                                  | P        | -                  | -                  | -               | -                        | 30                   | 5    | 5       | 10         | 1              | 15       | 15             |  |         |  |

NOTES: (P) = Permitted Use  
 (CUPB) = Conditional Use Planning Board  
 (SPZ) = Special Permit Use - Zoning Board of Appeals  
 (ACU) = Accessory Requiring Certificate of Use  
 (PA) = Permitted Accessory

Maximum Building Height Applicability:  
 Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

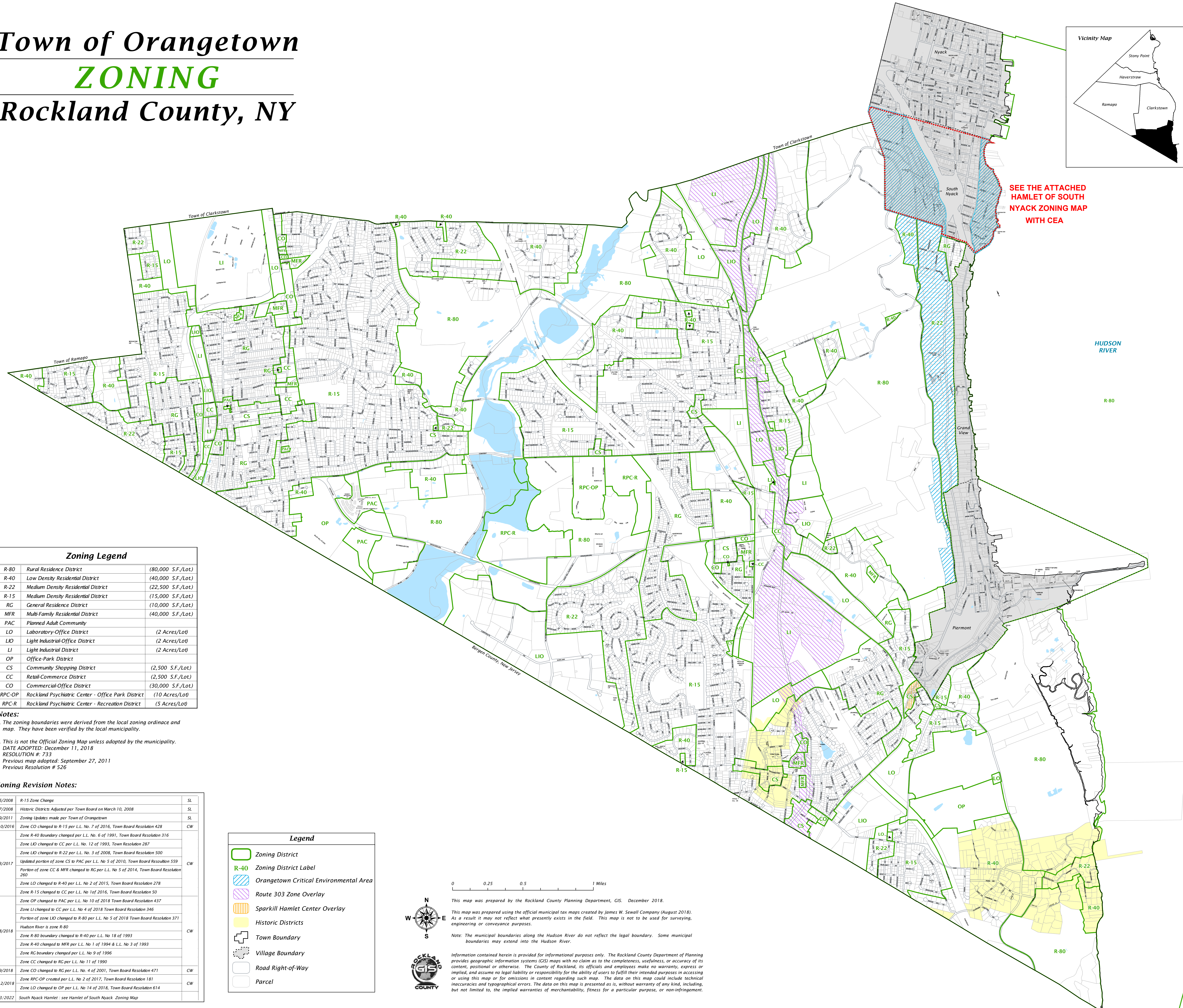
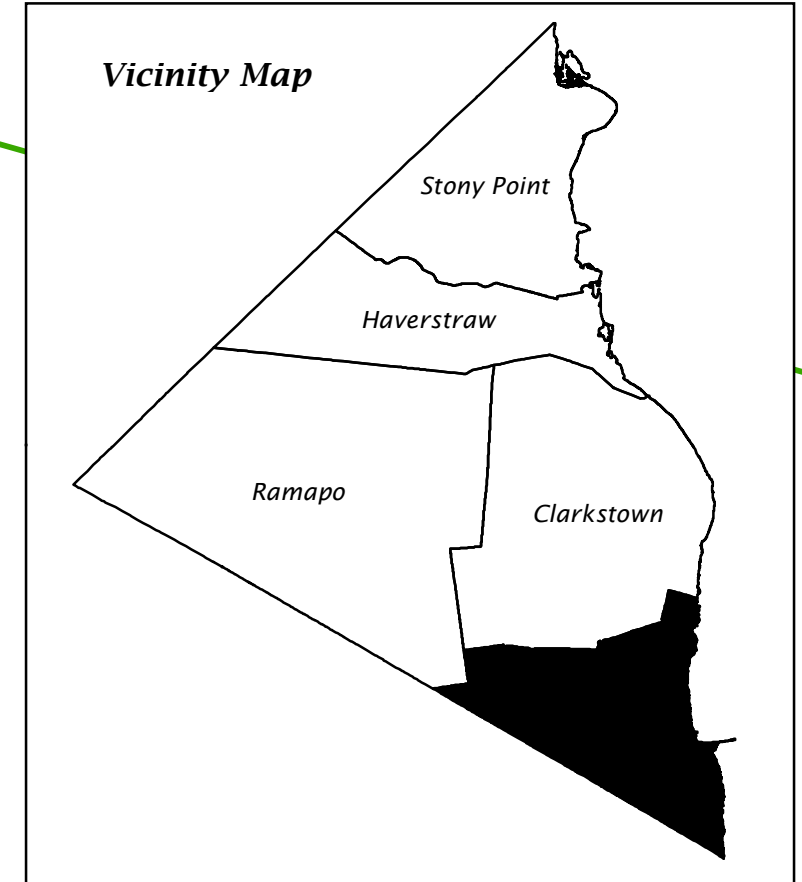
Minimum Lot Area Applicability: Area 1 = Existing principal building and lot; Area 2 = New principal building or subdivision or existing building with a proposed floor area expansion in excess of 50%. (Must meet minimum lot area requirement after application of the slope formula, §18.32) \* = not to exceed one principal structure per lot



# Town of Orangetown

## ZONING

### Rockland County, NY



SEE THE ATTACHED  
HAMLET OF SOUTH  
NYACK ZONING MAP  
WITH CEA

HUDSON RIVER

#### Zoning Legend

|        |  |                   |
|--------|--|-------------------|
| R-80   | Rural Residence District                           | (80,000 S.F./Lot) |
| R-40   | Low Density Residential District                   | (40,000 S.F./Lot) |
| R-22   | Medium Density Residential District                | (22,500 S.F./Lot) |
| R-15   | Medium Density Residential District                | (15,000 S.F./Lot) |
| RG     | General Residence District                         | (10,000 S.F./Lot) |
| MFR    | Multi-Family Residential District                  | (40,000 S.F./Lot) |
| PAC    | Planned Adult Community                            |                   |
| LO     | Laboratory-Office District                         | (2 Acres/Lot)     |
| LIO    | Light Industrial-Office District                   | (2 Acres/Lot)     |
| LI     | Light Industrial District                          | (2 Acres/Lot)     |
| OP     | Office-Park District                               |                   |
| CS     | Community Shopping District                        | (2,500 S.F./Lot)  |
| CC     | Retail Commerce District                           | (2,500 S.F./Lot)  |
| CO     | Commercial-Office District                         | (30,000 S.F./Lot) |
| RPC-OP | Rockland Psychiatric Center - Office Park District | (10 Acres/Lot)    |
| RPC-R  | Rockland Psychiatric Center - Recreation District  | (5 Acres/Lot)     |

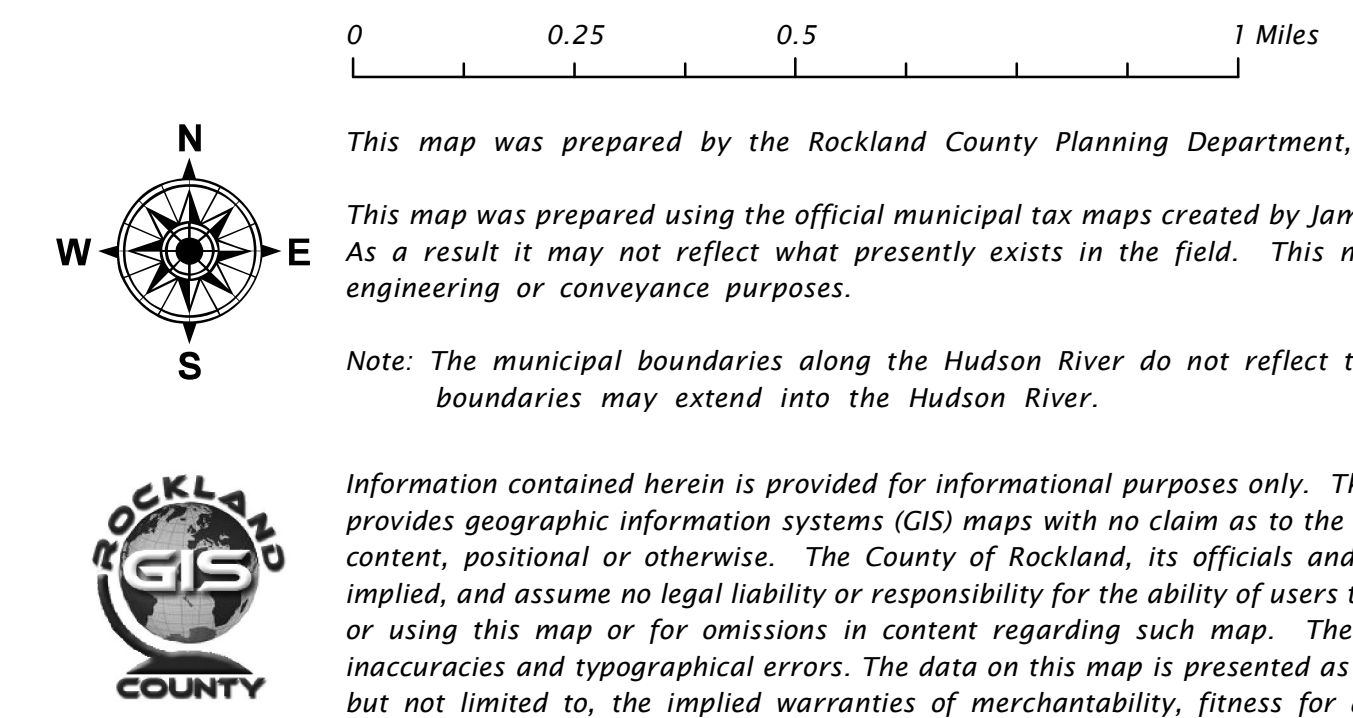
**Notes:**  
 1. The zoning boundaries were derived from the local zoning ordinance and map. They have been verified by the local municipality.  
 2. This is not the Official Zoning Map unless adopted by the municipality.  
 DATE ADOPTED: December 11, 2018  
 RESOLUTION #: 733  
 Previous map adopted: September 27, 2011  
 Previous Resolution #: 526

#### Zoning Revision Notes:

|         |  |    |
|---------|--|----|
| 5/2008  | R-15 Zone Change   | SL |
| 7/2008  | Historic Districts Adjusted per Town Board on March 10, 2008                             | SL |
| 9/2011  | Zoning Updates made per Town of Orangetown   | SL |
| 10/2016 | Zone CO changed to R-15 per L.L. No. 7 of 2016, Town Board Resolution 428                | CW |
| 3/2017  | Zone R-40 Boundary changed per L.L. No. 6 of 1991, Town Board Resolution 316             | CW |
|         | Zone LIO changed to CC per L.L. No. 12 of 1993, Town Board Resolution 287                |    |
|         | Zone LO changed to R-22 per L.L. No. 3 of 2008, Town Board Resolution 500                |    |
|         | Updated portion of zone CS to PAC per L.L. No. 5 of 2010, Town Board Resolution 559      |    |
|         | Portion of zone CC & MFR changed to RG per L.L. No. 5 of 2014, Town Board Resolution 260 |    |
| 8/2018  | Zone LO changed to R-40 per L.L. No. 2 of 2015, Town Board Resolution 278                | CW |
|         | Zone R-15 changed to CC per L.L. No. 1 of 2016, Town Board Resolution 50                 |    |
|         | Zone OP changed to PAC per L.L. No. 10 of 2018 Town Board Resolution 437                 |    |
|         | Zone LI changed to CC per L.L. No. 4 of 2018 Town Board Resolution 346                   |    |
|         | Portion of zone LIO changed to R-80 per L.L. No. 5 of 2018 Town Board Resolution 371     |    |
| 9/2018  | Hudson River is zone R-80  | CW |
|         | Zone R-80 boundary changed to R-40 per L.L. No. 18 of 1993                               |    |
|         | Zone R-40 changed to MFR per L.L. No. 1 of 1994 & L.L. No. 3 of 1993                     |    |
|         | Zone RG boundary changed per L.L. No. 9 of 1996  |    |
| 9/2018  | Zone CC changed to RG per L.L. No. 4 of 2001, Town Board Resolution 471                  | CW |
|         | Zone RPC-OP created per L.L. No. 2 of 2017, Town Board Resolution 181                    |    |
| 12/2018 | Zone LO changed to OP per L.L. No. 14 of 2018, Town Board Resolution 614                 | CW |
|         | Zone LO changed to OP per L.L. No. 14 of 2018, Town Board Resolution 614                 |    |
| 03/2022 | South Nyack Hamlet: see Hamlet of South Nyack Zoning Map                                 |    |

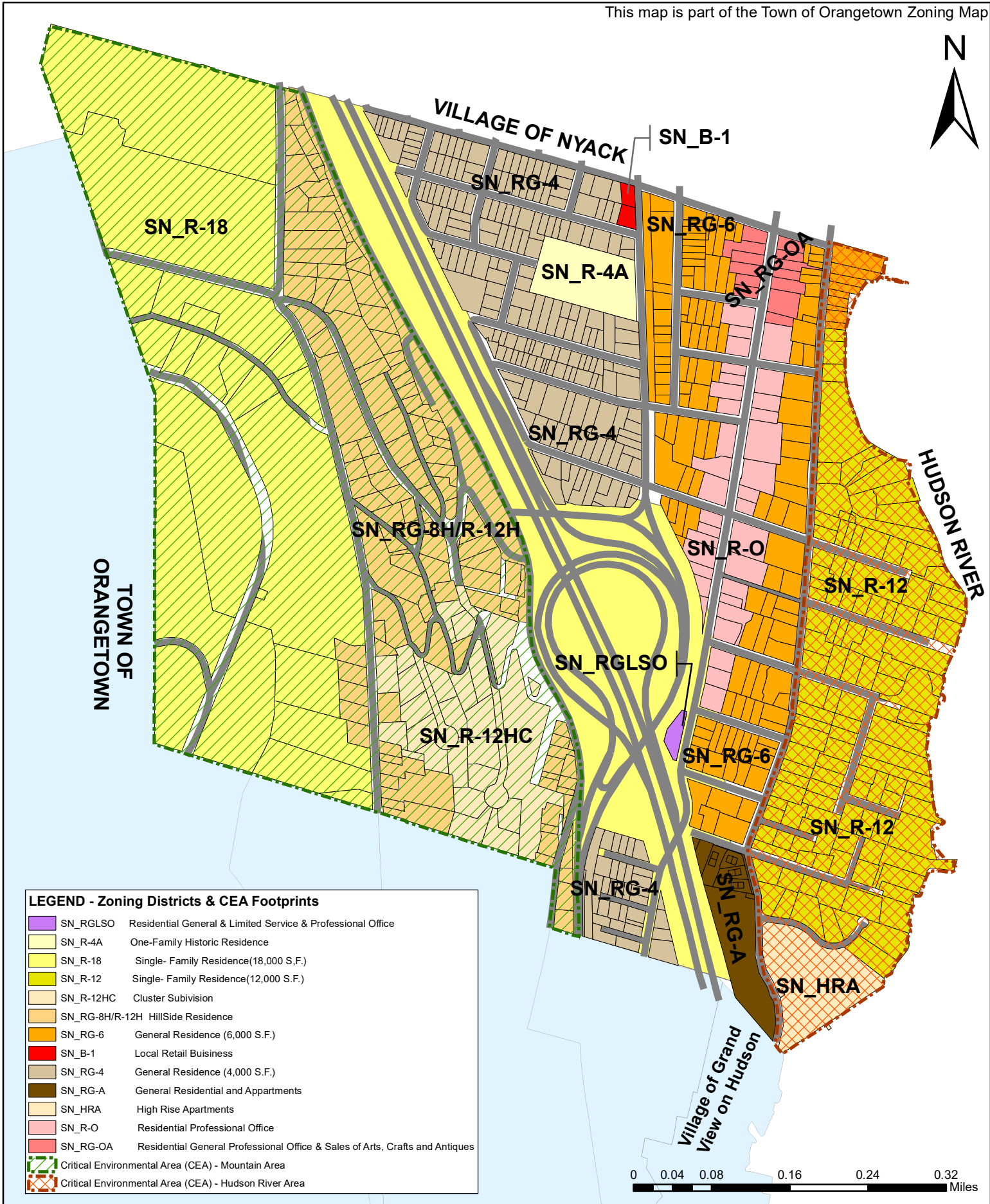
#### Legend

- Zoning District
- R-40 Zoning District Label
- Orangetown Critical Environmental Area
- Route 303 Zone Overlay
- Sparkill Hamlet Center Overlay
- Historic Districts
- Town Boundary
- Village Boundary
- Road Right-of-Way
- Parcel



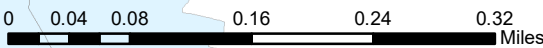
This map was prepared by the Rockland County Planning Department, GIS, December 2018.  
 This map was prepared using the official municipal tax maps created by James W. Sewall Company (August 2018). As a result it may not reflect what presently exists in the field. This map is not to be used for surveying, engineering or conveyance purposes.  
 Note: The municipal boundaries along the Hudson River do not reflect the legal boundary. Some municipal boundaries may extend into the Hudson River.  
 Information contained herein is provided for informational purposes only. The Rockland County Department of Planning provides geographic information systems (GIS) maps with no claim as to the completeness, usefulness, or accuracy of its content, positional or otherwise. The County of Rockland, its officials and employees make no warranty, express or implied, and assume no legal liability or responsibility for the ability of users to fulfill their intended purposes in accessing or using this map or for omissions in content regarding such map. The data on this map could include technical inaccuracies and typographical errors. The data on this map is presented as is, without warranty of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.





**LEGEND - Zoning Districts & CEA Footprints**

|  |                |  |
|--|----------------|--|
|  | SN_RGLSO       | Residential General & Limited Service & Professional Office                  |
|  | SN_R-4A        | One-Family Historic Residence  |
|  | SN_R-18        | Single-Family Residence(18,000 S.F.)   |
|  | SN_R-12        | Single-Family Residence(12,000 S.F.)   |
|  | SN_R-12HC      | Cluster Subdivision  |
|  | SN_RG-8H/R-12H | HillSide Residence   |
|  | SN_RG-6        | General Residence (6,000 S.F.)   |
|  | SN_B-1         | Local Retail Business  |
|  | SN_RG-4        | General Residence (4,000 S.F.)   |
|  | SN_RG-A        | General Residential and Apartments   |
|  | SN_HRA         | High Rise Apartments   |
|  | SN_R-O         | Residential Professional Office  |
|  | SN_RG-OA       | Residential General Professional Office & Sales of Arts, Crafts and Antiques |
|  |                | Critical Environmental Area (CEA) - Mountain Area                            |
|  |                | Critical Environmental Area (CEA) - Hudson River Area                        |



# Hamlet of South Nyack, Town of Orangetown Rockland County, NY, Zoning Map

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

|   |        |            |
|---|--------|------------|
| Name of Action or Project:  |        |            |
| Project Location (describe, and attach a general location map):     |        |            |
| Brief Description of Proposed Action (include purpose or need):     |        |            |
| Name of Applicant/Sponsor:  |        | Telephone: |
|   |        | E-Mail:    |
| Address:  |        |            |
| City/PO:  | State: | Zip Code:  |
| Project Contact (if not same as sponsor; give name and title/role): |        | Telephone: |
|   |        | E-Mail:    |
| Address:  |        |            |
| City/PO:  | State: | Zip Code:  |
| Property Owner (if not same as sponsor):                            |        | Telephone: |
|   |        | E-Mail:    |
| Address:  |        |            |
| City/PO:  | State: | Zip Code:  |

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity   | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|--|--|
| a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |
| g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| <p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |  |  |

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  Yes  No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  Yes  No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  Yes  No  
N/A

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

\_\_\_\_\_

\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit? N/A  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?  
\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?  
\_\_\_\_\_

d. What parks serve the project site?  
\_\_\_\_\_  
\_\_\_\_\_

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres  
b. Total acreage to be physically disturbed? \_\_\_\_\_ acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
\_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_
- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

|               | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
|---------------|-------------------|-------------------|---------------------|---------------------------------------|
| Initial Phase | _____             | _____             | _____               | _____                                 |
| At completion | _____             | _____             | _____               | _____                                 |
| of all phases | _____             | _____             | _____               | _____                                 |

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

*i.* Total number of structures \_\_\_\_\_

*ii.* Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length

*iii.* Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

*i.* Purpose of the impoundment: \_\_\_\_\_

*ii.* If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

*iii.* If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_

*iv.* Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

*v.* Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

*vi.* Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations** N/A

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  Yes  No  
 If Yes:

*i.* What is the purpose of the excavation or dredging? \_\_\_\_\_

*ii.* How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): \_\_\_\_\_
- Over what duration of time? \_\_\_\_\_

*iii.* Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_

*iv.* Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_

*v.* What is the total area to be dredged or excavated? \_\_\_\_\_ acres

*vi.* What is the maximum area to be worked at any one time? \_\_\_\_\_ acres

*vii.* What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet

*viii.* Will the excavation require blasting?  Yes  No

*ix.* Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

*i.* Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.

|  |   |
|--|---|
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
|--|---|



m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and covertypes on the project site.

| Land use or Covertypes   | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               |                 |                                  |                    |
| • Forested   |                 |                                  |                    |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) |                 |                                  |                    |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        |                 |                                  |                    |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           |                 |                                  |                    |
| • Wetlands (freshwater or tidal)   |                 |                                  |                    |
| • Non-vegetated (bare rock, earth or fill)   |                 |                                  |                    |
| • Other Describe: _____<br>_____   |                 |                                  |                    |

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

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d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
\_\_\_\_\_

---

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  

- Dam height: \_\_\_\_\_ feet
- Dam length: \_\_\_\_\_ feet
- Surface area: \_\_\_\_\_ acres
- Volume impounded: \_\_\_\_\_ gallons OR acre-feet

ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection:  
\_\_\_\_\_

---

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  

- If yes, cite sources/documentation: \_\_\_\_\_

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_

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g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
\_\_\_\_\_

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h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database      Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database      Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

---

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_%

c. Predominant soil type(s) present on project site: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

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i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

|   |  |
|---|--|
| m. Identify the predominant wildlife species that occupy or use the project site: _____<br>_____<br>_____   |  |
| n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br><i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____<br>_____<br><i>ii.</i> Source(s) of description or evaluation: _____<br><i>iii.</i> Extent of community/habitat:<br><ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> |  |
| o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br><i>i.</i> Species and listing (endangered or threatened): _____<br>_____<br>_____  |  |
| p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br><i>i.</i> Species and listing: _____<br>_____  |  |
| q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, give a brief description of how the proposed action may affect that use: _____<br>_____   |  |
| <b>E.3. Designated Public Resources On or Near Project Site</b>   |  |
| a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, provide county plus district name/number: _____   |  |
| b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br><i>i.</i> If Yes: acreage(s) on project site? _____<br><i>ii.</i> Source(s) of soil rating(s): _____  |  |
| c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br><i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature<br><i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____<br>_____<br>_____  |  |
| d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br><i>i.</i> CEA name: _____<br><i>ii.</i> Basis for designation: _____<br><i>iii.</i> Designating agency and date: _____  |  |

|  |
|--|
| <p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site      <input type="checkbox"/> Historic Building or District</p> <p style="margin-left: 20px;">ii. Name: _____</p> <p style="margin-left: 20px;">iii. Brief description of attributes on which listing is based: _____</p> |
| <p>f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   |
| <p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe possible resource(s): _____</p> <p style="margin-left: 20px;">ii. Basis for identification: _____</p>  |
| <p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify resource: _____</p> <p style="margin-left: 20px;">ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p style="margin-left: 20px;">iii. Distance between project and resource: _____ miles.</p>  |
| <p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify the name of the river and its designation: _____</p> <p style="margin-left: 20px;">ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>  |

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

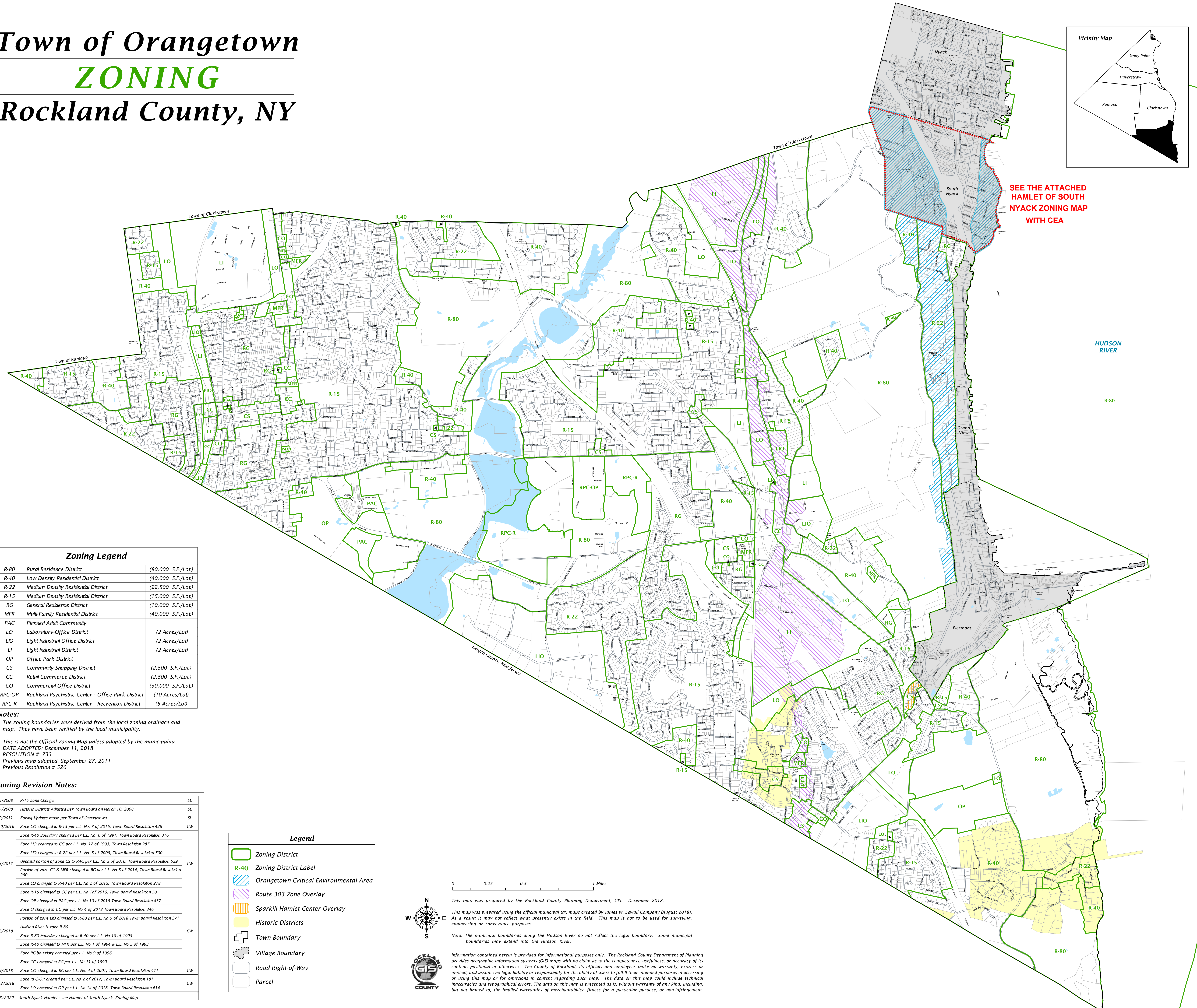
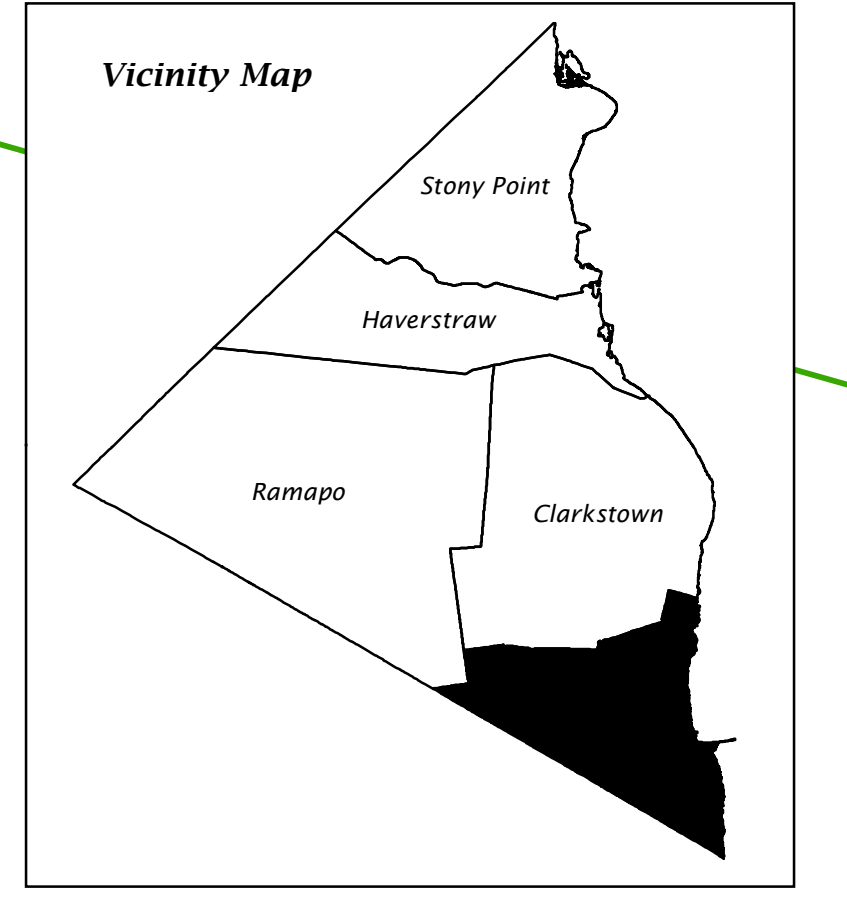
Signature \_\_\_\_\_ Title \_\_\_\_\_



# Town of Orangetown

## ZONING

### Rockland County, NY



SEE THE ATTACHED  
HAMLET OF SOUTH  
NYACK ZONING MAP  
WITH CEA

#### Zoning Legend

|        |  |                   |
|--------|--|-------------------|
| R-80   | Rural Residence District                           | (80,000 S.F./Lot) |
| R-40   | Low Density Residential District                   | (40,000 S.F./Lot) |
| R-22   | Medium Density Residential District                | (22,500 S.F./Lot) |
| R-15   | Medium Density Residential District                | (15,000 S.F./Lot) |
| RG     | General Residence District                         | (10,000 S.F./Lot) |
| MFR    | Multi-Family Residential District                  | (40,000 S.F./Lot) |
| PAC    | Planned Adult Community                            |                   |
| LO     | Laboratory-Office District                         | (2 Acres/Lot)     |
| LIO    | Light Industrial-Office District                   | (2 Acres/Lot)     |
| LI     | Light Industrial District                          | (2 Acres/Lot)     |
| OP     | Office-Park District                               |                   |
| CS     | Community Shopping District                        | (2,500 S.F./Lot)  |
| CC     | Retail Commerce District                           | (2,500 S.F./Lot)  |
| CO     | Commercial-Office District                         | (30,000 S.F./Lot) |
| RPC-OP | Rockland Psychiatric Center - Office Park District | (10 Acres/Lot)    |
| RPC-R  | Rockland Psychiatric Center - Recreation District  | (5 Acres/Lot)     |

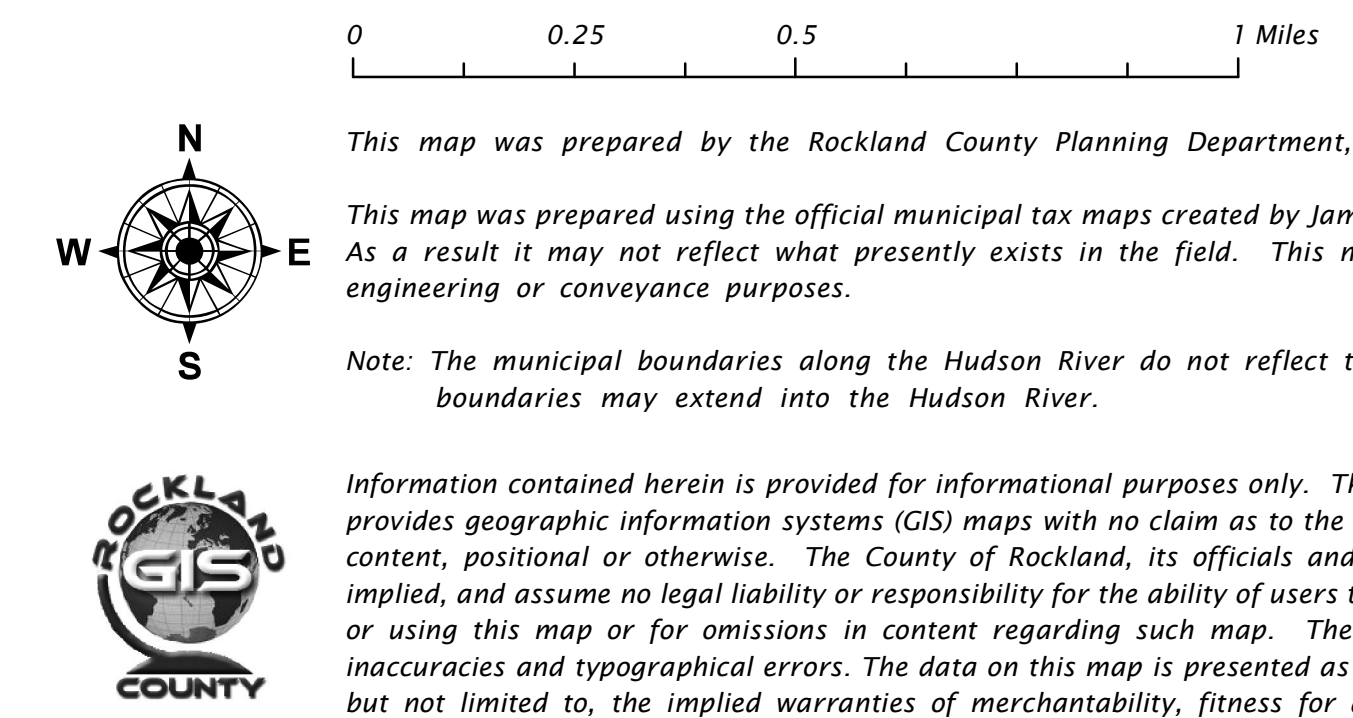
**Notes:**  
 1. The zoning boundaries were derived from the local zoning ordinance and map. They have been verified by the local municipality.  
 2. This is not the Official Zoning Map unless adopted by the municipality.  
 DATE ADOPTED: December 11, 2018  
 RESOLUTION #: 733  
 Previous map adopted: September 27, 2011  
 Previous Resolution #: 526

#### Zoning Revision Notes:

|         |  |    |
|---------|--|----|
| 5/2008  | R-15 Zone Change   | SL |
| 7/2008  | Historic Districts Adjusted per Town Board on March 10, 2008                             | SL |
| 9/2011  | Zoning Updates made per Town of Orangetown   | SL |
| 10/2016 | Zone CO changed to R-15 per L.L. No. 7 of 2016, Town Board Resolution 428                | CW |
| 3/2017  | Zone R-40 Boundary changed per L.L. No. 6 of 1991, Town Board Resolution 316             | CW |
|         | Zone LIO changed to CC per L.L. No. 12 of 1993, Town Board Resolution 287                |    |
|         | Zone LO changed to R-22 per L.L. No. 3 of 2008, Town Board Resolution 500                |    |
|         | Updated portion of zone CS to PAC per L.L. No. 5 of 2010, Town Board Resolution 559      |    |
|         | Portion of zone CC & MFR changed to RG per L.L. No. 5 of 2014, Town Board Resolution 260 |    |
| 8/2018  | Zone LO changed to R-40 per L.L. No. 2 of 2015, Town Board Resolution 278                | CW |
|         | Zone R-15 changed to CC per L.L. No. 1 of 2016, Town Board Resolution 50                 |    |
|         | Zone OP changed to PAC per L.L. No. 10 of 2018 Town Board Resolution 437                 |    |
|         | Zone LI changed to CC per L.L. No. 4 of 2018 Town Board Resolution 346                   |    |
|         | Portion of zone LIO changed to R-80 per L.L. No. 5 of 2018 Town Board Resolution 371     |    |
| 9/2018  | Hudson River is zone R-80  | CW |
|         | Zone R-80 boundary changed to R-40 per L.L. No. 18 of 1993                               |    |
|         | Zone R-40 changed to MFR per L.L. No. 1 of 1994 & L.L. No. 3 of 1993                     |    |
|         | Zone RG boundary changed per L.L. No. 9 of 1996  |    |
| 9/2018  | Zone CC changed to RG per L.L. No. 4 of 2001, Town Board Resolution 471                  | CW |
|         | Zone RPC-OP created per L.L. No. 2 of 2017, Town Board Resolution 181                    |    |
| 12/2018 | Zone LO changed to OP per L.L. No. 14 of 2018, Town Board Resolution 614                 | CW |
|         | Zone LO changed to OP per L.L. No. 14 of 2018, Town Board Resolution 614                 |    |
| 03/2022 | South Nyack Hamlet: see Hamlet of South Nyack Zoning Map                                 |    |

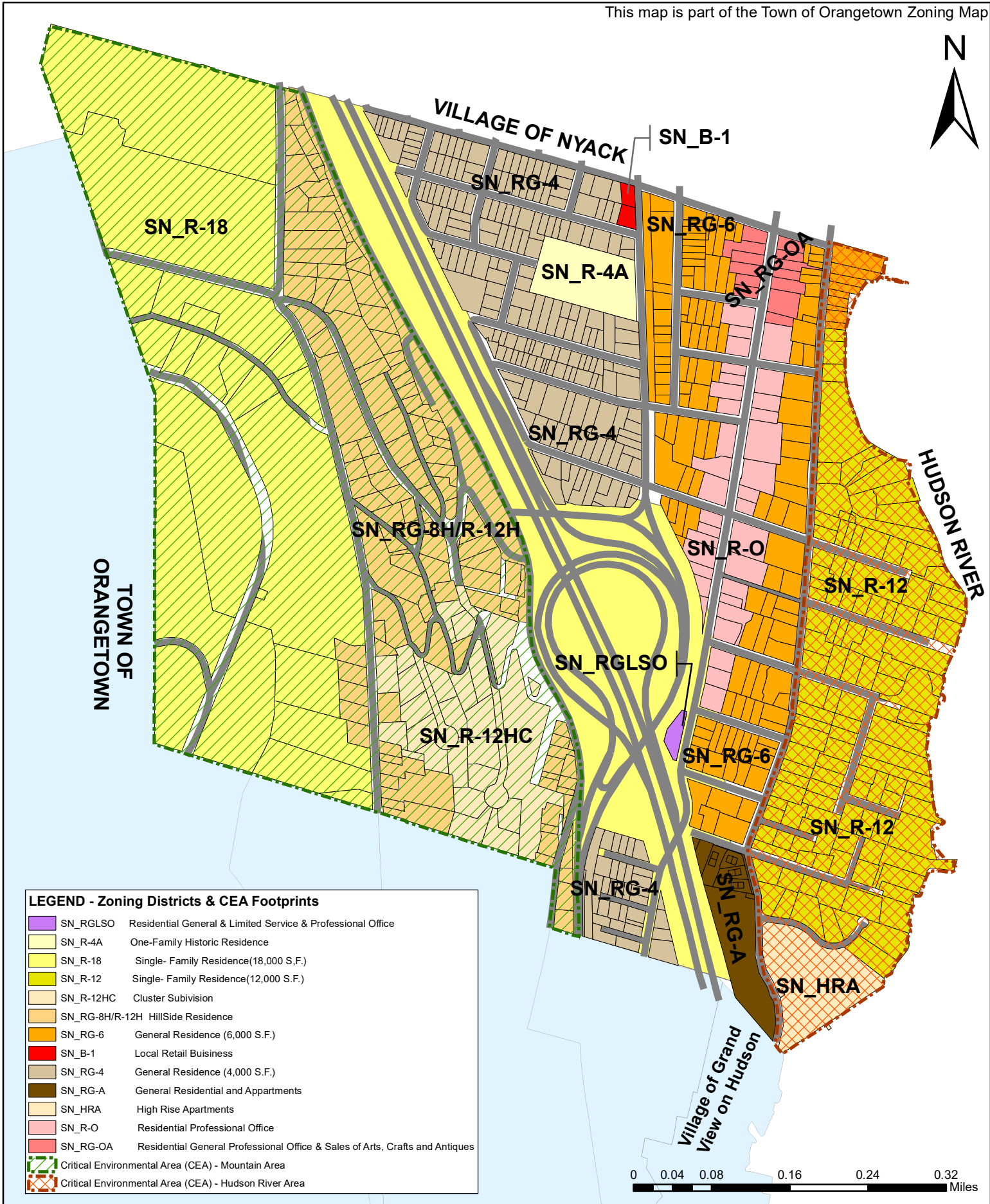
#### Legend

- Zoning District
- Zoning District Label
- Orangetown Critical Environmental Area
- Route 303 Zone Overlay
- Sparkill Hamlet Center Overlay
- Historic Districts
- Town Boundary
- Village Boundary
- Road Right-of-Way
- Parcel



This map was prepared by the Rockland County Planning Department, GIS, December 2018.  
 This map was prepared using the official municipal tax maps created by James W. Sewall Company (August 2018). As a result it may not reflect what presently exists in the field. This map is not to be used for surveying, engineering or conveyance purposes.  
 Note: The municipal boundaries along the Hudson River do not reflect the legal boundary. Some municipal boundaries may extend into the Hudson River.  
 Information contained herein is provided for informational purposes only. The Rockland County Department of Planning provides geographic information systems (GIS) maps with no claim as to the completeness, usefulness, or accuracy of its content, positional or otherwise. The County of Rockland, its officials and employees make no warranty, express or implied, and assume no legal liability or responsibility for the ability of users to fulfill their intended purposes in accessing or using this map or for omissions in content regarding such map. The data on this map could include technical inaccuracies and typographical errors. The data on this map is presented as is, without warranty of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.





**LEGEND - Zoning Districts & CEA Footprints**

|  |                |  |
|--|----------------|--|
|  | SN_RGLSO       | Residential General & Limited Service & Professional Office                  |
|  | SN_R-4A        | One-Family Historic Residence  |
|  | SN_R-18        | Single-Family Residence(18,000 S.F.)   |
|  | SN_R-12        | Single-Family Residence(12,000 S.F.)   |
|  | SN_R-12HC      | Cluster Subdivision  |
|  | SN_RG-8H/R-12H | HillSide Residence   |
|  | SN_RG-6        | General Residence (6,000 S.F.)   |
|  | SN_B-1         | Local Retail Business  |
|  | SN_RG-4        | General Residence (4,000 S.F.)   |
|  | SN_RG-A        | General Residential and Apartments   |
|  | SN_HRA         | High Rise Apartments   |
|  | SN_R-O         | Residential Professional Office  |
|  | SN_RG-OA       | Residential General Professional Office & Sales of Arts, Crafts and Antiques |
|  |                | Critical Environmental Area (CEA) - Mountain Area                            |
|  |                | Critical Environmental Area (CEA) - Hudson River Area                        |

# Hamlet of South Nyack, Town of Orangetown Rockland County, NY, Zoning Map



**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Project :

Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency’s reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

| <b>1. Impact on Land</b>  |                             |                               |                                    |
|---|-----------------------------|-------------------------------|------------------------------------|
| Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)                          |                             | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
| <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>   |                             |                               |                                    |
|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may involve construction on land where depth to water table is less than 3 feet.   | E2d                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may involve construction on slopes of 15% or greater.  | E2f                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.                  | E2a                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.  | D2a                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may involve construction that continues for more than one year or in multiple phases.  | D1e                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides). | D2e, D2q                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action is, or may be, located within a Coastal Erosion hazard area.   | B1i                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other impacts: _____<br>_____  |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>2. Impact on Geological Features</b><br>The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br><i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i> |                                    |                                      |   |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. Identify the specific land form(s) attached: _____<br>_____  | E2g                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark.<br>Specific feature: _____   | E3c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. Other impacts: _____<br>_____  |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|  |                                    |                                      |   |
|--|------------------------------------|--------------------------------------|---|
| <b>3. Impacts on Surface Water</b><br>The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br><i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i> |                                    |                                      |   |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may create a new water body.  | D2b, D1h                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.   | D2b                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.  | D2a                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.   | E2h                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.  | D2a, D2h                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.   | D2c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).   | D2d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.   | D2e                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.   | E2h                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| j. The proposed action may involve the application of pesticides or herbicides in or around any water body.  | D2q, E2h                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.   | D1a, D2d                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|                                  |  |                          |                          |
|----------------------------------|--|--------------------------|--------------------------|
| I. Other impacts: _____<br>_____ |  | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>4. Impact on groundwater</b><br>The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br>(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)<br><i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i> |                                    |                                      |   |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.  | D2c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer.<br>Cite Source: _____  | D2c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may allow or result in residential uses in areas without water and sewer services.   | D1a, D2c                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may include or require wastewater discharged to groundwater.   | D2d, E2l                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.   | D2c, E1f, E1g, E1h                 | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.  | D2p, E2l                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.  | E2h, D2q, E2l, D2c                 | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| h. Other impacts: _____<br>_____  |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>5. Impact on Flooding</b><br>The proposed action may result in development on lands subject to flooding. <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br>(See Part 1. E.2)<br><i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i> |                                    |                                      |   |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may result in development in a designated floodway.  | E2i                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in development within a 100 year floodplain.  | E2j                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may result in development within a 500 year floodplain.  | E2k                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may result in, or require, modification of existing drainage patterns.   | D2b, D2e                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may change flood water flows that contribute to flooding.  | D2b, E2i, E2j, E2k                 | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?  | E1e                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|                                  |  |                          |                          |
|----------------------------------|--|--------------------------|--------------------------|
| g. Other impacts: _____<br>_____ |  | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

| <b>6. Impacts on Air</b>  |  |  |  |
|---|--|--|--|
| The proposed action may include a state regulated air emission source.<br>(See Part 1. D.2.f., D.2.h, D.2.g)<br><i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>   |  | <input type="checkbox"/> NO  | <input type="checkbox"/> YES   |
|   | Relevant Part I Question(s)            | No, or small impact may occur  | Moderate to large impact may occur   |
| a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:<br>i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> )<br>ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O)<br>iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)<br>iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> )<br>v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions<br>vi. 43 tons/year or more of methane | D2g<br>D2g<br>D2g<br>D2g<br>D2g<br>D2h | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
| b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.  | D2g                                    | <input type="checkbox"/>   | <input type="checkbox"/>   |
| c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.   | D2f, D2g                               | <input type="checkbox"/>   | <input type="checkbox"/>   |
| d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.  | D2g                                    | <input type="checkbox"/>   | <input type="checkbox"/>   |
| e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.   | D2s                                    | <input type="checkbox"/>   | <input type="checkbox"/>   |
| f. Other impacts: _____<br>_____  |  | <input type="checkbox"/>   | <input type="checkbox"/>   |

| <b>7. Impact on Plants and Animals</b>   |                             |                               |                                    |
|--|-----------------------------|-------------------------------|------------------------------------|
| The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)<br><i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>  |                             | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
|  | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.                  | E2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.  | E2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2p                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.  | E2p                         | <input type="checkbox"/>      | <input type="checkbox"/>           |

|   |     |                          |                          |
|---|-----|--------------------------|--------------------------|
| e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.                               | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community.<br>Source: _____                                  | E2n | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.              | E2m | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat.<br>Habitat type & information source: _____ | E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.  | D2q | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Other impacts: _____   |     | <input type="checkbox"/> | <input type="checkbox"/> |

| <b>8. Impact on Agricultural Resources</b>   |                             |                               |                                    |
|--|-----------------------------|-------------------------------|------------------------------------|
| The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)   |                             | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
| <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>  |                             |                               |                                    |
|  | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.   | E2c, E3b                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).  | E1a, E1b                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.   | E3b                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District. | E1b, E3a                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may disrupt or prevent installation of an agricultural land management system.  | E1 a, E1b                   | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.   | C2c, C3, D2c, D2d           | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.   | C2c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other impacts: _____  |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

|  |                                    |  |  |                             |                              |
|--|------------------------------------|--|--|-----------------------------|------------------------------|
| <b>9. Impact on Aesthetic Resources</b><br>The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)<br><i>If "Yes", answer questions a - g. If "No", go to Section 10.</i> |                                    |  |  | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b>                 | <b>Moderate to large impact may occur</b>            |                             |                              |
| a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.  | E3h                                | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                             |                              |
| b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.  | E3h, C2b                           | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                             |                              |
| c. The proposed action may be visible from publicly accessible vantage points:<br>i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)<br>ii. Year round   | E3h                                | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |                             |                              |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is:<br>i. Routine travel by residents, including travel to and from work<br>ii. Recreational or tourism based activities   | E3h<br>E2q,<br>E1c                 | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |                             |                              |
| e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.   | E3h                                | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                             |                              |
| f. There are similar projects visible within the following distance of the proposed project:<br>0-1/2 mile<br>1/2 -3 mile<br>3-5 mile<br>5+ mile   | D1a, E1a,<br>D1f, D1g              | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                             |                              |
| g. Other impacts: _____<br>_____   |                                    | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                             |                              |

|   |                                    |                                      |   |                             |                              |
|---|------------------------------------|--------------------------------------|---|-----------------------------|------------------------------|
| <b>10. Impact on Historic and Archeological Resources</b><br>The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)<br><i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>   |                                    |                                      |   | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |                             |                              |
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places. | E3e                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.  | E3f                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory.<br>Source: _____   | E3g                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |

|  |                            |                          |                          |
|--|----------------------------|--------------------------|--------------------------|
| d. Other impacts: _____<br>_____   |                            | <input type="checkbox"/> | <input type="checkbox"/> |
| e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: |                            |                          |                          |
| i. The proposed action may result in the destruction or alteration of all or part of the site or property.   | E3e, E3g, E3f              | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. The proposed action may result in the alteration of the property’s setting or integrity.   | E3e, E3f, E3g, E1a, E1b    | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.   | E3e, E3f, E3g, E3h, C2, C3 | <input type="checkbox"/> | <input type="checkbox"/> |

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>11. Impact on Open Space and Recreation</b>  |                                    |                                      |   |
| The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.<br>(See Part 1. C.2.c, E.1.c., E.2.q.)<br><i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i> |                                    | <input type="checkbox"/> NO          | <input type="checkbox"/> YES              |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.   | D2e, E1b E2h, E2m, E2o, E2n, E2p   | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in the loss of a current or future recreational resource.   | C2a, E1c, C2c, E2q                 | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may eliminate open space or recreational resource in an area with few such resources.  | C2a, C2c E1c, E2q                  | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may result in loss of an area now used informally by the community as an open space resource.  | C2c, E1c                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. Other impacts: _____<br>_____  |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|  |                                    |                                      |   |
|--|------------------------------------|--------------------------------------|---|
| <b>12. Impact on Critical Environmental Areas</b>  |                                    |                                      |   |
| The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)<br><i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i> |                                    | <input type="checkbox"/> NO          | <input type="checkbox"/> YES              |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.                                       | E3d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.  | E3d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. Other impacts: _____<br>_____   |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|  |                                    |                                      |   |
|--|------------------------------------|--------------------------------------|---|
| <b>13. Impact on Transportation</b><br>The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES<br>(See Part 1. D.2.j)<br><i>If "Yes", answer questions a - f. If "No", go to Section 14.</i> |                                    |                                      |   |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. Projected traffic increase may exceed capacity of existing road network.  | D2j                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.  | D2j                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action will degrade existing transit access.   | D2j                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action will degrade existing pedestrian or bicycle accommodations.   | D2j                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may alter the present pattern of movement of people or goods.   | D2j                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. Other impacts: _____<br>_____   |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|   |                                    |                                      |   |
|---|------------------------------------|--------------------------------------|---|
| <b>14. Impact on Energy</b><br>The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES<br>(See Part 1. D.2.k)<br><i>If "Yes", answer questions a - e. If "No", go to Section 15.</i> |                                    |                                      |   |
|   | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action will require a new, or an upgrade to an existing, substation.  | D2k                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.  | D1f, D1q, D2k                      | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.   | D2k                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.   | D1g                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. Other Impacts: _____<br>_____  |                                    |                                      |   |

|  |                                    |                                      |   |
|--|------------------------------------|--------------------------------------|---|
| <b>15. Impact on Noise, Odor, and Light</b><br>The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES<br>(See Part 1. D.2.m., n., and o.)<br><i>If "Yes", answer questions a - f. If "No", go to Section 16.</i> |                                    |                                      |   |
|  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may produce sound above noise levels established by local regulation.   | D2m                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.   | D2m, E1d                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may result in routine odors for more than one hour per day.   | D2o                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |



|   |          |                          |                          |
|---|----------|--------------------------|--------------------------|
| d. The proposed action may result in light shining onto adjoining properties.                           | D2n      | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions. | D2n, E1a | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____<br>_____  |          | <input type="checkbox"/> | <input type="checkbox"/> |

| <b>16. Impact on Human Health</b>   |                             |                               |                                    |
|---|-----------------------------|-------------------------------|------------------------------------|
| The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)<br><i>If "Yes", answer questions a - m. If "No", go to Section 17.</i> |                             | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
|   | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.   | E1d                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The site of the proposed action is currently undergoing remediation.   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.   | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.                             | D2t                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action involves construction or modification of a solid waste management facility.  | D2q, E1f                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. The proposed action may result in the unearthing of solid or hazardous waste.  | D2q, E1f                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.  | D2r, D2s                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.  | E1f, E1g<br>E1h             | <input type="checkbox"/>      | <input type="checkbox"/>           |
| k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.   | E1f, E1g                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| l. The proposed action may result in the release of contaminated leachate from the project site.  | D2s, E1f,<br>D2r            | <input type="checkbox"/>      | <input type="checkbox"/>           |
| m. Other impacts: _____<br>_____  |                             |                               |                                    |

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans.

NO

YES

(See Part 1. C.1, C.2. and C.3.)

This action was recommended through dissolution of village of Nyack into Town of Orangetown. Thus Village zoning will be incorporated in the town's zoning.

*If "Yes", answer questions a - h. If "No", go to Section 18.*

|  | Relevant Part I Question(s)       | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------------|-------------------------------|------------------------------------|
| a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).                                | C2, C3, D1a<br>E1a, E1b           | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.                     | C2                                | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action is inconsistent with local land use plans or zoning regulations.  | C2, C2, C3                        | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action is inconsistent with any County plans, or other regional land use plans.  | C2, C2                            | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure. | C3, D1c,<br>D1d, D1f,<br>D1d, E1b | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.                       | C4, D2c, D2d<br>D2j               | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)                    | C2a                               | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other: _____<br>_____   |                                   | <input type="checkbox"/>      | <input type="checkbox"/>           |

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.

NO

YES

(See Part 1. C.2, C.3, D.2, E.3)

*If "Yes", answer questions a - g. If "No", proceed to Part 3.*

|  | Relevant Part I Question(s)    | No, or small impact may occur | Moderate to large impact may occur |
|--|--------------------------------|-------------------------------|------------------------------------|
| a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community. | E3e, E3f, E3g                  | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)                       | C4                             | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.         | C2, C3, D1f<br>D1g, E1a        | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.            | C2, E3                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action is inconsistent with the predominant architectural scale and character.                                     | C2, C3                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. Proposed action is inconsistent with the character of the existing natural landscape.   | C2, C3<br>E1a, E1b<br>E2g, E2h | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. Other impacts: _____<br>_____   |                                | <input type="checkbox"/>      | <input type="checkbox"/>           |

Project :

Date :

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:             Type 1                       Unlisted

Identify portions of EAF completed for this Project:    Part 1             Part 2             Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

## MEMORANDUM

**TO:** Town of Orangetown Town Board

**CC:** Robert Magrino, Town Attorney

**FROM:** Laberge Group

**RE:** Response to Public Comments on Zoning Proposal for the South Nyack Hamlet (Local Law of 2022 Amending Chapter 43 of the Town Code)

**DATE:** June 24, 2022

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This zoning amendment would modify the Town Zoning Law and Zoning Map by adding new zoning districts, a table of regulations, definitions, supplemental standards, and other regulating criteria covering the South Nyack (SN) hamlet area, which is now directly part of the Town due to formal dissolution of the Village earlier this year.

This memo provides potential recommendations and responses to this select items brought up in the General Municipal Law Review (GML 239 L & M) by the Rockland County Department of Planning that were supplied in a four page letter dated May 12, 2022 and referenced by the County as O-2442. The County's letter is attached for reference. The 16 items below address items listed under the "Recommend the Following Modifications" heading in the County's letter, which are covered on its pages one through three.

### **POTENTIAL RESPONSES TO ROCKLAND CO. DEPT. OF PLANNING MAY 12, 2022 COMMENTS TO RECOMMEND THE FOLLOWING MODIFICATIONS**

- 1) Rationale for an override is, there has been reconsideration of the proposed modification to include the Run-Off CEA on the Zoning Map. Reasons why the Run-Off CEA was not included are:
  - A. There was not a Map actually contained in the Villag Zoning law in association with §330-11.
  - B. State law at 6 NYCRR 617.14(g) provides for filing of documentation on a Critical Environmental Area (CEA) directly with the New York State Department of Environmental Conservation (DEC); however, there is not a CEA map online with DEC at <https://www.dec.ny.gov/permits/6184.html>
- 2) Reason(s) why this CEA was reduced in area between the second and fourth revisions of the map are:
  - A. There was not a Map actually contained in the Villag Zoning law in association with §330-11.
  - B. State law at 6 NYCRR 617.14(g) provides for filing of documentation on a Critical Environmental Area (CEA) directly with the New York State Department of Environmental Conservation (DEC); however, there is not a CEA map online with DEC at <https://www.dec.ny.gov/permits/6184.html>
  - C. Given the regulatory framework of the Town, a stated reason why this CEA was reduced in area is there is an interest in focusing the potential area on where there is SEQRA consideration
- 3) This proposed Local Law is focused on the footprint encompassing the former Village of South Nyack. There are not resources allocated for area planning within other parts of the community in conjunction with this initiative. There is concurrent Town-wide planning to update the 2022 Orangetown Comprehensive Plan. As

the legislative body that will consider Comprehensive Plan adoption, the Town Board may use that planning process to determine whether other portions of the Town may be considered for designation as CEA.

- 4) The term noted as incorrectly labeled is changed to “Swimming Pool Structure” within the local law, so that it is corrected. The definition from the former Village Zoning for “Swimming Pool” is also be placed in the local law as applicable to the area within the former Village. While the Town has preliminarily considered undertaking this more complete definition town-wide; the Town does not have resources assigned at this point to make a fuller zoning change. The rationale for an override is, considering there may be zoning changes advanced in conjunction with the new comprehensive plan, this could be a topic to consider for adoption within that future process of updating the whole comprehensive zoning law.
- 5) There rationale for the override is there are many regulations in the existing zoning of the Town of Orangetown which regulate the use of property absent specific regulations applicable within the South Nyack sub-zones. See for instance – existing Town Zoning Article IV ‘Additional Use Regulations’. Not carrying over these regulations streamlines the review of development and it aids and objective to generally regulate properties of similar types uniformly.
- 6) The basis for an override is there are some basic sign standards proposed for establishment and there was consideration for including these specific regulations; yet, it is contemplated that the existing Town general standards in Zoning and in the Town Code would be sufficient.
- 7) The error is acknowledged and there has been changes in the content and codification at this point of the proposed local law.
- 8) There was reconsideration of restoring items identified. It is our recommended determination that in existing Town code s there exists an equivalent regulation of ‘Obstructions to vision at street intersections’ standard, so it is deemed not necessary to restore it. Side yard adjustment for lots providing more than minimum required street frontage is considered to be a difficult to regulate standard, so it was not restored and there will be monitoring of land use performance and regulation and consideration to potentially establish future regulations. The ‘bulk requirements applicable to places of worship’ were put into the proposed local law, at §18.24.
- 9) There was consideration to make the stated change; however, there was a decision not to effectuate it, but use the established framework available within the Town’s existing regulatory framework. The term “Special Permit Granting Authority (SPGA)” was removed from §18.42 and the term ”Board” was used. This was also substituted for that phrase in §18.44.
- 10) The standard for 300 feet of river frontage was added as to §18.4. Special or conditional permit uses, as §18.47 and there is a minimum parking standard that is generally the same as was applicable in the former Village.
- 11) The bed-and-breakfast standard was not carried forward. Understanding is there are not any existing B&B uses; yet, if there were one(s) lawfully established, non-conforming use regulations would be applicable.
- 12) There has been an adjustment in the applicable code standards – see § 18.41 and adjustments in the applicable schedules components (in §3.13, 43 Attachment 19.1 – 19.9).
- 13) Some basic supplemental regulations that were drawn from South Nyack’s former zoning are now provided and are meant to serve until such time as there may be a decision to upgrade these regulations for signs.

- 14) The Code of the Town of Orangetown and general zoning standards will be used for this type of regulation until such time as there may be a decision to upgrade these type standards. It is registered that the dimensional and performance regulations may in the future need upgrades to deal with topics unique to the hamlet, like for loading and aisle widths.
- 15) As noted, the Town is establishing standards for South Nyack which will serve for the foreseeable future. Comprehensive planning is an appropriate process to use for identifying desired zoning changes. There is contemplation underway to define if this will be part of the content recommendations in a plan that will subsequently be presented for adoption and it could be part of potential subsequent zoning amendments.
- 16) A best effort was made to identify the entities to engage in this process any party also was notified of the proceedings through other notification steps, including the publication of the notice of the hearing on this zoning modification.

## **CONCLUSION**

Our understanding is that no comments were made by the Town Planning Board on this proposed local law. Therefore, there are no necessary considerations or responses per Town Zoning Article X, §10.5.

One piece of correspondence was forwarded to Laberge Group on “The History of South Nyack Through the History and Rediscovery of the South Nyack Brook Please Use This Version...”. It is our recommendation that this is valuable background information on this location, but there is not specific commentary in the correspondence on the proposed “Hybrid Zoning”, so we simply register receipt of that information.

We look forward to any further questions of comments. Town staff was supplied with identified adjustments in the Local Law proposal.

*Attachment: General Municipal Law Review (GML 239 L & M) made by the Rockland County Department of Planning in a four page letter dated May 12, 2022 and referenced by the County as O-2442*





# Rockland County

Ed Day, Rockland County Executive

## DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center  
50 Sanatorium Road, Building T  
Pomona, New York 10970  
Phone: (845) 364-3434 Fax: (845) 364-3435

**Douglas J. Schuetz**  
Acting Commissioner

**Helen Kenny Burrows**  
Deputy Commissioner

May 12, 2022

Orangetown Town Board  
26 Orangeburg Road  
Orangeburg, NY 10962

**Tax Data:**

**Re: GENERAL MUNICIPAL LAW REVIEW:** Section 239 L and M

**Map Date:**

**Date Review Received:** 4/15/2022

**Item: TOWN OF ORANGETOWN - ZONING IN SOUTH NYACK (O-2442)**

Local Law to adopt zoning regulations for the Hamlet of South Nyack. Certain provisions of the former Village of South Nyack's Code will also be repealed.  
Hamlet of South Nyack

**Reason for Referral:**

County and State highways and parks; Long Path Hiking Trail; adjacent municipalities

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

***\*Recommend the following modifications***

1 The former Village of South Nyack was split into three Critical Environmental Areas (CEA): Hudson River Area, Run-Off Area, and Mountainous Area. The Hudson River and Mountainous Areas have been included in the new portion of the Orangetown zoning code, however the Run-Off Area was omitted from the zoning amendment and the March 21, 2022 map of the hamlet (revision #4). On April 28, 2022, the Town Attorney sent our department an older map that was dated March 3, 2022 (revision #2) and included the Run-Off CEA. This CEA is shown on the previous map to extend between South Broadway and Route 9W and is unique in that the steep hillsides to the west result in significant water run-off and drainage concerns. The NYS Thruway also runs through this area, making pollution, noise, and traffic additional concerns. It must be stated why the Run-Off CEA was not included, and reconsideration should be made to also include this section of the hamlet. If the CEA is returned to the official map, the Town shall ensure that the Run-Off CEA is also added to Section 10.233(g) of the Town Code, and that all appropriate traits, regulations, and development criteria are included. The Town of Orangetown zoning map shall also be updated to include this CEA as part of the Orangetown Critical Environmental Area.

2 Section 4 of the Local Law describes the proposed western boundary for the Hudson River CEA to be along the eastern side of the centerline of Piermont Avenue. This is also depicted on the March 21, 2022 map. However, in the former Village of South Nyack, the western boundary was along the western side of the centerline of South Broadway. The March 3, 2022 map also reflected the former Village's boundary of the CEA. It must be stated as to why this CEA has been reduced in area between the second and fourth revisions of the map.



**TOWN OF ORANGETOWN - ZONING IN SOUTH NYACK (O-2442)**

3 The Town Board should take this opportunity to determine whether the Hudson River CEA could be modified to include other portions of the Town, particularly the area along the Hudson River between Tallman Mountain State Park and Palisades State Park.

4 Section 18.12 of the Local Law provides definitions for terms that are defined in the South Nyack Zoning Code, but not in the Orangetown Zoning Code. One of these terms is "swimming pool." However, the definition provided is for "swimming pool structure" from the South Nyack Code. The term should be corrected in the amendment. In addition, the Orangetown code only provides a definition for "swimming pool, private." South Nyack included a general definition for a "swimming pool," and further broke it down into "swimming pool, private" and "swimming pool, other." The Town should consider adopting this more complete definition.

5 Section 18.2 of the Local Law imports some of the supplemental use regulations found in Article VI of the South Nyack zoning code. However, only two of the 18 sections have been brought over to the Orangetown Code: "Sale of arts, crafts & antiques; general or professional office" and "Community residence facilities." Some of the other provisions, such as "Business hours of operation" are already regulated within the Town's code and are therefore, not included, and "Swimming pools" has been moved to the section for supplemental bulk regulations. However, others such as "Use of water rights" and "Protection from glare" are not covered in the Orangetown code and regulations for "Parking of commercial vehicles" and "General and professional offices, funeral parlors and sale of arts, crafts and antiques in the RG-OA [now known as SN\_RG-OA] Districts" apply to specific districts that only exist in the hamlet of South Nyack. It must be stated why these sections, as well as the other supplemental use regulations, have not been included in the Local Law, as they are important regulations that should be kept.

6 Section 18.21 regulates the "Sale of arts, crafts & antiques; general or professional office." The South Nyack Code included provisions for signage and hours for the sale of arts, crafts, and antiques, neither of which appear in the Local Law. These additional regulations are important in maintaining the character of the hamlet and should be included in the amendments.

7 Section 18.23 is titled "xx" and does not include any text. This shall be removed.

8 A majority of the supplementary bulk regulations found in Article VII of the South Nyack Zoning Code have been included in Section 18.3 of the Local Law. However, "Obstructions to vision at street intersections," "Bulk requirements applicable to places of worship," and "side yard adjustment for lots providing more than the minimum required street frontage" have not been incorporated in the amendment. Regulations such as the obstructions to vision at street intersections are important in an area like the Hamlet of South Nyack where it may be difficult to see whether there are other vehicles approaching an intersection due to the incline of most streets, particularly given the pedestrian activity in the heart of the hamlet center. The Town should reconsider also adding these important supplementary bulk regulations to the amendments.

9 Article VII of the Orangetown Zoning Code establishes the procedures for conditional uses on approval by the Planning Board. Although the Town grants special permits through the Town Board and Zoning Board of Appeals (ZBA), there is no portion of the zoning code that details the procedures for granting special permits. To that end, the Town shall consider adopting Sections 330-38 through 41 of the South Nyack Code, or a modified version thereof. These sections define the Special Permit Granting Authority (SPGA) and their powers and duties (the SPGA is mentioned in Section 18.42 and 18.44 of the Local Law without being formally established in the Orangetown Code), as well as procedures for granting special permits and requirements applicable to all special permit uses. This will only strengthen Orangetown's Code by explicitly establishing the powers of the Town Board and ZBA as special permit granting authorities, as well as the procedures under which they can grant these permits. Setting these requirements for all special permit uses also holds these uses to a higher scrutiny by the SPGA, similar to Section 8.1 of the Orangetown Zoning Code that includes the general standards for conditional uses.



**TOWN OF ORANGETOWN - ZONING IN SOUTH NYACK (O-2442)**

10 The special or conditional permit uses for the Hamlet of South Nyack, found in Section 18.4 of the Local Law do not include the regulations for private boat or yacht clubs or bed-and-breakfast establishments. However, the Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations indicates private boat or yacht clubs are a special permit use in the SN\_R-12 zoning district. The special permit requirements for this use must therefore be included in Section 18.4.

11 As noted above the special or conditional permit uses do not include bed-and-breakfast establishments. This use also does not appear on the Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations, but was permitted in several zoning districts in the former Village. If this was an oversight, it must be added back to the Table, and the special permit regulations for the use added to Section 18.4. If bed-and-breakfasts are no longer permitted in the new hamlet, it must be stated whether any existing establishments will be permitted to operate as a non-conforming use.

12 The Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations lists private schools and private educational campuses as separate uses. Private schools are a special permit use granted by the Zoning Board of Appeals and are subject to the requirements of Section 18.41. Private educational campuses are special permit uses granted by the Town Board, but are not subject to specific special permit requirements. The former Village of South Nyack Zoning Code previously included special permit requirements for these campuses, but has since repealed them. The Town shall continue to require a special permit for private educational campuses, and should consider establishing special permit standards specific to this use.

13 Orangetown regulates signage through Chapter 31C of the Town Code, as well as for individual zoning districts in Column 5 of the Table of General Use Regulations. Article IX of the South Nyack Zoning Code regulated signs in the former Village, and has not been brought over in the Local Law. The Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations also does not include regulations for signage in the new hamlet. Article IX from the South Nyack Zoning Code must be included in the Orangetown Code to regulate signs in the new zoning districts established for the Hamlet of South Nyack, or Chapter 31C of the Orangetown Town Code must be amended to include such.

14 Article X of the South Nyack Zoning Code regulated off-street parking and loading facilities and driveways. This was not included in the Local Law since the Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations established parking requirements for each use in the new hamlet and Article VI of the Orangetown zoning code currently includes provisions for off-street parking and loading. The remainder of Article X of the South Nyack Zoning Code also provides differing regulations from Article VI of Orangetown's zoning code. The Town Board must determine whether all or some of these different requirements should remain in place for the Hamlet of South Nyack.

15 Included on the bulk table for South Nyack is the lot coverage standard. This standard has been kept for the Hamlet on the Table of Hamlet of South Nyack General Use, Bulk & Parking Regulations. Lot coverage is an important regulation since it limits the amount of impervious surface on a site, thereby preserving (or establishing) greenspace and reducing run-off. The Town currently does not have a lot coverage standard. This must remain in place in the Hamlet of South Nyack in the future. In addition, the Town should use this opportunity to establish a lot coverage standard for the existing zoning districts throughout the Town. Now is an ideal time to develop this standard as the Town of Orangetown is currently undergoing an update to the Comprehensive Plan.

16 Resolution No. 180 provides a listing of interested or involved agencies for the adoption of the proposed zoning regulation. This list must be expanded to include the following agencies, since facilities under their jurisdictions are either within the Hamlet of South Nyack or within 500 feet of its boundary: New York State Department of Environmental Conservation; New York State Department of Transportation; New York State Thruway Authority; New York-New Jersey Trail Conference; Palisades Interstate Park Commission; and Rockland County Division of Environmental Resources. In addition, the Referral Agencies listed on the Referral Form for General Municipal Law (GML) Reviews should be expanded to include the above listed agencies.

17 The following additional comments are offered strictly as observations and are not part of our General Municipal Law (GML) review. The board may have already addressed these points or may disregard them without any formal vote under the GML process:



**TOWN OF ORANGETOWN - ZONING IN SOUTH NYACK (O-2442)**

17.1 The Lead Agency Coordination Letter from the Town of Orangetown, dated April 15, 2022, states that the Town Board has determined that the amendment to Chapter 43 by adding Article XVIII for zoning in the Hamlet of South Nyack is an "Unlisted" action under the State Environmental Quality Review Act (SEQRA). However, Resolution 180 states that the proposed action was determined to be a "Type I" action. Section 617.4(b)(1) of the SEQRA regulations indicates that the initial adoption of a municipality's comprehensive zoning regulations is one of the criteria for a Type I action. Therefore, it seems that the adoption of the zoning regulations for this new section of the Town of Orangetown would meet this criterion. All information must be consistent. The Town must amend the appropriate document to cite the correct SEQRA action.

17.2 Resolution No. 180 lists the involved and interested agencies in the review process for the amendment of the Town's zoning ordinance. The Town of Ramapo is listed as one of the municipalities. It is not clear why this municipality is listed since it does not abut, nor is within 500 feet of, any portion of the Town of Orangetown or the Hamlet of South Nyack.

17.3 The Referral Form for the GML Review indicates that the lot acreage for the application is 0.46 acres. It is unclear as to what this is referencing since a new Article is being amended to Chapter 43, which includes the Hamlet of South Nyack in its entirety. This must be corrected.

  
 \_\_\_\_\_  
 Douglas J. Schuetz  
 Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown  
 New York - New Jersey Trail Conference  
 New York State Department of Environmental Conservation  
 New York State Department of Transportation  
 New York State Thruway Authority  
 Palisades Interstate Park Commission  
 Rockland County Department of Health  
 Rockland County Division of Environmental Resources  
 Rockland County Highway Department  
 Town of Clarkstown  
 Villages of Chestnut Ridge, Nyack, &  
 Grand View-on-Hudson

*"NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings. The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.*

*In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.*

*Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.*

*Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.*

**RESOLUTION NO. \_\_\_\_**

**FIRST AMENDMENT TO PCS SITE  
AGREEMENT WITH SPRINT  
SPECTRUM (T-MOBILE) FOR  
NEW / REPLACEMENT  
ANTENNAE AND EQUIPMENT AT  
HIGHWAY DEPARTMENT  
WIRELESS / CELL TOWER, 119  
ROUTE 303, ORANGEBURG**

Supervisor Kenny offered the following resolution, which was seconded by Councilman \_\_\_\_\_, and was unanimously adopted.

RESOLVED, that the Town Board hereby (i) approves the “First Amendment to PCS Site Agreement” (of 12/15/1997) between the Town of Orangetown and Sprint Spectrum (now known as T-Mobile), so as to add new, and to replace existing, antennae and equipment at the Highway Department wireless communications/cell tower at 119 Route 303, Orangeburg, which First Amendment to PCS Site Agreement provides for an additional \$750.00 rent per month to be added to the current rent of \$2,439.36 per month, with annual increases of 3%, which lease/license agreement, as amended herein, shall automatically be renewed for four optional renewal terms of five years each (totaling 20 optional years), commencing on December 15, 2022; and (ii) authorizes the Supervisor to execute said First Amendment to PCS Site Agreement.

**Agreement between the Town of Orangetown and New York City Football Club**  
**For use of Field Space at the Orangetown Soccer Complex**

The Town of Orangetown (Town), as the owner of the Orangetown Soccer Complex located at 175 Old Orangeburg Road, Orangeburg, New York, 10962 hereby grants permission to New York City Football Club, LLC (NYCFC) a New York corporation having offices at \_600 Third Avenue, 30<sup>th</sup> Floor, New York, NY 1016, for soccer training purposes under the terms and conditions set forth in this agreement (“Agreement”).

1. The Town of Orangetown grants access to the NYCFC to one (1) Playing Field (defined below) at the Orangetown Soccer Complex beginning on February 1, 2022 and ending on November 15, 2022 (“Term”) for soccer training purposes only. No competitive matches against other teams shall be permitted except for scrimmage “Training Games” scheduled by NYCFC from time to time during the Term. For the purposes of this agreement “Training Games” shall mean friendly, unofficial training scrimmages played with (i) only NYCFC players; or (ii) NYCFC players and players from third-party teams. Field use will be permitted only between the hours of 11 a.m. to 1 p.m., Monday through Friday. NYCFC shall have access to the Clubhouse restroom facilities during these time periods. The playing field granted to NYCFC pursuant to the terms of this section shall be the field labeled as “Daily Field” in the map attached hereto as Exhibit A (“Playing Field”).

2. NYCFC is aware of and hereby acknowledges that there is an Agreement dated as of February 9, 2016 between the Town of Orangetown and the Orangetown Metro Sports Club (OMSC) (Formerly known as OMM) for use of the Town facilities. It is understood that the use of a playing field under this agreement will not interfere with field use scheduled by OMSC, or by the Town of Orangetown Parks and Recreation Department for resident recreation activities. Notwithstanding anything to the contrary herein, at all times Town of Orangetown youth sports programs and community activities will be given priority with regard to field use and scheduling as determined by the Town of Orangetown. NYCFC shall work directly with the Town and OMSC for any necessary scheduling adjustment during the Term. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that NYCFC shall have access to the Playing Field Monday through Friday from 11am to 1PM throughout the Term, or some other continuous two (2) hour period on such days a determined by NYCFC and Town or OMSC, as applicable, in good faith discussions. In no event will NYCFC be denied access to the Playing Field for less than a continue two (2) hour period between the hours of 9am and 5pm Monday through Friday during the Term.

3. NYCFC shall indemnify and hold harmless the Town, its officers, agents, and employees or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of NYCFC, its officers, agents, and employees, or any of them, as a result of its use of the field under the terms of this Agreement.

4. NYCFC shall secure and maintain commercial general liability insurance for the entire term of this Agreement to cover all NYCFC uses of the site and related uses. Said insurance shall be in the amount of not less than Two Million dollars (\$2,000,000) per occurrence bodily injury/property damage and Three Million dollars (\$3,000,000.00) aggregate. The Town shall be named additional insured for said policy or

policies, and such policies shall provide for notice by the insurance company to the Town of any termination or cancellation of a policy at least thirty (30) days in advance.

5. Due to the nature of the request and use of the Playing Field for training purposes by NYCFC as detailed in this Agreement, notwithstanding anything to the contrary regarding field use fees as set by the Town of Orangetown, NYCFC will pay a fee to the Town in the amount of \$30,000.00 ("Fee") for the use of the field in accordance with the terms of this Agreement, as per the payment schedule below:

|                     |             |
|---------------------|-------------|
| May 30, 2022:       | \$6,000.00  |
| July 8, 2022:       | \$12,000.00 |
| September 30, 2022: | \$6,000.00  |
| November 16, 2022:  | \$6,000.00  |

6. The Town may cancel this Agreement and permission for NYCFC to use the field at any time, upon fifteen (15) days' written notice to NYCFC, for any reason. Upon cancellation of this Agreement, Town shall provide NYCFC with a pro-rata refund of any of the Fee paid by NYCFC prior to such cancellation.

Dated: June \_\_\_\_, 2022

Orangeburg, NY

---

New York City Football Club, LLC  
Jennifer O'Sullivan  
Chief Operating Officer

---

Supervisor, Town of Orangetown  
Town Board Resolution 2022-\_\_\_\_

Acknowledged by:

---

Orangetown Metro Sports Club, Inc.

**Exhibit A**

World Class Map





**TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM**

DATE: June 21, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(M F)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

---

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

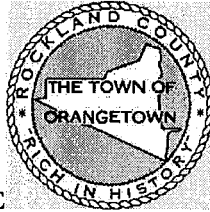
Mouacdie Excavating Corp.  
175 Rte 9W, Suite #6  
Congers, NY 10920  
Tel.: 845-406-5358

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for June 28, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.





TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: June 21, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(MF)

RE: Certificate of Plumbing Registration (Sewer Work) 2022

---

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

S.H.F. Corporation  
23 Briarwood Drive  
New City, NY 10956  
Tel.: 845-629-2353

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for June 28, 2022.

Should you have any questions, please do not hesitate to contact this Office.

encl.



## LifePak CR2 AEDs

Quote Number: 10359547

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: Orangetown Police Dept

Rep: Bryson Carl

Attn:

Email: bryson.carl@stryker.com

Phone Number: (505) 400-1561

Quote Date: 04/26/2022

Expiration Date: 10/31/2021

### Delivery Address

Name: Orangetown Police Dept

Account #:

Address: 26 W Orangeburg Rd

Orangeburg

New York 20962

### End User - Shipping - Billing

Name: Orangetown Police Dept

Account #:

Address: 26 W Orangeburg Rd

Orangeburg

New York 20962

### Bill To Account

Name: Orangetown Police Dept

Account #:

Address: 26 W Orangeburg Rd

Orangeburg

New York 20962

### Equipment Products:

| #                | Product      | Description   | Qty | Sell Price | Total       |
|------------------|--------------|---|-----|------------|-------------|
| 1.0              | 99512-001261 | LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions | 27  | \$1,946.25 | \$52,548.75 |
| 2.0              | 99512-001262 | LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, handle, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions        | 3   | \$1,886.25 | \$5,658.75  |
| 3.0              | 11996-000443 | AED Wall Cabinet, Rotaid Plus, with Alarm, Red  | 3   | \$288.00   | \$864.00    |
| 4.0              | 11101-000021 | QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2   | 70  | \$131.75   | \$9,222.50  |
| 5.0              | 11250-000162 | LIFEPAK CR2 Trainer - provides realistic training in the use of the LIFEPAK CR2 defibrillator, including sending email messages of product open/pads placed, English. Includes instructions.  | 1   | \$589.90   | \$589.90    |
| Equipment Total: |              |   |     |            | \$68,883.90 |

### Trade In Credit:

| Product       | Description   | Qty | Credit Ea. | Total Credit |
|---------------|---|-----|------------|--------------|
| TR-PFRX-LPCR2 | TRADE-IN-PHILIPS HEARTSTART FRX TOWARDS PURCHASE OF LIFEPAK CR2 | 15  | -\$250.00  | -\$3,750.00  |

### ProCare Products:



**LifePak CR2 AEDs**

Quote Number: 10359547

Version: 1

Prepared For: Orangetown Police Dept

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Bryson Carl

Email: bryson.carl@stryker.com

Phone Number: (505) 400-1561

Quote Date: 04/26/2022

Expiration Date: 10/31/2021

| #              | Product  | Description                       | Years | Qty | Sell Price | Total    |
|----------------|----------|-----------------------------------|-------|-----|------------|----------|
| 6.0            | 78000458 | LIFELINKcentral Pro License, 8 Yr | 1     | 1   | \$609.90   | \$609.90 |
| ProCare Total: |          |                                   |       |     |            | \$609.90 |

**Price Totals:**

|                               |                    |
|-------------------------------|--------------------|
| Estimated Sales Tax (0.000%): | \$0.00             |
| Freight/Shipping:             | \$0.00             |
| <b>Grand Total:</b>           | <b>\$65,743.80</b> |

**Comments:**

SAVVIK Award # 2018-11  
 NASPO Contract # OK-SW-300  
 NYS OGS Pricing

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



## **AGREEMENT**

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the “Principal Procurement Agency”), Public Safety Association Inc (the “Company”) and Stryker Sales, LLC, (the “Supplier”).

### RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 (“RFB”), soliciting bids for the supply and support of Medical Equipment.
- B. Supplier duly submitted proposal in response to the RFB (“RFB Response”), which outlines Supplier’s agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties’ agreement.

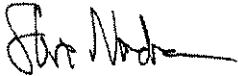
### AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled “Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales, LLC” attached hereto (together, all such documents shall be referred to herein as the “**Contract Documents**”), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier’s provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire November 8, 2024.

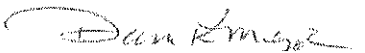
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District  
dba, Eagle County Paramedic Services  
(the "Principal Procurement Agency")

By: 

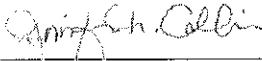
Printed Name: Steve Vardaman  
Its: Operations Manager

Public Safety Association Inc  
(the "Company")

By: 

Printed: Dane Meyer  
Its: President

Stryker Sales, LLC  
(the "Supplier")

By:  \_\_\_\_\_

Printed Name: Jennifer N. Collins

Its: Manager, Strategic Pricing & Contracts

## Michael Yannazzone jr

---

**From:** Carl, Bryson <bryson.carl@stryker.com>  
**Sent:** Thursday, May 5, 2022 10:53 AM  
**To:** Michael Yannazzone jr  
**Subject:** ARP Funding Justification for AEDs  
**Attachments:** We found suspicious links; American Rescue Plan Act - AEDs Customer Letter.pdf

Mike,

Just wanted to send some extra info your way for the Chiefs meeting next week. Customers have used this info to make sure their towns can justify using ARP funding for equipment...The most beneficial is the below note and attached SLFRF document...

**1. Department of Treasury FINAL RULE**

1. Provides overall guidelines on how ARP funding can be used/spent
2. Pages 60-61 (Eligible Capital Expenditures)
  1. ***“Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment;”***
  2. This is the best document to use to provide purchasing with the peace of mind knowing these are justified purchases with this money.

Best,

**Bryson Carl**

**Account Manager**

**Stryker**

Medical - Emergency Care  
Southeast, New York

C 505 400 1561

[bryson.carl@stryker.com](mailto:bryson.carl@stryker.com)

<https://ems.stryker.com/en>

Follow this link to read our [Privacy Statement](#)





**EAGLE COUNTY HEALTH SERVICE DISTRICT – COOPERATIVE PURCHASING AGREEMENT**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Agency Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Public Safety Association Inc Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please return to help@savvik.org or fax back to 320.295.7098**



June 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)



April 2021

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's LIFEPAK® CR2 defibrillator, LIFEPAK 1000 defibrillator and HeartSine® Connected AEDs.

These devices are designed with your organization in mind, ensuring ease of use, durability and advanced CPR technology. AEDs are an important tool to have when treating out-of-hospital sudden cardiac arrests.

Some key benefits of these devices that are applicable to the COVID-19 pandemic include:

- Remote monitoring capabilities: Since many organizations are working remotely and not in the facility where their AEDs are deployed, remote monitoring is particularly valuable during the COVID-19 pandemic (applicable for connected devices with LIFELINKcentral™ AED Program Manager only).
- Readiness for essential businesses: All Stryker AEDs perform regular self-tests and connected AEDs use the power of Wi-Fi® to provide readiness information.
- ECG monitoring (only applicable to LIFEPAK 1000 with optional 3-lead ECG monitoring): In addition, there is some early indication that COVID-19 patients may be at increased risk for myocardial injury due to the viral impact on cardiac function, especially in those with known heart disease.<sup>1</sup>

Please visit [strykeremergencycare.com](http://strykeremergencycare.com) for more information on the LIFEPAK CR2, LIFEPAK 1000 and HeartSine AEDs.

Sincerely,

Chris Walsh  
Director of Marketing

1. Bonow, RO, Fonarow, GC, O'Gara, PT, & Yancy, CW. Association of coronavirus disease 2019 (COVID-19) with myocardial injury and mortality. *JAMA Cardiology*. 2020;5(7):751-753. doi:10.1001/jamacardio.2020.1105.

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, HeartSine, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Rd. NE, Redmond, WA 98052 | Toll free +1 800 442 1142 | [stryker.com](http://stryker.com)



**Eagle County Health Service District, dba Eagle County Paramedic Services  
Public Safety Association Inc.**

**North Central EMS Corporation, dba Savvik Buying Group**

**56 33<sup>rd</sup> Ave S, PMB 344, St. Cloud, MN 56301**

**888-603-4426 • 320-295-7098 (fax)**

**[office@savvik.org](mailto:office@savvik.org)**

**[www.savvik.org](http://www.savvik.org)**

**[www.publicsafetyassociation.org](http://www.publicsafetyassociation.org)**

To Whom It May Concern:

The Public Safety Association Inc. a Minnesota non-profit corporation based in St. Cloud, Minnesota. PSAI's mission is to provide a mechanism to achieve cost reductions for its members, which currently includes over 12,000 EMS agencies in 50 states and several provinces. In collaboration with our lead public bidding agency, Eagle County Health Service District, PSAI creates specifications for public safety products and supplies, which Eagle County Health Service District uses to bid and write cooperative contracts. These cooperative contracts are marketed exclusively through the Savvik Buying Group nationwide. Members of PSAI and Savvik Buying Group are eligible to access these cooperative contracts.

Generally, Minnesota law allows PSAI and Savvik Buying Group municipal members to purchase products and services through PSAI cooperative contracts only if PSAI complies with competitive bidding procedures when awarding those contracts. *See* Minn. Stat. §471.345, subd. 10. It also allows PSAI to award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts. Accordingly, to serve both the PSAI and Savvik Buying Group municipal members, PSAI follows Minnesota competitive bidding requirements found in Minnesota Statutes, Sections 412.311 and 471.345.

Specifically, this process includes:

1. At least 10 days before a bid submission deadline, PSAI advertises the request for bids
  - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the PSAI office on a specific date and time selected by PSAI in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by PSAI executive staff and Eagle County staff.
4. A committee of Eagle County staff and PSAI executive staff reviews the bids and selects the lowest responsible and responsive bids for awards. PSAI strives to provide its members with quality products and services at the industry's best prices.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI or Savvik Buying Group office.



***Chestnut Ridge Transportation, Inc.***

March 15, 2022

Town of Orangetown, Town Hall  
Mr. Aric Gorton  
Director Parks, Recreation & Buildings  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Mr. Gorton,

Chestnut Ridge Transportation, Inc. is willing to extend our current contract with the Town of Orangetown for the 2022 Summer Camp at the same terms and conditions in effect under the "Awarded Contract – Parks, Recreation & Buildings 2021 Summer Camp Bus Transportation".

We believe that seeking this extension is appropriate as per item 36 on page IB-9 in said contract. Please respond with any documents that need to be executed to complete the extension of contract.

We look forward to providing the Town of Orangetown with safe, reliable and efficient transportation this summer.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy E. Flood".

Timothy E. Flood  
Executive Vice President

33. All contractors actually undertaking the work contracted for shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorneys' fees, and damages (actual, consequential or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claim, suit, action or dispute involving wages paid to all subcontractors or other persons employed by any contractor employed by the Town of Orangetown.
34. No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and executed by the Town Supervisor of the Town of Orangetown.
35. It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution. This is subject to appropriations approved by the Town Board.
36. The Town of Orangetown, through a Town Board Resolution reserves the right to extend the Contract for one (1) year or multiple years, under the same terms and conditions, providing all parties concerned are in agreement, and all insurance policies remain in effect.

**TOWN OF ORANGETOWN**  
**DEPARTMENT OF PARKS, RECREATION AND BUILDINGS**

**CONTRACT DOCUMENTS**  
**FOR**  
**2021 BUS TRANSPORTATION**  
**FOR THE**  
**ORANGETOWN SUMMER DAY/TEEN CAMP**

**MARCH, 2021**

**ARIC T. GORTON, DIRECTOR**  
**DEPARTMENT OF PARKS, RECREATION AND BUILDINGS**

## NOTICE TO BIDDERS

**SEALED BIDS WILL BE RECEIVED** by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until **10:30 A.M.** on **APRIL 15, 2021**, and publicly opened and read aloud at **11:00 A.M.** on that day for furnishing **BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP**, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Director of Parks, Recreation and Buildings, will submit a report of all bids received and his recommendations concerning the awarding of a contract at a meeting of the Town Board on **APRIL 26, 2021**.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

Each proposal must be accompanied by a certified check of the bidder or by a **bid bond** satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, a surety company approved by the Town of Orangetown in the amount of **five percent (5%)**. Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance.

It is understood that the Contractor shall be required to post a **Performance Bond** acceptable to the Town Attorney by a bonding company acceptable to the Town in the amount of **one hundred percent (100%)** of the contract price, and assuring full performance.



The successful bidder upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after it has received notice of the acceptance of the proposal; shall forfeit to the Town of Orangetown and as liquidated damage for such failure or refusal, the security deposited with this proposal.

Attorneys in Fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said Bonds.

No proposals will be accepted by facsimile.

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards.

By order of the Town Board of the Town of Orangetown.

ARIC T. GORTON  
DIRECTOR

ROSANNA SFRAGA  
TOWN CLERK

DATED: **March 30, 2021**

## INFORMATION TO BIDDERS

### 1. Receipt and Opening of Proposals

The Town of Orangetown, Rockland County, New York, herein-called the "Owner", invites proposals on the forms attached hereto, all blanks on which must be filled in appropriately. Proposals shall be received by the Owner at Town Hall, No. 26 Orangeburg Road, Orangeburg, New York, until 10:30 A.M. on **April 15, 2021**, and will be publicly opened and read aloud at **11:00 A.M.** on that day. The envelopes containing the proposals must be sealed, addressed to the Town Clerk, Town of Orangetown, No. 26 Orangeburg Road, Orangeburg, New York, and to be designated as **BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR THE 2021 SEASON.**

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities in, or reject any and all proposals. Any proposals may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. Each proposal must be accompanied by a certified check of the bidder or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, a surety company approved by the Town of Orangetown in an amount of **five percent (5%)**. Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance certificates.

### 2. Preparation of Proposal

Proposals must be submitted on the prescribed form.

All proposals must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed as specified in the Proposal Form, preferably by certified mail.)

### 3. Description of Work

Contract shall include **PROVIDING BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP** as specified, by the **TOWN OF ORANGETOWN**. The work shall consist of furnishing all labor, materials, tools and equipment for **Providing Bus Transportation for the Orangetown Summer Day/Teen Camp** complete, in accordance with the Drawings and Specifications.

### 4. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the qualifications of the contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

### 5. Security Accompanying Proposal

Each proposal must be accompanied by the certified check of the bidder, or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, and having surety thereon, a surety company approved by the Town of Orangetown, in an amount of **five percent (5%)**. Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town of Orangetown. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and has furnished the required performance bond and insurance certificates. If all bids are rejected the bid securities will be returned at the time of rejection. In the event no contract has been duly executed within forty-five (45) days after the date of opening of bids, the security accompanying his proposal will be returned to the bidder, upon demand, unless he has been notified by the Town of Orangetown of the acceptance of his bid.

### 6. Consent of Surety

In addition to the check or bid bond security, each bid must be accompanied by a bid letter from a surety company agreeing in event of the award of the Contract, that the contractor shall be required to post a **performance bond acceptable to the Town Attorney** by a bonding company acceptable to the Town in an amount equal to one hundred percent (100%) of the cost of the contract and assuring full performance.

7. **Liquidated Damages for Failure to Enter Into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract, bond and insurance certificates required within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the Town of Orangetown, as liquidated damages for such failure or refusal, the security deposited with his proposal.

8. **Contractor's Bonds**

Simultaneously with the execution of this Contract, the Contractor shall furnish a performance bond, or other acceptable security, with surety thereon authorized to transact business in the State of New York, satisfactory to the Engineer and/or Director of Parks, Recreation and Buildings, and the Town Attorney, in the amount of **one hundred percent (100%) of the Contract Price**, and to cover all change orders, extra and additions to the Contract, and which bond shall also guarantee payment of all subcontractors and suppliers of labor, materials and equipment. Said bond shall include a provision for maintenance as set forth in the Agreement and in the paragraph entitled "Maintenance Bond" in the General Provisions of the Specifications.

9. **Condition Work**

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions set forth in his proposal. Insofar as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruptions or interference with the routine operations of Owner's personnel.

Bidders are notified that it is obligatory upon them to obtain by their own means, information which they may require as to existing physical conditions. Each bidder in bidding, represents that he relies exclusively upon his own investigations and he make his bid with a full knowledge of all conditions, and kind, quality, and quantity of work required.

10. **Information Not Guaranteed**

All information given on the Drawings, or in the Contract Documents, relative to test holes, materials encountered, ground water, subsurface conditions, etc. is from the best sources at present available to the Owner.

It is understood and agreed that the Owner does not warrant or guarantee the materials, groundwater, or subsurface conditions encountered during the construction will be the same as those indicated by the information given on the Drawings. The bidder must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done.

It is understood and agreed that the bidder or the contractor will not use any of the information made available to him, or obtained by any examination made by him, in any manner, as a basis or ground of claim or demand of any nature against the Owner or Owner's personnel, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures and appurtenances encountered during the construction.

11. Operations Maintained

It is essential to the public safety that the operations of the **TOWN OF ORANGETOWN AND THE ORANGETOWN SUMMER DAY/TEEN CAMP** be maintained. No interruptions of operations will be permitted and only such changes in the normal operating procedures as are approved by the Owner will be permitted. The Contractor will be required to work in closed cooperation and coordination with the Owner and its duly authorized agents to assure a minimum of changes in the normal operating procedures and a minimum of nuisances result from his operations.

The Contractor in his schedule of operations (construction program is required under the contract documents) shall indicate the procedures by which he proposes to maintain the existing facilities in operation during the project at the **ORANGETOWN SUMMER DAY/TEEN CAMP**. Special consideration must be given by the contractor to the use of equipment and to the placing of equipment and materials so that the **TOWN OF ORANGETOWN /ORANGETOWN DAY/TEEN CAMP** operations will be maintained. Any damages occurring to the existing facilities shall be repaired immediately by the contractor at his expense.

Where there is a conflict between necessary Town operations and the contractor's construction procedures, the **ORANGETOWN DAY/TEEN CAMP** operations shall have precedent. The contractor shall not be entitled to any extra payment or claims for damages as a result of interference to his work caused by Town operations.

In order to maintain the existing facilities in operation with a minimum of interference, it will be necessary for the contractor's operations to be carefully scheduled and coordinated with the work of any other contractor or work being performed by the Town.

12. Utilization of Structure and Equipment by Owner

It is the plan of the Owner to utilize the structure and equipment constructed under the contract *during July 5th - August 13<sup>th</sup>, 2021*. In the event that the Owner elects to commence operations at the **TOWN OF ORANGETOWN / ORANGETOWN SUMMER DAY/TEEN CAMP** prior to completion of the contractor's work, the contractor shall cooperate fully with the Owner in its operation of the structure and equipment, and shall schedule his construction to avoid interference with such operation. The contractor shall not be entitled to any extra payment or claim for damages as a result of the delay in his construction resulting from the operation of the structure and equipment by the Owner.

13. Construction Methods

The contractor shall use all necessary construction methods, including wellpoints where suitable, to complete the work. In addition the contractor shall use all necessary means, including sheeting, bracing, soil stabilization or other methods, to prevent settlement or the damage of adjacent structures and shall be completely responsible for any such settlement and or damages resulting from the same.

14. Obligation of Bidder

At the time of the opening of proposals, each bidder will be presumed to have inspected the site of the proposed work, and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligation in respect to his proposal.

15. Addenda and Interpretations

No interpretation of the meaning of the specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Town of Orangetown, Department of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York, 10962, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of proposals.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents, which if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his proposal submitted. All addenda so issued shall become part of the Contract Documents.

16. **Security for Faithful Performance**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond, or other acceptable security, in the amount of **one hundred percent (100%) of the Contract Price**, as security for faithful performance of this contract and for the payment of persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety bond shall include a provision for maintenance as set forth in the agreement.

17. **Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

18. **Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State and Municipal Laws and rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they are deemed to be included herein the same as though herein written out in full.

19. **Lowest Qualified Bidders and Award of Work**

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards. An award will be made to the lowest qualified bidder, except that the Owner reserves the right to waive any informalities in and reject any or all proposals, or to make an award to other than the low bidder or to advertise for new proposals, if it be deemed to be in the best interest of the Town of Orangetown to do so.

20. **Intent of Contract Documents**

The intent of the Contract Documents is to obtain a complete job, satisfactory to the Engineer and/or Director of Parks, Recreation and Buildings. It shall be understood that the bidder has satisfied himself as to the full requirements of the Contract, and has based his proposal upon such understanding. Compensation for all work and materials required to complete the contract shall be considered included in the lump sum price bid in the proposal.

21. **Irregular Proposals**

Proposals may be rejected if they show any omission, alteration of form; additions not called for, conditional or alternate bids, or irregularities of any kind.

22. **Insurance Certificates**

The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances required by these Contract Documents.

23. **Sales Tax Exemption**

The Owner is exempt of payment of sales tax and compensating use taxes under Section 1116 of Chapter 93 of the Laws of New York 1965, Article 28 of the Tax Law.

24. **Time for Completion**

The attention of the bidder is directed to the agreement and to the paragraph entitled "Time of Completion" in the General Conditions, bound with and forming part of the Contract Documents.

25. **Damages**

Damages may be assessed against the Contractor in accordance with the provisions of the Agreement, including liquidated damages, for each calendar day of delay in the completion of work not excusable as provided in the Contract Documents.

26. **Wage Schedule**

Attention is called to the fact that no less than the minimum salaries and wages as set forth by the State of New York, Department of Labor's Prevailing Wage Rate Schedule must be paid on this project.

27. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orangetown and any attempts to sign the Contract without the Town's written consent is null and void.



28. The Town of Orangetown shall have no liability under this Contract to the Contractor or anyone else beyond the funds appropriated and available for the Contract. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
29. The Town shall have all of its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set off monies due to the Contractor with Town. The Contractor shall establish and maintain complete and accurate books; records, documents, accounts and other evidence directly pertinent to performance under this Contract hereinafter collectively called "the records". The records must be kept for the balance of the calendar in which they were made and or six (6) additional years thereafter.
30. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or personal property must include the payee's identification number.
31. In addition to the methods of service allowed by the New York Civil Practice Law and Rules, the Contractor hereby consents to services or process upon it by certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The each and every change of address to which service or process can be made.  
  
Service by the Town to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.
32. Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

33. All contractors actually undertaking the work contracted for shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorneys' fees, and damages (actual, consequential or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claim, suit, action or dispute involving wages paid to all subcontractors or other persons employed by any contractor employed by the Town of Orangetown.
34. No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and executed by the Town Supervisor of the Town of Orangetown.
35. It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution. This is subject to appropriations approved by the Town Board.
36. The Town of Orangetown, through a Town Board Resolution reserves the right to extend the Contract for one (1) year or multiple years, under the same terms and conditions, providing all parties concerned are in agreement, and all insurance policies remain in effect.

PROPOSAL

**FOR: PROVIDING BUS TRANSPORTATION FOR THE ORANGETOWN  
SUMMER DAY/TEEN CAMP FOR THE 2021 SEASON**

**TO: TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL  
NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962**

Pursuant to and in accordance with your advertisement for bids, dated **March 30, 2021**, and the Contract Documents relating thereto, the undersigned hereby offers to furnish all things necessary or proper for, and incidental to the construction of the work for which he is submitting a proposal as described above, complete, in place, tested and ready for use, together with all appurtenances and appurtenant work, for the price set forth in the following schedule, and as required by, and in strict accordance with the plans, specifications, and other Contract Documents therefore, including all addenda issued by the Owner and mailed to the undersigned, prior to the opening of bids, whether received by the undersigned or not.

The undersigned proposes to provide **BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR THE 2021 SEASON, FOR THE DEPARTMENT OF RECREATION AND PARKS, 81 HUNT ROAD, ORANGEBURG, ROCKLAND COUNTY, NEW YORK**, according to the Specifications and directions of the Director of Parks, Recreation and Buildings. It is also understood that the Contractor shall furnish all labor, equipment, materials and services, and shall include all items of cost, overhead and profit to perform and complete all work for the following price(s). In the event of a discrepancy, the amount shown in words shall govern:

*Providing All-Day Bus Transportation, beginning July 5<sup>th</sup> -August 13<sup>th</sup>, 2021.*

Provide bus transportation between bus pickup points and the German Masonic Picnicgrounds (schedule to be provided by the Town of Orangetown) during morning and afternoon schedules. In addition, buses remain at the site throughout the day from 8:45 AM until departure at 4:15 PM. (2-4 Buses)

**PRICE PER BUS:**

\$ \$465.00 per bus/per day

**Provide Morning and Afternoon Bus Service at the Day Camp (2-4 Buses)**

PRICE PER BUS: \$ \$329.00 per day/per bus

**Provide Afternoon Bus Service for Teen Camp (1-2 Bus)**

PRICE PER BUS: \$ \$45.00 per bus/per day

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

Each proposal must be accompanied by a certified check of the bidder or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, a surety company approved by the Town of Orangetown in the amount of **five percent (5%)** of the bid.

All bids will be honored for one (1) year from the date of the Agreement.

Providing of materials, equipment and labor shall be completed according to schedule in the specifications.

No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown pursuant to Town Board Resolution.

Prices for **PROVIDING BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR THE 2021 SEASON**, shall include providing all equipment and labor necessary to complete the project, as described in the specifications.

It is understood that the contractor shall be required to post a **Performance Bond** acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount of **one hundred percent (100%) of the contract price**, and assuring full performance.

The Non-collusion Statement attached hereto forms a part of this bid.

This Bid includes Addenda No. N/A. (To be filled in by Bidder if Addenda are issued).

This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orangetown and any attempts to sign the Contract without the Town's written consent is null and void.

The Town of Orangetown shall have no liability under this Contract to the Contractor or anyone else beyond the funds appropriated and available for the Contract. This Contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.

The Town shall have all its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the Town's option to withhold for the purpose of set off monies due to the Contractor with the Town. The contractor shall establish and must maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to the performance under this contract, hereinafter collectively called the records. The records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or personal property must include the payee's identification number.

In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the Contractor hereby consents to services or process upon it by certified mail, return receipt requested.

Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The each and every change of address to which service or process can be made, service by the Town to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

Contractor warrants and represents that all employees and independent contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

All contractor actually undertaking the work contracted for shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorneys' fees, and damages (actual, consequential or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claim, suit, action or dispute involving wages paid to all subcontractors or other persons employed by any contractor employed by the Town of Orangetown.

#### Time of Completion

The undersigned agrees to commence work at the site on the date ordered by the Owner, in conformance with the requirements of the Contract Documents, and further agrees to complete the work under the Contract as specified in the Agreement, and in the paragraph entitled, "Time of Completion" in the General Provisions of the Specifications, bound with and forming part of the Contract Documents.

As delay beyond the agreed date of completion is detrimental to the Owner, the undersigned agrees to pay the Owner liquidated damages in the amounts set forth in the Agreement, and further agrees that no payments will be made after such agreed date of completion, until the final completion of the work.

Acceptance of Award

If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the date of opening of proposals, or any time thereafter before the proposal is withdrawn, the undersigned will, within ten (10) calendar days after the date of mailing,

telegraphing, or delivering of such notice of acceptance, execute and deliver a Contract in the form included in the Contract Documents, and will simultaneously deliver the required performance bond, the Labor and Material Payment Bond, and Maintenance Bond and insurance certificates.

Bidder's Representations

The undersigned bidder hereby represents as follows:

(a) By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid, each party thereto certified as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening; directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in

detail the reasons therefor. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Owner to which the bid made, or his designee, determine that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder

- (1) has published price lists, rates or tariffs covering items being procure;
- (2) has informed prospective customers of proposed or pending publications of new or revised price lists for such items;
- (3) has sold the same items to other customers at the same prices being bid; does not constitute, without more, a disclosure within the meaning of subparagraph (a).

#### Security of Proposal

The undersigned submits, as security accompanying this proposal:

Certified Check in the amount of \$ \_\_\_\_\_ or

Bid Bond in the amount of \$ 5% of amount bid \_\_\_\_\_

With \_\_\_\_\_ as surety thereon.

#### Attachments to Proposal

The following attachments, in triplicate, are hereby made a part of this proposal:

1. Sworn statement of previous experience consisting of 1 pages;
2. Sworn statement of business and technical organizations consisting of 1 sheets;
3. 10 Recent (within three months) financial statements, consisting of \_\_\_\_\_ sheets;



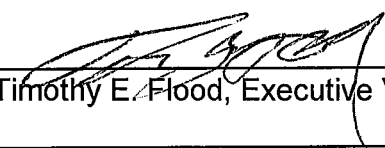
- 3. Sworn statement of plant and equipment available for use on this project, consisting of 1 sheets.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered (also include permanent street address if different from mailing address):

The undersigned agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor as set forth in the Contract Documents.

This proposal may not be withdrawn prior to the scheduled time for the opening of proposals or any authorized postponement.

Dated: April 12, 2021 Chestnut Ridge Transportation, Inc.

By:   
Timothy E. Flood, Executive Vice President

Permanent Street Address: 56 W. Church St., Spring Valley, NY 10977

Telephone Number: 845-356-2200

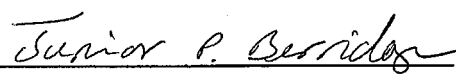
\*Insert Bidder's Name

STATE OF NEW YORK

COUNTY OF ROCKLAND

Timothy E. Flood, the signer of the above Proposal, being duly sworn, says that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this 13<sup>TH</sup> day of APRIL, 2021.

  
 NOTARY PUBLIC

JUNIOR P. BERRIDGE  
 Notary Public, State of New York  
 No. 01BE6016460  
 Qualified in Rockland County  
 Commission Expires November 23, 2022

If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of New York State".

If partnership, give names of partners, using also the phrase "co-partners" trading and doing business under firm name and style of N/A.

If an individual using a trade name, give individual name, using also the phrase "an individual business under the firm name and style of N/A".

## NON-COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN.


- (A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and,
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in details the reasons therefore. Where (a), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

(c) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement is subscribed by the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

DATED: April 12, 2021

BY:   
Timothy E. Flood, Executive Vice President  
FOR: Chestnut Ridge Transportation, Inc.

\_\_\_\_\_

**BID BOND**

Know all men by these presents, that we, the undersigned \_\_\_\_\_

CHESTNUT RIDGE TRANSPORTATION, INC.

As principal, and UNITED STATES FIRE INSURANCE COMPANY

as Surety are hereby held and firmly bound unto the Town of Orangetown

in the penal sum of FIVE PERCENT (5%) OF AMOUNT BID

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 15TH day of APRIL 20 21.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Orangetown a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for

2021 BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP

NOW THEREFORE,

- (a) If said Bid shall be rejected, or, in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of a Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

CHESTNUT RIDGE TRANSPORTATION, INC.

By: \_\_\_\_\_ (L.S.)  
Principal

UNITED STATES FIRE INSURANCE COMPANY

Surety

By: Aaron V. Nowland

AARON V. NOWLAND, ATTORNEY-IN-FACT

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK )  
County of ROCKLAND ) ss:

On this 13<sup>TH</sup> day of APRIL 2021,  
before me personally came

TIMOTHY E. FLOOD, to me known, who,  
being by me duly sworn, did depose and say: that he resides at

CAMPBELL HALL, NY  
EXECUTIVE CHESTNUT RIDGE  
that he is the VICE PRESIDENT of TRANSPORTATION

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals is affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Junior P. Berridge  
Notary Public

**JUNIOR P. BERRIDGE**  
Notary Public, State of New York  
No. 01BE016460  
Qualified In Rockland County  
Commission Expires November 23, 2022

ACKNOWLEDGEMENT OF PRINCIPAL, IF A ~~PARTNERSHIP~~

State of )  
 ) ss:  
County of )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be one of the members of the firm of;

\_\_\_\_\_

described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN ~~INDIVIDUAL~~

State of )  
 ) ss:  
County of )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_, to me known and known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

Affix Acknowledgment and Justification of Sureties

AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day  
of July 2021, between the TOWN OF ORANGETOWN, a municipal  
corporation located in the County of Rockland, State of New York, party  
of the first part, hereinafter called the "TOWN", and  
the Chestnut Ridge Transportation, Inc.  
a domestic corporation having its principal place of business  
at 56 W. Church St., Spring Valley, NY 10977  
party of the second part, hereinafter called the "CONTRACTOR" .

WHEREAS, the Contractor has submitted a proposal to *provide* the following  
**BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR  
THE 2021 SEASON**, for the Town of Orangetown, Department of Parks, Recreation  
and Buildings, 81 Hunt Road, Orangeburg, New York in accordance with the  
Specifications and other Contract Documents attached hereto and made a part hereof,  
for the following prices:

**PROVIDING DAILY BUS TRANSPORTATION:**

Price Per Bus: \$ \$465.00 per bus/per day

\$ \$465.00 per bus/per day  
(In Figures)



\$ Four hundred sixty five dollars per bus/per day  
(Dollars in Words)

\$ zero cents  
(Cents in Words)

PROVIDING MORNING AND AFTERNOON BUS SERVICE FOR DAY CAMP:

Price Per Bus: \$ \$329.00 per day/per bus

\$ \$329.00 per day/per bus  
(In Figures)

\$ Three hundred twenty nine dollars per bus/per day  
(Dollars in Words)

\$ zero cents  
(Cents in Words)

PROVIDING AFTERNOON BUS SERVICE FOR TEEN CAMP:

Price Per Bus: \$ \$45.00 per bus/per day

\$ \$45.00 per bus/per day  
(In Figures)

\$ Forty five dollars per bus/per day  
(Dollars in Words)

\$ Zero cents  
(Cents in Words)

AND WHEREAS, the Town is desirous of *accepting* said *BUS TRANSPORTATION* at the prices indicated above,

NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. No contract is deemed to have been created until approved by the Town Board and the Town Attorney.
2. It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution.
3. This contract is subject to appropriations approved by the Town Board.
4. It is understood and agreed between the parties hereto that no claims for damages or extra work shall be made in connection with this work, except such as may be ordered by the Town's representative, with the approval by resolution of the Town Board and further evidenced by the execution of a supplemental agreement between the Town and contractor covering the same.
5. It is further understood and agreed that in case there is a variation between the terms of this contract and such plans and specifications or between any of them, the Town Board shall determine which shall control and its decision shall be final.
6. It is further understood and agreed that title to all materials delivered shall vest in and become the property of Town.
7. The Contractor shall provide general liability, statutory disability benefits, workmen's compensation, unemployment insurance and social security in a form acceptable to the Town Attorney.
8. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and 103B of General Municipal Law of the State of New York, as amended by Chapter 605 of the Laws of the 1959, effective July 1, 1959. Upon the refusal of the contractor when called before a Grand Jury to testify concerning any transaction or contract had with the State,

any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer relevant questions concerning such transaction or contract:

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof for goods, work or services, for a period of five (5) years after such refusal, and to provide also that:

(b) Any and all contracts made with any municipal corporation or any public corporation or any public department, agency or official thereof since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination shall be paid.

9. Any person who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years of refusal.
10. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, color, discriminate against any citizen of the State of New York is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex, or national origin.


11. This contract may not be assigned by the contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Town of Orangetown any attempts to assign the contract without the Town's written consent is null and void and shall constitute a breach.
12. The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the Town's option to withhold for the purposes of set-off, monies due and owing to the Town with regard to this contract, or any other contract with the Town. The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract, hereinafter collectively called the "records." The records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.
13. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or property must include the payee's identification number.
14. In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor hereby consents to service of process upon it by certified mail, return receipt requested. Service thereunder shall be complete upon the contractor's actual receipt of process or upon the Town's receipt of process or upon the Town's receipt of the return thereof, by the United States Postal Service, as refused or as undeliverable. The contractor must promptly notify the Town, in writing, of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The contractor will have thirty (30) calendar days after service thereunder is complete in which to respond.
15. The contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractor shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor the work performed in connection with any project.

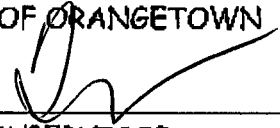
16. All contractors actually undertaking the work contracted for shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorneys' fees and damages (actual, consequential or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claim, suit action or dispute involving wages paid to all subcontractors or other persons employed by any contractor.
17. The Town shall have no liability under this contract to the contractor or anyone else beyond the funds appropriated and available for the contract. This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefits of such employees, as are required to be covered by the provision of the Worker's Compensation Law. Failure to do so shall constitute a breach of this contract.
18. No sales tax or other taxes will be charged to the Town. The Town will furnish to contractor such proof of tax exemption as may be required by law.
19. The Proposal and Non-collusion Statement made pursuant to Section 103d of the General Municipal Law and the Specifications provided for in the bid herein are made a part hereof as though set forth at length herein.
20. The contractor must pay for all delivery charges of all materials without further compensation.
21. Payments are to be made after submission of invoices and/or such other documentation as is required by the Town's Department of Finance.
22. Any item of work required to be done or material to be furnished to complete the work shown on the plans or specifications or provide the materials must be done or furnished whether or not the same is specifically shown or included in the plans and specifications.
23. The contractor shall provide all certificates of insurance in an acceptable form to the Office of the Town Attorney. All policies shall provide that notice WILL be given to the Town Attorney in the event of termination, prior to the completion of the contract.

24. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Bid Proposal, Contract, General and Special Conditions, Contract Bonds, Proposal, Plans or Drawings, Specifications, Addenda, all change orders issued after the execution of the contract and any and all other writings necessary to complete the project or provide the materials.
25. The term "subcontractor" includes any individual, firm, or corporation having a direct contract with the contractor or with any other subcontractor for the performance of a part of the work of the project.
26. No official of the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or take part in negotiating, making accepting or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction for the project shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly personally interested in this contract, subcontract, insurance contract or any other contract pertaining to the project.
27. Except for specific provisions otherwise set forth in the Contract Documents, any disputes concerning questions of fact or circumstances arising out this contract shall be mutually resolved through good faith mediation between the contractor and the Town. The contractor shall carry on the work and maintain his progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and the Town may otherwise agree in writing.
28. The Town may withhold from the contractor so much of any payments due him as may, in the judgment of the Town, be necessary to assure satisfaction of claims made to the Town and claims of the Town.
29. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Town may, by written notice to the contractor,

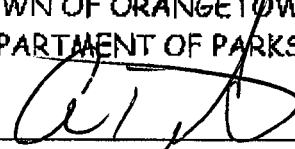
terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Town may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary thereof. Whether or not the contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage or cost to the owner resulting from his refusal or failure to complete the work within the specified time.

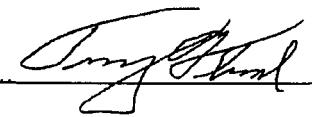
- 30. These General Conditions shall be deemed a part of the contract to which they are attached. In the event of any inconsistency between these General Conditions and the contract, the decision of the Town Board as to such inconsistency shall prevail.
- 31. Where applicable, it is understood that the Contractor shall be required to post a Performance Bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount of one hundred percent (100%) of the contract price, and assuring full performance.
- 32. The Town of Orangetown, through a Town Board Resolution reserves the right to extend the Contract for up to three (3) years, under the same terms and conditions, providing all parties concerned are in agreement, and all insurance policies remain in effect.

ATTEST:  
  
 TOWN CLERK  
 (SEAL)

TOWN OF ORANGETOWN  
 By   
 SUPERVISOR

ATTEST:  
 \_\_\_\_\_  
 SECRETARY  
 (SEAL)

TOWN OF ORANGETOWN  
 DEPARTMENT OF PARKS, RECREATION  
 By   
 DIRECTOR

Chestnut Ridge Transportation, Inc.  
 \_\_\_\_\_  
 CONTRACTOR AND/OR CONTRACTING  
 FIRM/CORPORATION  
 By 

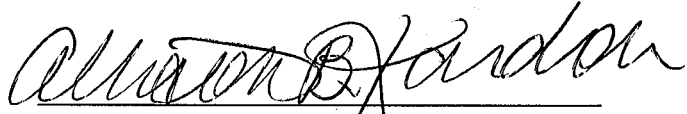
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STATE OF NEW YORK )  
 :SS  
COUNTY OF ROCKLAND )

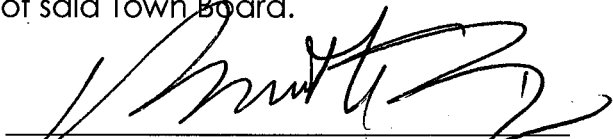
On the 15<sup>th</sup> day of July, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared TERESA KENNY, to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that she resides in Rockland County, New York and that she is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that she knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that she signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

  
Notary Public

STATE OF NEW YORK )  
 :SS  
COUNTY OF ROCKLAND )

ALLISON B. KARDON  
Notary Public, State of New York  
No. 01KA6330552  
Qualified in Rockland County  
Commission Expires 09/14/2023

On the 30 day of JUNE, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared ARIC GORTON, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that he is the Director of the Department of Parks, Recreation & Buildings of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that he signed the same as Director of the Department of Parks, Recreation & Buildings of said Town of Orangetown by virtue of a like order of said Town Board.

  
Notary Public

ROBERT V. MAGRINO  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 02MA5015089  
QUALIFIED IN ROCKLAND COUNTY 23  
COMMISSION EXPIRES JULY 12, 2023

A fully executed copy of the within Contract between the Town of Orangetown and \_\_\_\_\_ has been compared by the undersigned with the original thereof and a receipt of the copy is acknowledged by the undersigned herewith.

By: \_\_\_\_\_

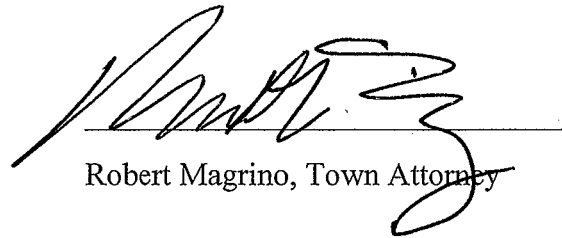
Date: \_\_\_\_\_

For: \_\_\_\_\_

**CERTIFICATION OF TOWN ATTORNEY**

I, Robert Magrino, Town Attorney for the Town of Orangetown, hereby certify that, from a legal standpoint, all conditions precedent to the execution of this Contract have been complied with and it is in all respects, a valid and binding obligation upon the parties thereto.

DATED: 7/12/2021

  
Robert Magrino, Town Attorney

### GENERAL CONDITIONS

1. It is understood that the contractor shall be required to post a performance bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount equal to one hundred percent of the cost of the contract and assuring full performance.
2. The specifications, drawings and any instructions set forth herein are complimentary, are intended to provide for, and include everything necessary for the proper and complete orderly execution and finishing of the work. Words, which have a well known technical or trade meaning used to describe work, materials or equipment, shall be interpreted in accordance with such customary and recognized meaning. Reference to standard specifications, manuals or code of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws and Regulations in effect at the time of the opening of bids, except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Town, contractor or engineer or of any of their consultants, agents or employees from those set forth on the contract documents, nor shall it be effective to assign to the engineer, or any of the engineer's consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the work.
3. A date for final inspection of the work by the **Architect** and the Town shall be set by the contractor in written request therefor, which date shall be not less than ten (10) days after the date of such request. Prior to the final inspection, the various items of equipment and related work shall be placed in operation by the respective contractors whose work is involved, to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved Shop Drawings.
4. The Town may, at its option, terminate the contract, in whole or in part, at any time by ten (10) days written notice (delivered by certified or registered mail, return receipt requested) to the contractor, whether or not the contractor is in default.

Upon such termination, the contractor shall waive any claims for damages, including loss of anticipated profits on account thereof, but as the sole right and remedy of the contractor, the Town shall pay the contractor in accordance with the amount of work, labor provided and/or materials delivered.

5. It is further agreed that the contractor shall and will keep and maintain improvements herein before referred to, together with all its appurtenances, in good conditions and repair, for a term of one (1) year from the date of completion and acceptance of same in accordance with the conditions of the plans and specifications and of this Agreement, without expense to the Town or the taxpayers thereof or any of them, and will provide a bond or bonds of a corporation authorized to guarantee the performance of this Agreement authorized to do business in the Town of Orangetown, County of Rockland, State of New York as surety covering the work of maintenance herein contemplated and as is acceptable to the Town.
6. Every mechanic, laborer and workman employed by the contractor or any subcontractor or other person about or upon the work contemplated by this contract shall be paid not less than the prevailing rate of wages as provided for by Section 220 of the Labor Law of the State of New York. The contractor agrees that at the time of execution of the contract, he will furnish to the Town a current wage rate schedule approved by the State of New York Labor Department.
7. In the performance of this Contract, the Contractor shall make provisions for the installation, maintenance and effective operations of such appliances and methods for the elimination of harmful dust as have been approved by the Board of Standards and Appeals. If the provisions of Section 222-a of the Labor Law of the State of New York are not complied with, this Contract shall be void.
8. In the performance of the work contemplated by this Contractor or any part thereof, including all extra work, preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each and every person employed by the contractor or by any subcontractor or other person doing or contracting for work contemplated by this Contract including extra work, shall furnish satisfactory proof of residence, in accordance with the rules adopted by the Industrial Commissioner.

Persons other than citizens of the State of New York may be employed when citizens of such State are not available. The foregoing is required by Section 222 of the Labor Law of the State of New York, and in the event such Section is not complied with in any respect, this Contract shall be void.

9. Before payment is made by or on behalf of the Town of any sum or sums due on account of this Contract or for extra work, the Town Supervisor or his designee shall require Contractor and each every subcontractor to file a statement in writing in a form satisfactory to such officer certifying to the amounts they are due and owing from the Contractor or subcontractor to any and all laborers for daily or weekly wages on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages are unpaid and the amounts due to each respectively, which statement so filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true if his own knowledge.
10. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
11. The Contractor shall secure at his own expense all necessary certificates and permits from municipal or other public authorities required in connection with the work contemplated by this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. He shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract and any extra work performed by him.
12. The contractor and his subcontractor shall not employ on the site any labor, materials or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workmen employed by the Contractors or his subcontractors, or by any of the trades working in or about the building and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts or on any other building or premises owned or operated by the Town.

Any violation by the Contractor of this requirement may, upon certification of the Engineer, be considered as proper and sufficient cause for canceling and terminating this Contract.

13. In case the Town orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any subcontractor under this Contract to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is herein specified, the Town will include in the Contract order for such extra work or additional work a minimum wage rate for such trade or occupation, and insofar as such extra work or additional work is concerned, there shall be paid each employee engaged in work in such trade or occupational not less than the wage rate so included.
14. The Contractor shall post at conspicuous points on the site of the work a schedule showing all determined minimum wage rates as specified in the Contract to be paid for the various classes of mechanics, workingmen or laborers employed on the work; and showing all authorized deductions, if any, from unpaid wages actually earned.
15. The Chief Fiscal Officer of the Town may, and on the written request of any person shall, require the Contractor or any subcontractor or other person performing any work contemplated by the Contractor or any extra work to file with such supervisor a schedule of the wages to be paid to such laborers, workmen or mechanics; and such Contractor shall, within ten day after the receipt of written notice of such requirement, file with the Fiscal Officer such schedule of wages.
16. The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contractor shall pay each and every one of his employees engaged on such work or any part thereof the full and proper wage in cash without any deduction or kick-back whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once in each week.
17. If any other occupation is required on this work, the Contractor shall request the Chief Fiscal Officer to supply a supplemental schedule covering such occupation.



18. The contractor must provide all necessary insurance required by the laws of the State of New York and furnish certifications thereof to the Town of Orangetown. In addition thereto, the contractor must furnish to the Town of Orangetown certificates showing public liability insurance in the amount of not less than \$1,000,000.00 for each person injured and \$2,000,000.00 property damage. The contractor agrees that in the performance of the work, it will be fully responsible for any and all claims that may be made by reason of said work arising from any cause whatsoever and the contractor agrees to indemnify and save harmless to the Town from any and all claims.
19. The contractor shall employ at the site of the work during the performance thereof a competent foreman or superintendent who shall be satisfactory to the Town. Such foreman or superintendent shall represent and have full authority to act for the contractor in his absence and all instructions given such foreman or superintendent shall be binding as if given to the contractor.
20. The Town reserves the right to suspend or postpone the whole or any part of the work herein contracted to be done if it shall deem it in the best interest of the Town to do so without compensation to the contractor for such suspension.
21. The contractor, insuring the performance of the work shall take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep suitable and sufficient lights and other signals, and shall comply with the safety provisions of applicable laws, building and construction codes. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The contractor shall indemnify and save harmless the Town, its officers and agents, from all damages and costs to which they may be put by reason of injury to the person or property of another resulting from his negligence or carelessness in the performance of the work, or in the safeguarding the same, or from any improper materials, implements or appliances used in its construction or by or on account of any act or omission of the contractor or his agents. The whole or so much of the moneys due under and by virtue of his contract as shall be considered necessary to the Town may at its option be retained by the Town.

22. The contractor shall be liable in the sum of **five hundred dollars (\$500.00)** per day for each day of delay beyond the contract date as liquidated damages unless the date for completion is extended, in writing, by resolution of the Town Board.
23. Upon completion of the project, the **Architect** shall make a final inspection for approval of all the work done under this contract and shall within fifteen (15) days after the acceptance of the work by the **Architect** and the Town, prepare a final certificate of the work done and the value thereof.
24. Time of Completion: The work of this Contract shall be completed **within thirty (30) working days (Day Camp Schedule; July 5<sup>th</sup> through August 13<sup>th</sup>, 2021)** and commence immediately by the notice to proceed from the Owner.

**SPECIFICATIONS  
FOR  
PROVIDING BUS TRANSPORTATION  
FOR THE  
ORANGETOWN SUMMER DAY/TEEN CAMP  
FOR THE 2021 SEASON**

***Description of Work:***

**PROVIDING ALL-DAY BUS TRANSPORTATION**

The Contractor shall provide school buses for both morning pick-up and afternoon drop-off routes for the day camp program, all of which are located within the Town of Orangetown. All children shall be picked up at eight (8) different locations beginning at approximately 8:00 AM and transported to the German Masonic Picnicgrounds, located on Western Highway in Tappan, New York. Each afternoon the buses will depart at approximately 4:15 PM and the children shall be transported from the day camp site to their designated bus stops. Based upon NYS guidelines and registration, buses may need to make singular stops for pick-ups and drop-offs and then return to another location for an additional pick-up and/or drop-off. In addition to morning and afternoon pick-ups, the Contractor shall provide school buses from the time of their arrival at the Day Camp site at approximately 8:45 AM and shall remain at the site throughout the day until their departure time of 4:15 PM. These buses will be utilized for the purpose of transporting children to and from the German Masonic Picnicgrounds, located at 120 Western Highway in Tappan and the South Orangetown Middle School, located at 160 Van Wyck Road in Blauvelt, New York, and other locations within the Town of Orangetown. These buses will also be required to transport campers and Orangetown Staff to and from other local facilities within a fifteen-mile radius of the German Masonic Picnicgrounds. Currently the Town of Orangetown anticipates the need for two-four (2-4) buses during the day. Buses may also be needed for additional trips, i.e., Bear Mountain, Van Saun Park, etc. Requests for the additional buses will be made with no less than seven (7) days notice. The Day Camp program is scheduled to begin on **Monday, July 5th and continue through Friday, August 13th, 2021**. The Town of Orangetown shall submit a finalized bus schedule by **June 25, 2021** for the purpose of assigning the number of buses needed for the program. The Contractor shall submit a separate price per bus per day for this portion of the contract.

**ANTICIPATED BUS STOPS:**

Pearl River  
St. Margaret's School  
Pearl River High School  
Nauraushaun Elementary  
(A Starting Place)

South Orangetown  
So. Orangetown Middle School  
Sparkill Fire Department  
Tappan Zee High School  
W.O. Schaefer School  
South Nyack Village Hall

### **PROVIDING MORNING AND AFTERNOON BUS SERVICE AT THE DAY CAMP**

In addition to the above, The Contractor shall provide school buses for both morning pick-up and afternoon drop-off routes for the day camp program, all of which are located within the Town of Orangetown. All children shall be picked up at eight (8) different locations beginning at approximately 8:00 AM and transported to the German Masonic Picnicgrounds, located on Western Highway in Tappan, New York. Each afternoon the buses will depart at approximately 4:15 PM and the children shall be transported from the day camp site to their designated bus stops. Based upon NYS guidelines and registration, buses may need to make singular stops for pick-ups and drop-offs and then return to another location for an additional pick-up and/or drop-off. At this time the Town of Orangetown anticipates the need for two-four (2-4) buses. The Contractor shall submit a separate price per bus per day for this portion of the Contract.

### **PROVIDING AFTERNOON BUS SERVICE FOR THE TEEN CAMP**

In addition to the above, the Contractor shall provide bus service for the purpose of transporting teen campers from the **Pearl River Middle School**, located at 520 Gilbert Avenue, Pearl River, New York, to the German Masonic Campgrounds (Orangetown Day Camp Site), located at 120 Western Highway, Tappan, New York. The pickup time at the **Pearl River Middle School** will be approximately 4:00 PM, arriving at the Orangetown Day Camp @ 4:10 PM. This bus will remain on site at the German Masonic Campgrounds as one of the four afternoon buses used for afternoon transportation to designated bus stops. At this time, the Town of Orangetown anticipates the need for one or two (1-2) buses only to transport the teen camp. The Contractor shall submit a separate price per bus per day for this portion of the contract.

### **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall be responsible for all maintenance of buses used throughout the duration of the Contract, and all buses shall be in compliance with all current New York Inspection Codes. The Contractor shall be responsible for the cleaning and sanitizing of the buses as per the NYS Coronavirus guidelines. It is expected that this will include sanitization before and after the camp day, as well as during the camp day.

The Contractor shall provide qualified, properly certified New York State Commercial Licensed Drivers. To the best of the Contractor's ability, all licensed drivers shall remain the same for the duration of the camp.

Consumption of fuel and maintenance of vehicles shall be the sole responsibility of the Contractor during the terms of the Contract.

The Contractor shall only provide vehicles conforming to all New York State rules and regulations governing the transporting of minors and must be school bus designated with all conforming aspects.

The Contractor and its designated employees shall abide by each and every State and Local Law governing such service as is being provided herein.

The Contractor shall be responsible for providing the Town of Orangetown with proof of insurance, as well as any documents requested addressing the safety record of the Contractor.

**OWNER/TOWN'S RESPONSIBILITIES**

The Owner/Town shall provide the Contractor with the necessary schedules and locations for pick up and drop off sites.

## **Business & Technical Organization**

Chestnut Ridge Transportation, Inc.

56 West Church Street  
Spring Valley, NY 10977  
Phone: 845-356-2200  
Fax: 845-356-1200

John D. Corr, President  
Timothy E. Flood, Executive Vice President  
Helen Schwabacher, Vice President of Operations  
James Rogan, Director of Safety  
James Gocke, Director of Maintenance

## **Statement of Experience**

Chestnut Ridge Transportation, Inc. has provided the services specified in this bid to the Town or Orangetown for over 15 years.

Listed below are three school districts that we currently provide transportation services to:

- 1) East Ramapo Central School District  
105 S. Madison Avenue  
Spring Valley, NY 10977

Contact: Douglas Schwegler  
Transportation  
(845) 577-6588

- 2) Suffern Central School District  
45 Mountain Avenue  
Hillburn, NY 10931

Contact: Mrs. Rena Gesner  
Transportation Office  
(845) 357-7783 ext. 227

- 3) Pearl River Central School District  
275 East Central Avenue  
Pearl River, NY 10965

Contact: Ann Marie Tromer  
Asst. Supt. For Business  
(845) 620-3911



## Chestnut Ridge Transportation, Inc.

### Vehicle List for Town of Orangetown 2021 Bus Transportation for the Orangetown Summer Day/Teen Camp

| Veh # | Make | Year | Vin#              | A Cap | C Cap | A/C |
|-------|------|------|-------------------|-------|-------|-----|
| 226   | IC   | 2016 | 4DRBUC8N0CB078545 | 44    | 66    | Y   |
| 229   | IC   | 2016 | 4DRBUC8N2GB078546 | 44    | 66    | Y   |
| 210   | IC   | 2018 | 4DRBUC8N6JB568723 | 44    | 66    | Y   |
| 211   | IC   | 2018 | 4DRBUC8N8JB568724 | 44    | 66    | Y   |
| 221   | IC   | 2018 | 4DRBUC8NXJB568725 | 44    | 66    | Y   |
| 223   | IC   | 2018 | 4DRBUC8N1JB568726 | 44    | 66    | Y   |
| 240   | IC   | 2021 | 4DRBUC8N3MB166534 | 44    | 66    | Y   |
| 242   | IC   | 2021 | 4DRBUC8N5MB166535 | 44    | 66    | Y   |

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED  
FROM DISCLOSURE UNDER THE  
STATE FREEDOM OF INFORMATION LAW.

**The Trans Group**

Combined Financial Statements

December 31, 2019 and 2018



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THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED  
FROM DISCLOSURE UNDER THE  
STATE FREEDOM OF INFORMATION LAW.

|   | December 31,             |                          |
|---|--------------------------|--------------------------|
|   | <u>2019</u>              | <u>2018</u>              |
| <b>ASSETS</b>   |                          |                          |
| Current Assets  |                          |                          |
| Cash  | \$ 7,434,217             | \$ 5,605,647             |
| Insurance reserves  | 358,378                  | 130,174                  |
| Customer deposits   | 110,789                  | 123,760                  |
| Accounts receivable, net of allowance for<br>doubtful accounts in the amount of \$110,000<br>and \$60,000 for 2019 and 2018 | 9,030,123                | 9,129,216                |
| Due from affiliates, current portion  | 919,619                  | 735,096                  |
| Shop inventory  | 2,607,250                | 2,261,936                |
| Fuel tax refunds receivable   | 679,232                  | 944,743                  |
| Prepaid expenses  | <u>964,465</u>           | <u>416,339</u>           |
| <br>Total Current Assets  | <br><u>22,104,073</u>    | <br><u>19,346,911</u>    |
| Property and Equipment  |                          |                          |
| Deposits on revenue producing equipment   | 297,976                  | 1,716,362                |
| Revenue producing equipment   | 93,487,151               | 87,374,821               |
| Garage and service equipment  | 2,044,731                | 1,780,901                |
| Automobiles   | 507,609                  | 507,609                  |
| Furniture and fixtures  | 617,451                  | 560,059                  |
| Leasehold improvements  | <u>4,210,619</u>         | <u>4,102,649</u>         |
| <br>Total Property and Equipment, Cost  | <br>101,165,537          | <br>96,042,401           |
| Less accumulated depreciation and amortization  | <u>56,665,037</u>        | <u>48,814,165</u>        |
| <br>Property and Equipment, net   | <br><u>44,500,500</u>    | <br><u>47,228,236</u>    |
| Other Assets  |                          |                          |
| Due from affiliates, net of current portion   | 2,483,089                | 2,848,904                |
| Deposits and other assets   | 187,576                  | 180,525                  |
| Intangible asset, contract acquisition  | <u>969,692</u>           | <u>1,454,548</u>         |
| <br>Total Other Assets  | <br><u>3,640,357</u>     | <br><u>4,483,977</u>     |
|   | <br><u>\$ 70,244,930</u> | <br><u>\$ 71,059,124</u> |

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THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED  
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 STATE FREEDOM OF INFORMATION LAW.

The Trans Group

Combined Balance Sheets

(continued)

|  | December 31,         |                      |
|--|----------------------|----------------------|
|  | <u>2019</u>          | <u>2018</u>          |
| <b>LIABILITIES AND SHAREHOLDERS' AND MEMBERS' EQUITY</b> |                      |                      |
| Current Liabilities                                      |                      |                      |
| Accounts payable   | \$ 947,498           | \$ 1,120,519         |
| Accrued expenses   | 1,408,465            | 995,897              |
| Working capital line of credit                           | 2,000,000            | 3,339,086            |
| Equipment line of credit                                 | 747,864              | 1,266,078            |
| Current portion of long-term debt                        | 8,176,966            | 6,236,074            |
| Accrued insurance reserves                               | 1,005,750            | 371,911              |
| Due to affiliates  | 96,191               | 110,328              |
| Due to Suffolk County                                    | 110,789              | 123,760              |
| Current portion of note payable, shareholder             | <u>150,000</u>       | <u>-</u>             |
| Total Current Liabilities                                | 14,643,523           | 13,563,653           |
| Equipment line of credit, net of current portion         | 3,590,947            | 7,985,179            |
| Long-term debt, net of current portion                   | 23,811,712           | 23,759,168           |
| Accrued insurance reserves, net of current portion       | 1,229,250            | 451,026              |
| Fair value of interest rate swaps                        | 653,000              | 253,000              |
| Due to affiliates, net of current portion                | -                    | 400,182              |
| Note payable, shareholder, net of current portion        | <u>150,000</u>       | <u>499,000</u>       |
| Total Liabilities  | 44,078,432           | 46,911,208           |
| Shareholders' and Members' Equity                        | <u>26,166,498</u>    | <u>24,147,916</u>    |
|  | <u>\$ 70,244,930</u> | <u>\$ 71,059,124</u> |

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|  | Year Ended December 31, |              |                       |              |
|--|-------------------------|--------------|-----------------------|--------------|
|  | 2019                    | %            | 2018                  | %            |
| <b>REVENUE</b>                                     | <u>\$ 119,885,381</u>   | <u>100.0</u> | <u>\$ 114,204,881</u> | <u>100.0</u> |
| <b>OPERATING EXPENSES</b>                          |                         |              |                       |              |
| Direct   | 102,997,545             | 86.0         | 99,720,809            | 87.2         |
| General and administrative                         | <u>11,704,032</u>       | <u>9.8</u>   | <u>10,649,886</u>     | <u>9.5</u>   |
| Total Operating Expenses                           | <u>114,701,577</u>      | <u>95.8</u>  | <u>110,370,695</u>    | <u>96.7</u>  |
| Income From Operations                             | <u>5,183,804</u>        | <u>4.2</u>   | <u>3,834,186</u>      | <u>3.3</u>   |
| <b>OTHER INCOME (EXPENSE)</b>                      |                         |              |                       |              |
| Interest income                                    | -                       | -            | 226                   | -            |
| Interest expense                                   | (1,895,175)             | (1.6)        | (1,824,085)           | (1.6)        |
| Loss on disposition of equipment                   | <u>(43,196)</u>         | <u>-</u>     | <u>(15,297)</u>       | <u>-</u>     |
| Total Other (Expense)                              | <u>(1,938,371)</u>      | <u>(1.6)</u> | <u>(1,839,156)</u>    | <u>(1.6)</u> |
| Income Before Provision for<br>State Income Taxes  | 3,245,433               | 2.6          | 1,995,030             | 1.7          |
| Provision for state income taxes                   | <u>25,011</u>           | <u>-</u>     | <u>35,893</u>         | <u>-</u>     |
| Net Income   | 3,220,422               | 2.6          | 1,959,137             | 1.7          |
| <b>OTHER COMPREHENSIVE INCOME</b>                  |                         |              |                       |              |
| Adjustment to fair value of<br>interest rate swaps | <u>(400,000)</u>        | <u>(0.3)</u> | <u>(253,000)</u>      | <u>(0.2)</u> |
| Comprehensive Income                               | <u>\$ 2,820,422</u>     | <u>2.3</u>   | <u>\$ 1,706,137</u>   | <u>1.5</u>   |

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 STATE FREEDOM OF INFORMATION LAW.

|   | <u>Year Ended December 31,</u> |                    |
|---|--------------------------------|--------------------|
|   | <u>2019</u>                    | <u>2018</u>        |
| <b>SHAREHOLDERS' EQUITY</b>                             |                                |                    |
| <b>COMMON STOCK - NO PAR VALUE</b>                      |                                |                    |
| Chestnut Ridge Transportation, Inc. (an S-Corporation)  |                                |                    |
| Common stock, no par value                              |                                |                    |
| 200 Shares authorized, issued and outstanding           | \$ 100,000                     | \$ 100,000         |
| Educational Bus Transportation, Inc. (an S-Corporation) |                                |                    |
| Common stock, no par value                              |                                |                    |
| 400 Shares authorized                                   |                                |                    |
| 10 Shares issued and outstanding                        | 250,503                        | 250,503            |
| Educational Bus, Inc. (an S-Corporation)                |                                |                    |
| Common stock, no par value                              |                                |                    |
| 200 Shares authorized, issued and outstanding           | 25,000                         | 25,000             |
| E.B.T., Inc. (an S-Corporation)                         |                                |                    |
| Common stock, no par value                              |                                |                    |
| 400 Shares authorized                                   |                                |                    |
| 190 Shares issued and outstanding                       | 50,000                         | 50,000             |
| Jaco Transportation, Inc. (an S-Corporation)            |                                |                    |
| Common stock, no par value                              |                                |                    |
| 200 Shares authorized                                   |                                |                    |
| 165 Shares issued and outstanding                       | <u>10,000</u>                  | <u>10,000</u>      |
| Total Common Stock                                      | <u>435,503</u>                 | <u>435,503</u>     |
| <b>ADDITIONAL PAID IN CAPITAL</b>                       |                                |                    |
| Beginning of year                                       | 1,613,853                      | 613,853            |
| Capital contributed                                     | <u>-</u>                       | <u>1,000,000</u>   |
| End of Year   | <u>1,613,853</u>               | <u>1,613,853</u>   |
| <b>RETAINED EARNINGS</b>                                |                                |                    |
| Beginning of year                                       | 26,426,441                     | 25,656,863         |
| Net income  | 3,798,023                      | 2,238,067          |
| Distribution to shareholders'                           | <u>(781,840)</u>               | <u>(1,468,489)</u> |
| End of Year   | <u>29,442,624</u>              | <u>26,426,441</u>  |
| Total Shareholders' Equity                              | <u>31,491,980</u>              | <u>28,475,797</u>  |

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THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED  
 FROM DISCLOSURE UNDER THE  
 STATE FREEDOM OF INFORMATION LAW.  
The Trans Group  
 Combined Statements of Changes in Equity  
 (continued)

|  | Year Ended December 31, |                      |
|--|-------------------------|----------------------|
|  | 2019                    | 2018                 |
| <b>MEMBERS' EQUITY (DEFICIT)</b>                         |                         |                      |
| The Trans Group, LLC (a Partnership)                     |                         |                      |
| Beginning of year  | \$ (5,185,028)          | \$ (4,282,830)       |
| Net loss   | <u>(305,617)</u>        | <u>(902,198)</u>     |
| End of Year  | <u>(5,490,645)</u>      | <u>(5,185,028)</u>   |
| Student Xpress of the Hudson Valley, LLC (a Partnership) |                         |                      |
| Beginning of year  | 1,110,147               | 486,879              |
| Net income (loss)  | (271,984)               | 623,268              |
| Distributions to members                                 | <u>(20,000)</u>         | <u>-</u>             |
| End of Year  | <u>818,163</u>          | <u>1,110,147</u>     |
| Total Members' Deficit                                   | <u>(4,672,482)</u>      | <u>(4,074,881)</u>   |
| <b>ACCUMULATED OTHER COMPREHENSIVE LOSS</b>              |                         |                      |
| Beginning of year  | (253,000)               | -                    |
| Unrealized loss on interest rate swaps                   | <u>(400,000)</u>        | <u>(253,000)</u>     |
| End of Year  | <u>(653,000)</u>        | <u>(253,000)</u>     |
| Total Equity   | <u>\$ 26,166,498</u>    | <u>\$ 24,147,916</u> |

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|  | Year Ended December 31, |              |
|--|-------------------------|--------------|
|  | 2019                    | 2018         |
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                         |              |
| Net income   | \$ 3,220,422            | \$ 1,959,137 |
| Adjustments to Reconcile Net Income to Net Cash<br>Flows From Operating Activities |                         |              |
| Depreciation and amortization of property<br>and equipment                         | 7,927,619               | 8,444,242    |
| Amortization of deferred finance costs   | -                       | 14,568       |
| Amortization of intangible assets  | 484,856                 | -            |
| Bad debt expense   | 458,529                 | 30,904       |
| Loss on disposition of equipment   | 43,196                  | 15,297       |
| Changes in Operating Assets and Liabilities  |                         |              |
| Accounts receivable  | (359,436)               | (1,586,028)  |
| Shop inventory   | (345,314)               | (75,434)     |
| Fuel tax refunds receivable  | 265,511                 | (199,066)    |
| Prepaid expenses   | (548,126)               | 423,836      |
| Deposits   | (7,051)                 | 130,998      |
| Accounts payable   | (173,021)               | (320,664)    |
| Accrued expenses   | 412,568                 | 74,891       |
| Accrued insurance reserve  | 1,412,063               | (322,063)    |
| Due to Suffolk County  | (12,971)                | (28,610)     |
|  | 12,778,845              | 8,562,008    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                         |              |
| Proceeds from disposition of property and equipment                                | 43,760                  | 45,694       |
| Purchases of property and equipment  | (5,286,839)             | (9,708,569)  |
|  | (5,243,079)             | (9,662,875)  |

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STATE FREEDOM OF INFORMATION LAW.

The Trans Group

Combined Statements of Cash Flows

(continued)

|  | Year Ended December 31, |                     |
|--|-------------------------|---------------------|
|  | <u>2019</u>             | <u>2018</u>         |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>              |                         |                     |
| Proceeds from working capital line                       | \$ 1,000,000            | \$ 2,500,000        |
| Proceeds from equipment line of credit                   | 4,583,142               | 9,251,257           |
| Proceeds from long-term debt                             | -                       | 224,961             |
| Principal payments on working capital line of credit     | (2,339,086)             | (898,000)           |
| Principal payments on long-term debt                     | (7,502,152)             | (6,524,280)         |
| Due from affiliates, net                                 | 181,292                 | (566,120)           |
| Due to affiliates, net                                   | (414,319)               | (600,217)           |
| Repayments to shareholder                                | (199,000)               | (26,000)            |
| Capital Contributed                                      | -                       | 1,000,000           |
| Distributions to shareholders                            | (781,840)               | (1,468,489)         |
| Distributions to members                                 | (20,000)                | -                   |
| Payments on capital lease obligation                     | -                       | (35,323)            |
|  | <u>(5,491,963)</u>      | <u>2,857,789</u>    |
| Net Cash Flows From Financing Activities                 |                         |                     |
|  | 2,043,803               | 1,756,922           |
| Net Change in Cash                                       |                         |                     |
| <b>CASH AND RESTRICTED CASH</b>                          |                         |                     |
| Beginning of Year  | <u>5,859,581</u>        | <u>4,102,659</u>    |
| End of Year  | <u>\$ 7,903,384</u>     | <u>\$ 5,859,581</u> |
| <b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b> |                         |                     |
| Cash Paid During the Year                                |                         |                     |
| Interest   | \$ 1,919,598            | \$ 1,698,221        |
| State income taxes                                       | 25,011                  | 35,893              |
| <b>SUPPLEMENTAL DISCLOSURES OF NONCASH</b>               |                         |                     |
| Increase in Fair Value of Interest                       |                         |                     |
| Rate Swaps   | 400,000                 | -                   |

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STATE FREEDOM OF INFORMATION LAW.

|  | Year Ended December 31, |             |                      |             |
|--|-------------------------|-------------|----------------------|-------------|
|  | 2019                    | %           | 2018                 | %           |
| <b>DIRECT EXPENSES</b>                                     |                         |             |                      |             |
| Salaries - drivers   | \$ 41,217,219           | 34.3        | \$ 38,673,899        | 33.9        |
| - drivers' assistants                                      | 7,537,091               | 6.3         | 6,879,704            | 6.0         |
| - maintenance  | 380,543                 | 0.3         | 405,815              | 0.4         |
| - mechanics  | 6,680,467               | 5.6         | 5,953,122            | 5.2         |
| - shop office  | 1,807,440               | 1.5         | 1,803,053            | 1.6         |
| - fuelers and cleaners                                     | 1,139,954               | 1.0         | 1,046,745            | 0.9         |
| - dispatch   | 2,439,450               | 2.0         | 2,339,731            | 2.0         |
| - safety   | 1,508,376               | 1.3         | 1,389,337            | 1.2         |
| Payroll taxes  | 6,454,599               | 5.4         | 6,169,770            | 5.4         |
| Workers' compensation insurance                            | 4,069,024               | 3.4         | 5,338,356            | 4.7         |
| Employee benefits  | 364,068                 | 0.3         | 297,406              | 0.2         |
| <br>   |                         |             |                      |             |
| Total Payroll and Related Costs                            | 73,598,231              | 61.4        | 70,296,938           | 61.5        |
| <br>   |                         |             |                      |             |
| Vehicle maintenance  | 234,311                 | 0.2         | 242,590              | 0.2         |
| Vehicle tracking   | 311,726                 | 0.3         | 337,190              | 0.3         |
| Vehicle registration                                       | 249,669                 | 0.2         | 252,370              | 0.2         |
| Parts and tires  | 4,226,292               | 3.5         | 4,157,602            | 3.6         |
| Gas and oil  | 5,638,908               | 4.7         | 5,876,002            | 5.1         |
| Subcontracting   | 26,314                  | -           | 621,081              | 0.5         |
| Equipment maintenance                                      | 98,722                  | 0.1         | 132,670              | 0.1         |
| Shop and building supplies                                 | 313,382                 | 0.3         | 334,848              | 0.3         |
| Armored car services                                       | 5,543                   | -           | 5,478                | -           |
| Building maintenance                                       | 500,080                 | 0.4         | 573,824              | 0.5         |
| Drivers' expenses  | 532,242                 | 0.4         | 484,323              | 0.4         |
| Recruitment and retention                                  | 420,498                 | 0.4         | 386,300              | 0.3         |
| Tolls and parking  | 214,358                 | 0.2         | 192,329              | 0.3         |
| Rent and real estate taxes                                 | 2,442,305               | 2.0         | 2,245,147            | 2.0         |
| Utilities  | 205,534                 | 0.2         | 191,958              | 0.2         |
| Insurance  | 2,939,921               | 2.5         | 2,534,286            | 2.2         |
| Health insurance   | 2,627,034               | 2.2         | 2,411,631            | 2.1         |
| Depreciation and amortization of<br>property and equipment | 7,927,619               | 6.6         | 8,444,242            | 7.4         |
| Amortization of intangible assets                          | 484,856                 | 0.4         | -                    | -           |
|  | <u>\$ 102,997,545</u>   | <u>86.0</u> | <u>\$ 99,720,809</u> | <u>87.2</u> |

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STATE FREEDOM OF INFORMATION LAW.

|  | Year Ended December 31, |            |                      |            |
|--|-------------------------|------------|----------------------|------------|
|  | 2019                    | %          | 2018                 | %          |
| <b>GENERAL AND ADMINISTRATIVE EXPENSES</b> |                         |            |                      |            |
| Salaries - officers                        | \$ 1,550,240            | 1.3        | \$ 1,511,774         | 1.3        |
| - office                                   | 3,531,348               | 2.9        | 3,463,080            | 3.0        |
| Payroll taxes                              | 540,502                 | 0.5        | 537,783              | 0.5        |
| Workers' compensation insurance            | 65,657                  | 0.1        | 121,407              | 0.1        |
| Employee benefits                          | 399,557                 | 0.3        | 332,376              | 0.3        |
| Total Payroll and Related Costs            | 6,087,304               | 5.1        | 5,966,420            | 5.2        |
| Advertising and promotion                  | 187,283                 | 0.2        | 171,322              | 0.2        |
| Bank charges                               | 76,499                  | 0.1        | 114,599              | 0.1        |
| Consulting fees                            | 125,195                 | 0.1        | 132,618              | 0.1        |
| Computer expenses                          | 318,405                 | 0.3        | 206,666              | 0.2        |
| Contributions                              | 194,797                 | 0.2        | 119,935              | 0.1        |
| Dues and subscriptions                     | 85,570                  | 0.1        | 68,312               | 0.1        |
| Insurance                                  | 979,975                 | 0.8        | 844,762              | 0.7        |
| Health insurance                           | 875,679                 | 0.7        | 803,877              | 0.7        |
| Office supplies and expenses               | 228,219                 | 0.2        | 242,157              | 0.2        |
| Payroll preparation service                | 478,812                 | 0.4        | 426,772              | 0.4        |
| Professional fees                          | 287,447                 | 0.2        | 232,380              | 0.2        |
| Travel and entertainment                   | 149,920                 | 0.1        | 199,984              | 0.2        |
| Telephone                                  | 150,763                 | 0.1        | 148,838              | 0.1        |
| Rent and real estate taxes                 | 814,101                 | 0.7        | 748,382              | 0.7        |
| Utilities                                  | 205,534                 | 0.2        | 191,958              | 0.2        |
| Bad debt expense                           | 458,529                 | 0.3        | 30,904               | 0.1        |
|  | <u>\$ 11,704,032</u>    | <u>9.8</u> | <u>\$ 10,649,886</u> | <u>9.5</u> |

CONFIDENTIAL



**CRUM & FORSTER**

A TALENT COMPANY

## CONSENT OF SURETY

We, the undersigned, **UNITED STATES FIRE INSURANCE COMPANY**, corporation organized and existing under the laws of the state of Delaware and authorized to do business in the State of **NY** with offices at **Morristown, New Jersey** do hereby consent and agree with **TOWN OF ORANGETOWN** that if the foregoing proposal of **CHESTNUT RIDGE TRANSPORTATION, INC** for **2021 BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP** be accepted and the contract be timely awarded and executed by **TOWN OF ORANGETOWN** we will, upon its being awarded and entered into, become surety for the said **CHESTNUT RIDGE TRANSPORTATION, INC**

In a sum not to exceed **AMOUNT BID** Dollars (\$) ) for the faithful performance of said contract.

Signed, sealed and dated this **15TH** of **APRIL, 2021**

**UNITED STATES FIRE INSURANCE COMPANY**

BY: AARON V. NOWLAND

**AARON V. NOWLAND, ATTY-IN-FACT**

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06385

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robert G. Lull, Karen Swistak, Aaron V. Nowland, Anthony M. Spina, Kimberly Leonard

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Twenty-Five Million Dollars (\$25,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



*Anthony R. Slimowicz*

\_\_\_\_\_  
Anthony R. Slimowicz, President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES 3/25/2024**  
**No. 2163686**

\_\_\_\_\_  
Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15<sup>th</sup> day of April 20 21

**UNITED STATES FIRE INSURANCE COMPANY**



*Peter M. Quinn*

\_\_\_\_\_  
Peter M. Quinn, Senior Vice President

FOR PRINCIPAL'S USE ONLY (Use Only One)

**INDIVIDUAL ACKNOWLEDGEMENT**  
Unless a Corporation

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came

\_\_\_\_\_ to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and duly acknowledged to me the execution of the same.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Notary Address*

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came

\_\_\_\_\_ to me known, who, being by me duly sworn, did dispose and say that he/she resides in \_\_\_\_\_

\_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_

\_\_\_\_\_ the corporation described in and which executed the above instruments; that he/she 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/she signed his/her name thereto by like order.

\_\_\_\_\_  
*Notary Public*

FOR SURETY USE ONLY

**SURETY ACKNOWLEDGEMENT**

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

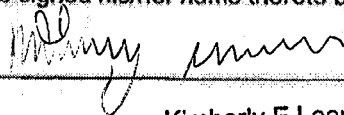
On this 15th day of April, 2021, before me personally came

Aaron V. Nowland

\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in MAHWAH, NEW JERSEY

\_\_\_\_\_ BERGEN County, that he/she is the Attorney-in-fact of

UNITED STATES FIRE INSURANCE COMPANY, and the corporation described in and which executed the above instruments; that he/she 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/she signed his/her name thereto by like order.



\_\_\_\_\_  
Kimberly E Leonard  
A Notary Public of New Jersey  
My Commission Expires July 18, 2022

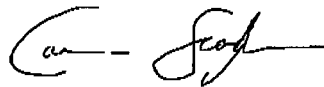
UNITED STATES FIRE INSURANCE COMPANY  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

| <u>ASSETS</u>  |                         |
|--|-------------------------|
| Bonds (Amortized Value).....   | 1,271,745,314           |
| Preferred Stocks (Market Value).....   | 12,500,000              |
| Common Stocks (Market Value).....  | 1,367,179,277           |
| Mortgage Loans (Market Value).....   | 129,482,676             |
| Cash, Cash Equivalents, and Short Term Investments.....  | 872,418,743             |
| Derivatives.....   | 22,295,392              |
| Other Invested Assets.....   | 381,854,569             |
| Investment Income Due and Accrued.....   | 10,633,412              |
| Premiums and Considerations.....   | 361,050,764             |
| Amounts Recoverable from Reinsurers.....   | 37,752,224              |
| Funds Held by or Deposited with Reinsured Companies.....                                       | 9,551,031               |
| Current Income Taxes Recoverable.....  | 99,753                  |
| Net Deferred Tax Asset.....  | 189,212,579             |
| Electronic Data Processing Equipment.....  | 2,976,676               |
| Receivables from Parent, Subsidiaries and Affiliates.....                                      | 66,045,263              |
| Other Assets.....  | 83,625,922              |
| <b>TOTAL ASSETS.....</b>   | <b>\$ 4,818,423,595</b> |
| <br><u>LIABILITIES, SURPLUS &amp; OTHER FUNDS</u>  |                         |
| Losses (Reported Losses Net of Reinsurance Ceded and Incurred<br>But Not Reported Losses)..... | 1,773,113,441           |
| Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....                           | 96,184,770              |
| Loss Adjustment Expenses.....  | 379,712,166             |
| Commissions Payable, Contingent Commissions and Other Similar Charges.....                     | 10,938,946              |
| Other Expenses (Excluding Taxes, Licenses and Fees).....                                       | 74,050,735              |
| Taxes, Licenses and Fees (Excluding Federal Income Taxes).....                                 | 19,112,482              |
| Unearned Premiums.....   | 711,160,035             |
| Advance Premium.....   | 10,524,196              |
| Ceded Reinsurance Premiums Payable.....  | 39,739,814              |
| Funds Held by Company under Reinsurance Treaties.....  | 27,831,610              |
| Amounts Withheld by Company for Account of Others.....   | 111,982,736             |
| Provision for Reinsurance.....   | 1,603,526               |
| Payable to Parent, Subsidiaries and Affiliates.....  | 11,258,344              |
| Other Liabilities.....   | 32,706,068              |
| <b>TOTAL LIABILITIES.....</b>  | <b>\$ 3,299,918,869</b> |
| Common Capital Stock.....  | 18,780,000              |
| Gross Paid In and Contributed Surplus.....   | 1,657,074,940           |
| Unassigned Funds (Surplus).....  | (157,350,214)           |
| Surplus as Regards Policyholders.....  | 1,518,504,726           |
| <b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS.....</b>                                       | <b>\$ 4,818,423,595</b> |

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.  
UNITED STATES FIRE INSURANCE COMPANY







## Application for Showmobile Use

### Showmobile Requirements

---

**Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.**

**There are two pages to this application.** Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

**Upload Certificate of Insurance \*** Bastille day 2022 Insurance Cert of Liability.pdf 153.26KB

**Before completing the Showmobile Request Form, please be aware of the following:**

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at [malbert@orangetown.com](mailto:malbert@orangetown.com).

**Additional Requirements:**

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

# Showmobile Application

## Event Information

**Event/Festival Name \*** Piermont Bastille Day

**Event Location Name \*** Piermont Ave in downtown Piermont

**Event Address \***

Street Address  
478 Piermont Avenue  
Address Line 2  
City  
Piermont  
Postal / Zip Code  
10968-1266

State / Province / Region  
NY  
Country  
US

**Setup Date & Time \*** 7/16/2022  
09:00:00 AM

**Take-Down Date & Time \*** 7/16/2022  
09:00:00 PM

**Stair Arrangement \***

Right side of stage  
 Left side of stage  
 Front of stage  
 Not Sure

**Set-up Info \***

Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

Same set-up that we had for Octoberfest 2021

**Placement \***

Pavement  
 Grass/Field  
 Other

## Applicant Information

**Applicant's Name \*** Pete Helou

**Organization Name \*** Piermont Chamber of Commerce

**Organization Address \*** P. O. Box 194

**Organization City \*** Piermont

**Organization State \*** NY

**Phone (w) \*** 8455216005

**Phone (c) \*** 8455216005

**Email \*** patricia.lukes@gmail.com

Signature\*

*Patricia Lukes*

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

\*

I accept the terms and conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2022

**PRODUCER**

THE SULES AGENCY INC  
339 N MAIN ST  
NEW CITY, NY 10954



**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE****NAIC #****INSURED**

PIERMONT CHAMBER OF COMMERCE, INC  
PO BOX 194  
PIERMONT, NY 10968-0194

|   |       |       |
|---|-------|-------|
| INSURER A: State Farm Fire and Casualty Company | 25143 | 25143 |
| INSURER B:                                      |       |       |
| INSURER C:                                      |       |       |
| INSURER D:                                      |       |       |
| INSURER E:                                      |       |       |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                    |              |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|---|--------------|
| A        | X           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BUSINESS<br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 98-CR-M818-1  | 11/24/2021                       | 11/24/2022                        | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |             |  |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          |             |  |               |                                  |                                   | MED EXP (Any one person)                  | \$ 10,000    |
|          |             |  |               |                                  |                                   | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |             |  |               |                                  |                                   | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |             |  |               |                                  |                                   | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |             |  |               |                                  |                                   | BODILY INJURY (Per person)                | \$           |
|          |             |  |               |                                  |                                   | BODILY INJURY (Per accident)              | \$           |
|          |             |  |               |                                  |                                   | PROPERTY DAMAGE (Per accident)            | \$           |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT                   | \$           |
|          |             |  |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC              | \$           |
|          |             |  |               |                                  |                                   | AGG                                       | \$           |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE                           | \$           |
|          |             |  |               |                                  |                                   | AGGREGATE                                 | \$           |
|          |             |  |               |                                  |                                   |   | \$           |
|          |             |  |               |                                  |                                   |   | \$           |
|          |             |  |               |                                  |                                   |   | \$           |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | WC STATU-TORY LIMITS                      | OTH-ER       |
|          |             |  |               |                                  |                                   | E.L. EACH ACCIDENT                        | \$           |
|          |             |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |             |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |             | <b>OTHER</b>   |               |                                  |                                   |   |              |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Event: July 16, 2022 - Village of Piermont (Bastille Day)  
Additional Insured: Town of Orangetown

**CERTIFICATE HOLDER**

Orangetown Town Hall  
26 Orangeburg Rd  
Orangeburg, NY 10962

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
JOHN F. SULES

*John F. Sules*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2022

**PRODUCER**  
 THE SULES AGENCY INC  
 339 N MAIN ST  
 NEW CITY, NY 10954



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 PIERMONT CHAMBER OF COMMERCE, INC  
 PO BOX 194  
 PIERMONT, NY 10968-0194

|   |       |       |
|---|-------|-------|
| INSURER A: State Farm Fire and Casualty Company | 25143 | 25143 |
| INSURER B:                                      |       |       |
| INSURER C:                                      |       |       |
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| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                    |              |
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| A        | X           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BUSINESS<br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 98-CR-M818-1  | 11/24/2021                       | 11/24/2022                        | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |             |  |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
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|          |             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
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|          |             |  |               |                                  |                                   | BODILY INJURY (Per accident)              | \$           |
|          |             |  |               |                                  |                                   | PROPERTY DAMAGE (Per accident)            | \$           |
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|          |             |  |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC              | \$           |
|          |             |  |               |                                  |                                   | AGG                                       | \$           |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE                           | \$           |
|          |             |  |               |                                  |                                   | AGGREGATE                                 | \$           |
|          |             |  |               |                                  |                                   |   | \$           |
|          |             |  |               |                                  |                                   |   | \$           |
|          |             |  |               |                                  |                                   |   | \$           |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | WC STATUTORY LIMITS                       | OTHER        |
|          |             |  |               |                                  |                                   | E.L. EACH ACCIDENT                        | \$           |
|          |             |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |             |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |             | <b>OTHER</b>   |               |                                  |                                   |   |              |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Event: July 16, 2022 - Village of Piermont (Bastille Day)  
 Additional Insured: Town of Orangetown

**CERTIFICATE HOLDER**

Piermont Village Hall  
 478 Piermont Ave  
 Piermont, NY. 10968

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE  
 JOHN F. SULES

*John F. Sules*

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## Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at [malbert@orangetown.com](mailto:malbert@orangetown.com) no later than 48 hours prior to the event.

### Event Information

---

**Event Name \*** Piermont Bastille Day

**Event Location Name \*** Piermont Ave - Downtown Piermont

**Event Address \***

Street Address  
478 Piermont Ave  
Address Line 2

City State / Province / Region  
Piermont NY

Postal / Zip Code Country  
10968 USA

**Event Start Date \*** 7/16/2022  
09:00:00 AM

**Event End Date \*** 7/16/2022  
09:00:00 PM

**Set-up Info \*** Please describe the exact location the units should be placed on the event site  
Behind snowmobile at corner of P{Piermont Ave and Gair St (same location as we had for Octoberfest 2021)

**Number of regular units required \*** 5

**Number of ADA units required \*** 1

**Total Number of units required \*** 6

### Applicant Information

---

**Applicant First Name \*** Pete

**Applicant Last Name \*** Helou

**Organization Name \*** Piermont Chamber of Commerce



**Organization Not For Profit? \***  Yes  
 No

**Organization Address \***

Street Address

P. Box 194

Address Line 2

City

Piermont

Postal / Zip Code

10968

State / Province / Region

NY

Country

USA

**Phone (w) \***

8455216005

**Phone (c) \***

8455216005

**Email \***

patricia.lukes@gmail.com

**Certificate of Insurance \***

Bastille day 2022 Insurance Cert of Liability.pdf 153.26KB

Certificate must list the Town of Orangetown as additional Insured

**Signature \***



*Patricia Lukes*



## Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at [malbert@orangetown.com](mailto:malbert@orangetown.com) no later than 48 hours prior to the event.

### Event Information

---

**Event Name \*** Pearl River July Fourth Celebration

**Event Location Name \*** Pearl River Central Avenue Field

**Event Address \***

Street Address  
70 East Central Avenue  
Address Line 2

City Pearl River State / Province / Region NY

Postal / Zip Code 10965 Country United States

**Event Start Date \*** 7/4/2022  
06:00:00 AM

**Event End Date \*** 7/4/2022  
11:59:00 AM

**Set-up Info \*** Please describe the exact location the units should be placed on the event site  
Along Fence on West Side of the Park in the middle of the field.

**Number of regular units required \*** 4

**Number of ADA units required \*** 2

**Total Number of units required \*** 6

### Applicant Information

---

**Applicant First Name \*** Stephen

**Applicant Last Name \*** Munno

**Organization Name \*** Pearl River Park and Activity Committee, Inc.

**Organization Not For Profit? \***  Yes  
 No

**Organization  
Address \***

Street Address

P.O. Box 1216

Address Line 2

City

Pearl River

Postal / Zip Code

10965

State / Province / Region

NY

Country

United States

**Phone (w) \***

845-359-6500

**Phone (c) \***

845-391-9401

**Email \***

smunno@orangetown.com

**Certificate of  
Insurance \***

Certificate of Insurance.pdf

94.49KB

Certificate must list the Town of Orangetown as additional Insured

**Signature \***

A rectangular box containing a handwritten signature in cursive script that reads "Stephen Munno".

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 6/23/2022  
**CC:** DEPARTMENT HEADS



---

The audit for the Town Board Meeting of 6/28/2022 consists of 2 warrants for a total of \$854,244.05.

The first warrant had 17 vouchers for \$100,953 and had the following items of interest.

1. Crown, Castle Fiber (p1) - \$12,940 for connectivity.
2. NYPA (p3) - \$21,790 for LED streetlight project.

The second warrant had 148 vouchers for \$753,290 and had the following items of interest.

3. Applied Golf (p5) - \$153,259 for Blue Hill management contract.
4. Applied Golf (p1) - \$61,037 for Broadacres management contract.
5. Capital Market Advisors (p10) - \$27,000 for fiscal agent fees for bond issuance.
6. Capasso & Sons (p11) - \$80,031 for recycling.
7. De Lage Landen (p13) - \$15,908 for golf cart leases.
8. East Coast Emergency Lighting (p15) - \$8,331 for Parks lighting.
9. Gentach Limited (p16) - \$17,305 for sewer pump station repairs.
10. Keane & Beane (p24) - \$16,548 for outside legal counsel.
11. Koester Associates (p25) - \$27,375 for emergency repairs Nyack PS.
12. Kuehne Chemical Co. (p25) - \$7,423 for sewer chemicals.
13. Munis (p28) - \$64,863 for Payroll software.
14. Orrick, Herrington & Sutcliffe (p30) - \$24,275 for bond counsel.
15. Rebuild – it Services (p34) - \$124,922 for rebuilding trickling filter (bonded).
16. Recycle Away (p34) - \$5,735 for recycling containers.

17. Rockland County Solid Waste Management (p37) - \$5,752 for solid waste removal.
18. Ron's Quality Automotive (p38) - \$5,776 for auto repairs.
19. Tilcon NY (p46) - \$24,660 for Highway materials.

Please feel free to contact me with any questions or comments.

Jeffrey W. Bencik, CFA

845-359-5100 x2204

**WARRANT**

---

| Warrant Reference                     | Warrant # | Amount        |
|---------------------------------------|-----------|---------------|
| Approved for payment in the amount of |           |               |
|                                       | 061022    | \$ 100,953.55 |
|                                       | 062822    | \$ 753,290.50 |
|                                       |           | \$ 854,244.05 |

The above listed claims are approved and ordered paid from the appropriations indicated.

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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---

Councilman Gerald Bottari

---

Councilman Paul Valentine

---

Councilman Thomas Diviny

---

Councilman Brian Donohue

---

Supervisor Teresa M. Kenny