

**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:”

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|-----------------------|---|
| <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 & Apartments</u> |
| <u>SN R-O</u> | <u>South Nyack Residential Professional Office</u> |
| <u>SN RG-OA</u> | <u>South Nyack Residential, General & Professional Office & Sale of Arts, Crafts & Antiques</u> |
| <u>SN B-1</u> | <u>South Nyack Local Retail Business</u> |
| <u>SN RGLSO</u> | <u>South Nyack Residential General & Limited Service & Professional 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:

§ 3.13. Hamlet of South Nyack Table of Use, Bulk, & Parking Requirements.³ 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.”

³ 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. Place of Worship.

(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.

§ 18.25. General and professional offices, funeral parlors and sale of arts, crafts and antiques in RG-OA Districts.

(1) The office and/or retail use shall not occupy more than two floors of a building.

(2) Off-street parking shall be wholly provided in the rear and/or one side yard, behind the front building line, and shall be screened from adjoining properties.

§ 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

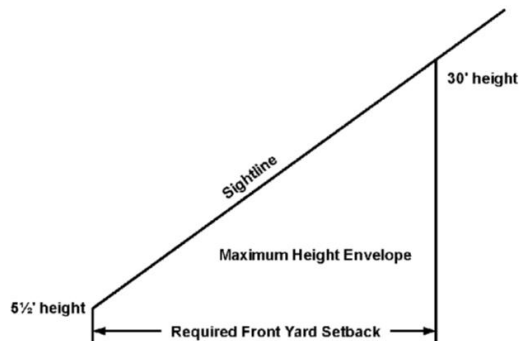


Figure 1. Maximum Building Height Envelope for Front Yard Setback Variance.

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.

§ 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 (Column applies across District) | Use Type | Parking |
|--|---|----------|-----------------------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------------------|---|------------------------|---|
| | | | | | Front | Rear | Side, 1 | Side, Both | Stories | Feet (a) | Feet (b) | | | |
| SN-R-4A ONE-FAMILY HISTORIC RESIDENCE | 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 Appeal
(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 (Column applies across District) | Use Type | Parking |
|------------------------------------|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|--|----------|--|
| | | | Area 1 | Area 2 | Frontage (feet) | | Front | Rear | Side, 1 | Side, Both | Stories | Feet (a) | Feet (b) | | | |
| SN-R-18 ONE-FAMILY 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 | R-18 Unless otherwise provided below, at least 1 parking space for each 2.0 spaces per dwelling unit 200 SF of gross floor area but not less than 1 space for each 6 students, where provided ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way 1 space per 4 students 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided, plus 1 per dwelling 200 SF of gross floor area Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board full-time staff member plus 1 space for each classroom 1 space for each 300 SF of gross floor area 1 space per 4 students - |
| | Public school | P | 18,000 square feet | 18,000 square feet | 100 | 38 | 35 | 30 | 20 | 40 | 3 | 30 | 36 | Private boathouse | PA | |
| | 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 | |
| | 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 | |
| | 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 | |
| | 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 | |
| | 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 | |
| | 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 | | | |
| | 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 | | | |
| | 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 | | | |
| Permitted accessory structures | PA | | | | | | 90 | 15 | 10 | 20 | 1 | 15 | 15 | | | |
| SN-R-12 ONE-FAMILY 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 | R-12 2.0 spaces per dwelling unit 200 SF of gross floor area but not less than 1 space for each 6 students, where provided ½ dwelling unit, but not less than 5 spaces, of which not more than 2 shall be visible to the public way 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided 200 SF of gross floor area Reasonable and appropriate off-street parking requirements for structures and land use, based on other similar categories, shall be determined by the Planning Board. full-time staff member plus 1 space for each classroom 1 space for each 300 SF of gross floor area 1 space per every 3 boats associated with the club |
| | Public school | P | 12,000 square feet | 18,000 square feet | 100 | 45 | 35 | 25 | 15 | 35 | 3 | 30 | 36 | Private boathouse | PA | |
| | 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 | |
| | 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 | |
| | 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 | |
| | 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 | |
| | 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 | |
| | 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 | | | |
| | 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 | | | |
| | 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, §.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 (Column applies across District) | Use Type | Parking | |
|---|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|--|----------|---------|---|
| | | | Area 1 | Area 2 | Frontage (feet) | | Front | Rear | Side, 1 | Side, Both | Stories | Feet (a) | Feet (b) | | | | |
| SN-R-12HC CLUSTER SUBDIVISION | 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 Plat) of the Final Subdivision Plan for 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. | | | | | | | | | | | | | | | | |
| SN-R-12H HILLSIDE RESIDENTIAL Within the RG-SH/R-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. | 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 |
| | 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 § 18.3.
* = 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 (Column applies across District) | Use Type | Parking |
|--|--|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------------|----------|----------|---|----------|--|
| | | | Area 1 | Area 2 | Frontage (feet) | | Front | Rear | Side, 1 | Side, Both | Stories | Feet (a) | Feet (b) | | | |
| SN-RG-8H HILLSIDE RESIDENTIAL 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 | Unless otherwise provided below, at least 1 parking space for each 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 | | | - |
| SN-RG-6 GENERAL RESIDENTIAL | 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 full-time staff member plus 1 space for each classroom |
| | 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 | | | 1 space for each 300 SF of gross floor area |
| | 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 | | | - |
| 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 (Column applies across District) | 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 | 2.0 spaces per dwelling unit |
| | Public school | P | 4,000 square feet | 8,000 square feet | 40 | 55 | 20 | 20 | 10 | 20 | 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 | 4,000 square feet | 8,000 square feet | 40 | 55 | 20 | 20 | 10 | 20 | 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 | 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 | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided, plus 1 per dwelling |
| | 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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(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 proposed floor area expansion in excess of 50%
(Must meet minimum lot area requirement after application of the slope formula, § 18.3.
* = 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 (Column applies across District) | 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 | 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 | |
| | 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 | 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 | | 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 | |
| | 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 | | |
| | 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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(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 proposed floor area expansion in excess of 50%
(Must meet minimum lot area requirement after application of the slope formula, §18.3.
* = 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 (Column applies across District) | Use Type | Parking |
|---|---|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|---|----------|---|
| | | | Area 1 | Area 2 | Frontage (feet) | | Front | Rear | Side, 1 | Side, Both | Stories | Feet (a) | Feet (b) | | | |
| SN-R-O RESIDENTIAL PRO-FESSIONAL 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 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 proposed floor area expansion in excess of 50%
 (Must meet minimum lot area requirement after application of the slope formula, § 18.3.
 * = 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 (Column applies across District) | Use Type | Parking | |
|---|--|----------|--------------------|--------------------|-----------------|--------------------------|----------------------|------|---------|------------|----------------|----------|----------|---|----------|---|--|
| | | | Area 1 | Area 2 | Frontage (feet) | | Front | Rear | Side, 1 | Side, Both | Stories | Feet (a) | Feet (b) | | | | |
| SN-RG-OA RESIDENTIAL, GENERAL AND PROFESSIONAL OFFICE AND SALE OF ARTS, CRAFTS 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 | RG- OA | Unless otherwise provided below, at least 1 parking space for each 2.0 spaces per dwelling unit |
| | Public school | P | 10,000 square feet | 20,000 square feet | 80 | 40 | 25 | 50 | 15 | 30 | 2 | 25 | 25 | 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 | 10,000 square feet | 20,000 square feet | 80 | 40 | 25 | 50 | 15 | 30 | 2 | 25 | 25 | Private swimming pool | 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 | 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 | 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 § 18-25 | P | 10,000 square feet | 20,000 square feet | 80 | 40 | 25 | 50 | 15 | 30 | 2 | 25 | 25 | Children's playhouse | PA | 1 space for each 300 SF of gross floor area | |
| | 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 per 4 students | |
| | 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 | 200 SF of gross floor area but not less than 1 space for each 5 seats, where provided, plus 1 per dwelling unit | |
| | 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 LOCAL RETAIL 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 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 | |

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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 proposed floor area expansion in excess of 50%
(Must meet minimum lot area requirement after application of the slope formula, §18.3.
* = 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 (Column applies across District) | 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 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 | | | | |

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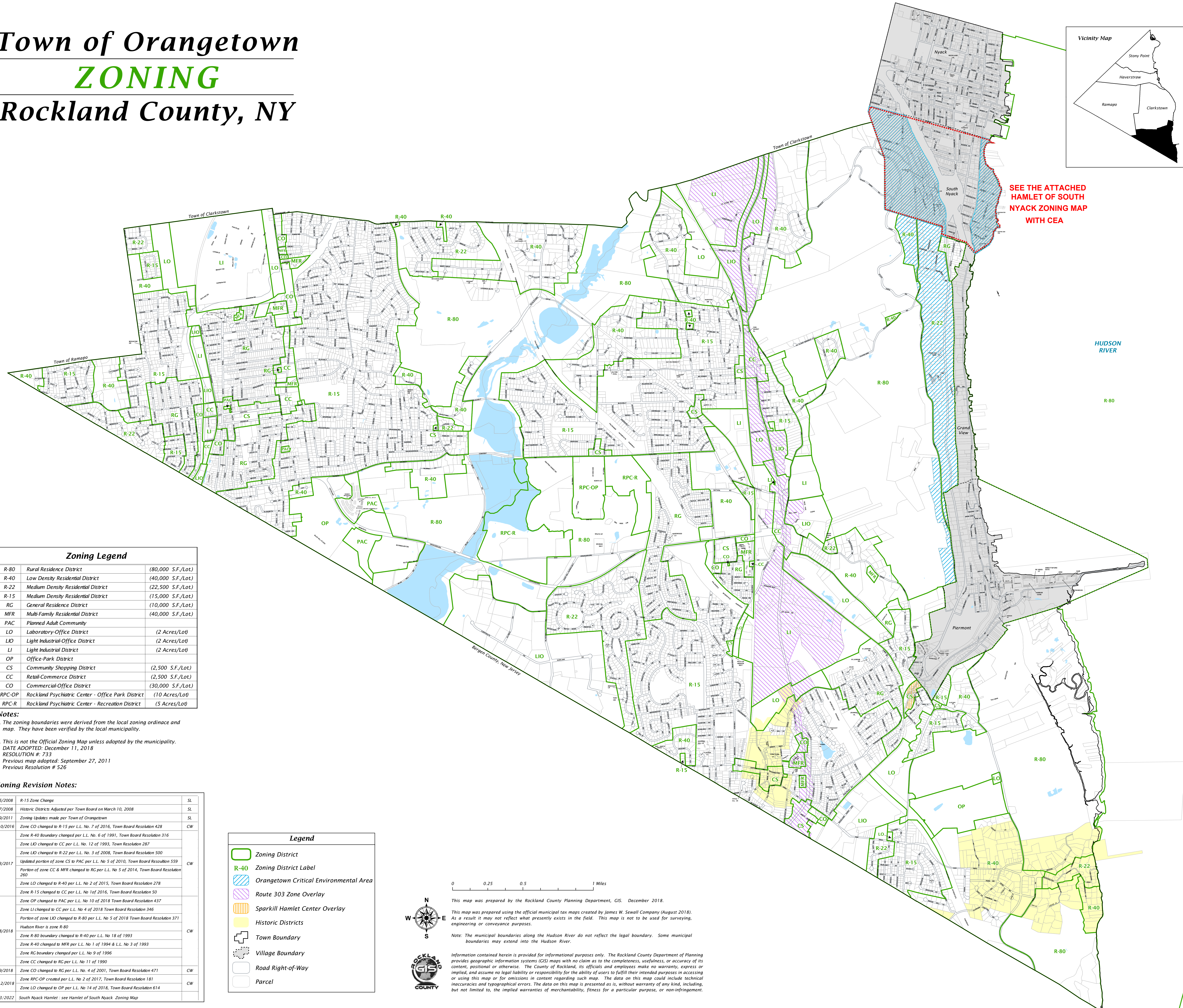
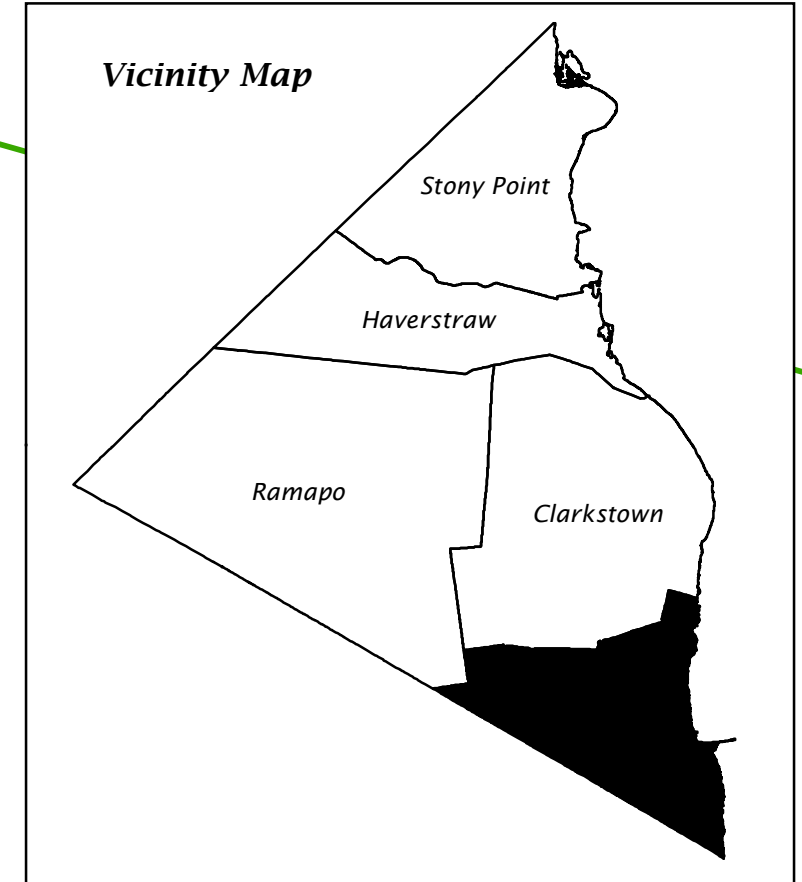
Maximum Building Height Applicability:
Maximum building height shall be the lesser of the number of stories or Feet (a) for flat roofs or Feet (b) for all other roof types.

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

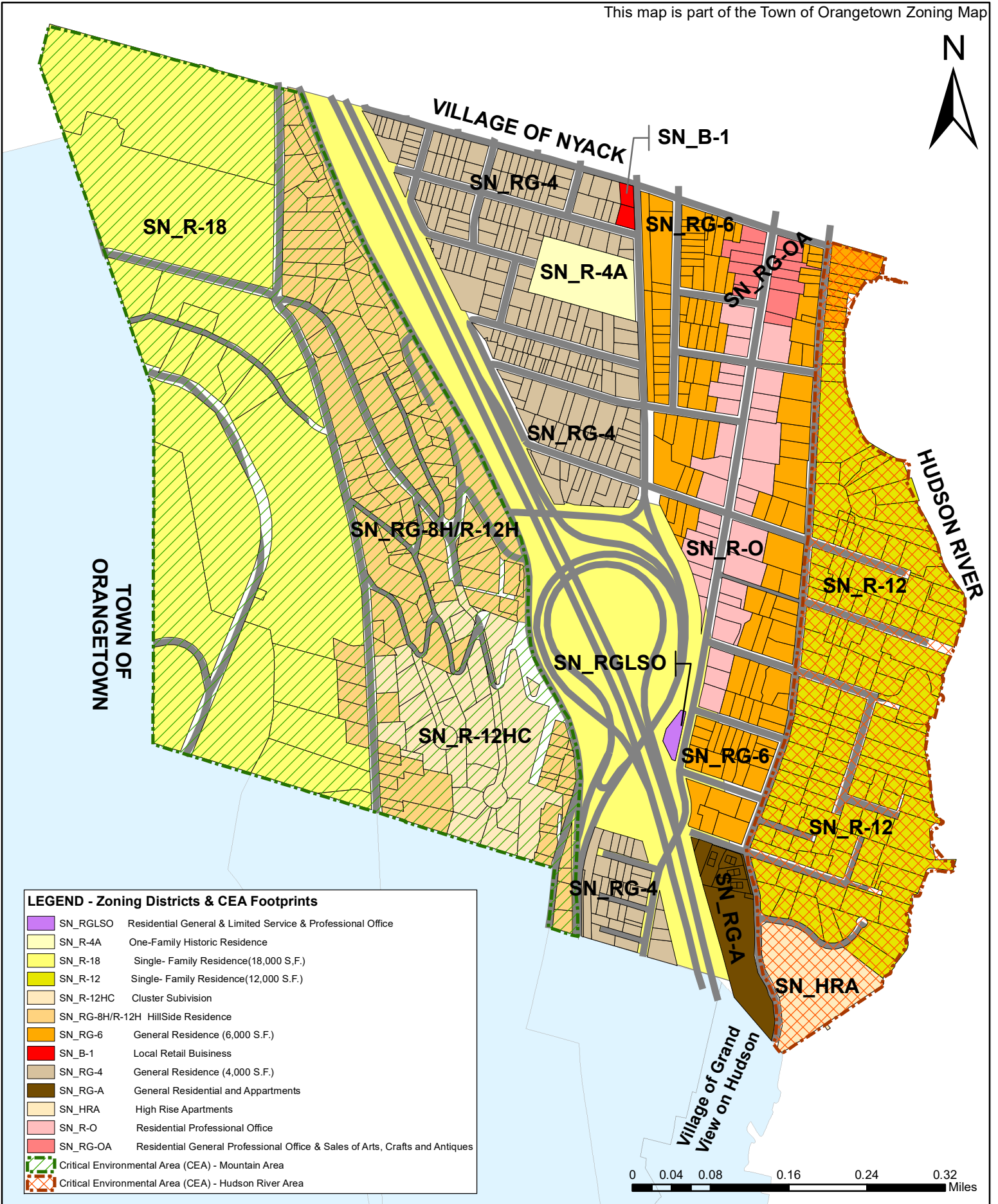
- Zoning District
- R-40 Zoning District Label
- Orangetown Critical Environmental Area
- Route 303 Zone Overlay
- Sparkill Hamlet Center Overlay
- Historic Districts
- Town Boundary
- Village Boundary
- Road Right-of-Way
- Parcel

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.

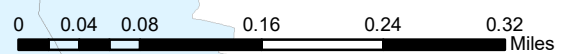
Note: The municipal boundaries along the Hudson River do not reflect the legal boundary. Some municipal boundaries may extend into the Hudson River.

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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

MEMORANDUM

TO: Town of Orangetown Town Board

CC: Hybrid Zoning Committee

FROM: Laberge Group

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

DATE: August 15, 2022

This Local Law will 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. This location is now directly part of the Town due to formal dissolution of the former Village earlier this year.

This memo recommends responses to items in the General Municipal Law Review (GML 239 L & M) by the Rockland County Department of Planning in the attached 4-page, May 12, 2022 letter referenced by the County as O-2442. The 16 items below address comments under “Recommend the Following Modifications” heading in the County’s letter, on its pages one through three. Furthermore, this letter addresses other public comments received in oral and written form during the hearing, so there are also suggested responses for them woven in.

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

- 1) There has been consideration to sustain and include Run-Off Critical Environmental Area (CEA) on Orangetown’s Zoning Map. Reasons why the Run-Off CEA is not proposed to continue are:
 - A. The whole former Village was designated as some type of CEA. Assigning the whole Village and especially this subarea as CEAs establishes a complex and rigorous zoning framework. It causes any development, even actions like constructing sheds, to receive Planning Board site plan review. It does not seem every single land use should be subject to this level of scrutiny. There are roughly equivalent development densities in places like Pearl River that are not regulated as in this fashion or as intensely. It is believed there can be development provided for, in this area, without potential for an adverse impact, if the SEQRA framework is adjusted as proposed. This is especially the case in terms of smaller-scale, incremental residential development. The rationale for saying this is that this form of land use is needed since the region seems to be experiencing major housing needs and shortages. It seems reasonable not to retain the CEA designation for the whole hamlet footprint. The predominant use type in the former village is residential, and it is noted that per SEQRA regulations, residential one and two family structures are generally classified as Type II (exempt) per SEQRA, so there is a body of evidence supporting an assumption these can be provided land use and building regulation without a need for SEQRA review in all parts of the Village.
 - B. Retaining this CEA could slow growth in a location suitable for infill. It is suggested that having an added layer of land use review bureaucracy would not achieve a more beneficial management of potential impacts. One reason is because there are not specific standards, or much guidance in this CEA’s text. Moreover, the

Town already regulates stormwater in qualifying developments per Town Code Chapter 30C Stormwater Management. Also, the proposed Town smart growth comprehensive plan recommends in its Parks & Open Spaces, Sustainability & Climate Resiliency section, March 28, 2022, in Recommendation #4, p6-1, developing guidelines for stormwater discharges from construction activities in order to reduce pollutants in runoff from construction activities that disturb 5,0000 square feet or more. Standards like these are focused and would be uniformly applicable, meaning they probably will be easier to administer.

- C. NY State SEQRA regulations provide individual agency procedures to implement SEQR at 6 NYCRR 617.14. Its (g)(1) establishes that to be designated as a CEA, an area must have exceptional or unique character. Recognizing the environmental character and context of this location and its existing built form, it is reasonable to recommend there does not seem to be highly unique features here compared with places like the Hillside CEA, which is proposed to be retained as a CEA.

It is acknowledged at some point since August 2, 2022, documentation now resides on the hamlet CEAs directly on NY State DEC's website at <https://www.dec.ny.gov/permits/6184.html>.

The above comments, it is recommended, also provide a sufficient rationale for addressing related public comments on this aspect of law made by Shane Kite (July 12, 2022) and Andrew Goodwillie and Jerry Ilowite (July 10).

- 2) The reason why a smaller footprint Hudson River CEA is proposed on Orangetown's Zoning Map is:
 - A. For generally the same reason as in #1, this CEA was reduced in area. It is recommended that it seems relatively more important to focus on potential for identifying and avoiding severe potential impacts from building within the area closest to the actual Hudson River shoreline.
 - B. Given the Town's regulatory framework, we recommend another reason why this CEA should be reduced in area is to not overly restrict one or two family residential growth. It is the case throughout most of the rest of the Town that this type of residential building can occur by-right.

The above comments, also provide a rationale for addressing related public comments on this aspect of law made by Shane Kite (July 12, 2022) and Andrew Goodwillie and Jerry Ilowite (July 10).

- 3) This proposed Local Law is focused on a footprint encompassing the former Village of South Nyack. It is recommended there are not resources allocated for planning other parts of Orangetown directly in conjunction with this initiative. There is concurrent Town-wide sustainable planning to update the 2004 Orangetown Comprehensive Plan. As the legislative body that will consider Comprehensive Plan adoption, the Town Board may use that process to decide whether other portions of the Town may be considered for designation as CEAs.
- 4) The term noted as incorrectly labeled is changed to "Swimming Pool Structure" in the local law, so it is corrected. The whole definition from the former Village Zoning for "Swimming Pool" has been placed in the local law as applicable to the new hamlet where the former Village was.
- 5) A recommended response to this multipart and at times general comment is as follows:
 - A. See pools treatment in #4.
 - B. Text from §330-18. 'Use of water rights', is not codified exactly the same way as previously, but its whole substance is included in 10.22 'Permits', 10.223(g) amendments for [2.] Hudson River CEA. See its [2.][d.] Development Criteria and [2.][b.]Application subsection i.
 - C. For 'Protection from glare', it is recommended there are functionally equivalent protective lighting regulations already existing in the Town which would be applicable.

- D. For ‘Parking of commercial vehicles’ it is suggested there are functionally equivalent protective standards covering such activity already existing in the Town which would be applicable.
- E. General and professional offices, funeral parlors and sale of arts, crafts and antiques in RG-OA Districts was added as §18.25 and a typographic reference to it in the Use Schedule in the local law is upgraded.
- F. The effort at-hand has an objective to blend two distinct zoning codes so it is not necessary to regulate using two separate codes simultaneously. It is suggested the approach used selects important performance standards and retains them as applicable to the Village. Yet, it is also suggested it is reasonable to work towards blending the codes, rather than having a large body of hard to manage criteria separately applicable only to this hamlet. Thus, the law was developed with an effort to minimize the amounts of inconsistent regulations. For the following regulations and activities it is recommended there are already functionally equivalent standards in the Town which would be applicable and adequate. As indicated under particular items as follows, the addition rationales and alternative treatments are proposed:
- a. Screening of mechanical equipment on the roof of a structure;
 - b. Trailers and recreational vehicles;
 - c. The Fences standard in the Town (§5.226) regulate at heights over 4.5 feet, while the Village did so at 3.5 feet. It is not considered advisable to use two different but relatively similar standards. Likewise, it was confirmed by the staff in the Town Office of Building, Zoning, Planning Administration & Enforcement that retaining walls are regulated in a generally similar way.
 - d. Business and School hours of operation
 - e. Graffiti
 - f. Discarded materials
 - g. The Village had a solid waste receptacle standard. It is suggested rather than have a standard for this in Town Zoning, it is instead recommended to add an equivalent standard into the Property Management Code in order to cover residential multifamily housing of three or more units.
 - h. Home occupations – While there were specific regulations in the Village, it seems the Town’s definition is adequate. Users can site these type uses. While the Town standard may seem restrictive, holding to it can help sustain residential character and underpin a vibrant nonresidential real estate market and prompt successful, growing businesses to move to and occupy nonresidential zones and spaces, rather than operating in and potentially impacting residential neighborhoods.
 - i. External Equipment Noise Limit – It is suggested it is not feasible to adopt this standard. One reason is the former village standard limiting audible levels would be hard to enforce. It was indicated by Town Codes staff that one problem is that in some locations in the hamlet existing ambient background noise levels already exceed the standards. Also, the Town does not use site plan review to regulate one and two family housing and enforcement staff is not typically involved in regulating residences for factors like this.
 - j. Community residence facilities
 - k. Renting of rooms – It is recommended this probably is not a type of use the Town leaders may want to entertain. We make this suggestion based on dialog with the hamlet Zoning Committee. If there is potential interest in enabling this type use, this could be a type of topic to refer to the zoning implementation undertaken in conjunction with the Townwide master planning.
 - l. Merger of lots – There is not a clear rationale for the intent or purpose of this standard. It is not clear why these were organized in a fashion to prohibit consolidation of some larger lots. Since the Town has mostly functional equivalent standards in its code, this is not suggested to advance.
 - m. 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 under that future process of updating the whole comprehensive zoning law.

The above comments, also provide a rationale for addressing related public comments on aspects of law made by Andrew Goodwillie and Jerry Ilowite (July 10).

- 6) It is suggested there are roughly equivalent standards regulating hours of operation for nonresidential uses like this in the Town. Moreover, nonresidential uses in the Town are provided site plan approval, so on a case basis there is an opportunity to add stipulations that reasonably limit the hours of operation in South Nyack Hamlet's sub-zones for that set of uses. Thus, it is not recommended to carry over these regulations. It is contemplated that existing Town general standards in Zoning and in the Town Code would be sufficient. Also, in 18-23 basic sign regulation standards for the Hamlet have been added into the proposed local law.

The above comments, also provide a rationale for addressing related public comments on aspect of law made by Andrew Goodwillie and Jerry Ilowite in a July 10, 2022 letter.

- 7) The typographic error was addressed with clarification provided in the codification of the proposed local law.
- 8) There was reconsideration of restoring items identified.
 - A. It is recommended that in existing Town codes there exist equivalent regulations to the 'Obstructions to vision at street intersections' standard, so it is deemed unnecessary to sustain the village criterion.
 - B. Side yard adjustment for lots providing more than minimum required street frontage is considered to be a difficult to regulate standard, so it is not recommended to sustain it. There can be monitoring of land use performance and regulation. This can inform a future consideration as to whether to potentially establish such regulations. 'Bulk requirements applicable to places of worship' were put back into the proposed local law, at §18.24.

The above comments, also provide a rationale for addressing related public comments on aspect of law made by Roger Seiler on July 1, 2022 in an email and Andrew Goodwillie and Jerry Ilowite in a July 10, 2022 letter.

- 9) It is recommended there is consideration to make the stated change; however, there is also a suggestion not to effectuate it, but instead use the established framework available in 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 substitution of phrase was also applied in §18.44.
- 10) The 300 feet of river frontage standard was added into §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 is not recommended to be carried forward. Doing so aids consistency of districts regulation. Understanding is there are not any existing B&B uses; yet, if one(s) are lawfully established, non-conforming use regulations would be applicable.
- 12) In the proposed law, there was an adjustment in applicable code standards – see §18.41 and applicable schedule components in §3.13, 43 Attachment 19.1-19.9. The former framework is generally sustained for the hamlet. The rationale for not following the County comment is a special permit review process is retained that jibes with the former Village framework.

On July 1, 2022 Roger Seiler wrote that the former Village law was incomplete, that a fuller regulatory framework was never fully adopted, and the commentor requested removing this. However, it is the recommendation of the Zoning Committee that the arrangement provided establishes a regulatory framework, including which can be refined and built upon.

- 13) Some basic supplemental regulations drawn from South Nyack's former zoning are now provided in proposed §18.23 and are meant to serve until such time as there may be a decision to upgrade sign standards.
- 14) It is recommended all of the Village's Article X standards must not remain in place. It is suggested functionally equivalent aspects of the Code of the Town, including in its general zoning standards, can be reasonably used to generally and safely regulate the layout and alteration of off-street parking, loading facilities, and driveways, when criteria for regulating these attributes are not already provided for in this proposed law. Similarly, it is suggested that functionally equivalent Town standards exist which can be used to regulate topics like but not only including surface treatments of driveway/ curb cuts, associated drainage, and management of lines of sight, and avoidance of obstructions to rights of way. It is suggested the Town should monitor how parking and access regulation in the hamlet area goes using the Town standards. This can help inform whether and how to refine or upgrade these type standards. It is registered that dimensional and performance regulations may in the future need upgrades to deal with topics unique to the hamlet area, like for loading and aisle widths.

The above comments, also provide a rationale for addressing related public comments on aspect of law made by Andrew Goodwillie and Jerry Ilowite in a July 10, 2022 letter.

- 15) As noted, the Town is establishing its own at least temporary regulating standards for South Nyack and these could apply for a reasonably foreseeable future. It is acknowledged that a coverage standard may be a useful way to aid in the management and regulation of Town ambiance and environmental quality. However, it is recommended that the Townwide comprehensive planning and zoning implementation that could go along with it would seem to be a more appropriate process to use for identifying desired zoning performance changes, like for a lot coverage standard. Perhaps the application of these standards in this hamlet by Town land use bodies and Town staff and agents can provide insight about the organization of coverage regulations in other Town Zoning Districts.
- 16) The recommendation for an override is based on the fact that a best effort was made to identify entities to engage in this regulatory process. Parties were also notified of proceedings through other notification steps, including publication of the notice of hearing on this zoning change.

OTHER PUBLIC COMMENTS

- 17) On July 1, 2022 Roger Seiler wrote wondering whether the definition of Deck should be included or if it is covered by the Town definition for Structure. It is recommended that the latter is the case.
- 18) On July 1, 2022 Roger Seiler wrote that there was omission of the Nonconforming Use Permit standards. It is recommended there is not a specific need for a regulation for this. There is functionally equivalent regulation in the Town. Definitive records from the former Village were retained. There is Town staff understanding as to which properties this applies to.
- 19) On July 1, 2022 Roger Seiler advocated for sustaining the telecommunications tower provisions in the Village; yet, multiple aspects of the law in the Town are directly the same as the text in the former Village. It is recommended that there is functional equivalence of regulation and these standards need not be retained. Uses with valid permits would continue.
- 20) Andrew Goodwillie's and Jerry Ilowite's July 10, 2022, letter, page 3, suggest any use not listed for a district shall be deemed prohibited; yet, it is recommended such a prohibition already exists in the Town's law.

- 21) Andrew Goodwillie's and Jerry Ilowite's July 10, 2022, letter, page 6, advocates for retaining the 330-34.F 'Cluster development standard'. It is recommended that NY State Town Law enables communities to provide flexibility to cluster; it is recommended specific new standard is not needed in the Town Zoning.
- 22) Andrew Goodwillie's and Jerry Ilowite's July 10, 2022, letter, page 7, suggests a role for the ZBA in the appeals of variances. It is recommended that this would not fit well with the review processes in the Town. It could be legally challenging to administer, could be applied inconsistently, and could add significantly to record keeping.
- 23) Per Andrew Goodwillie's and Jerry Ilowite's July 10, 2022, letter, page 8, there was clarification in the Bulk Tables/ schedules with a note added to identify that accessory permitted uses in each particular zone apply to all principal uses in it.

CONCLUSION

It is noted there was one piece of correspondence also 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 while this is valuable background information on this location, there is not specific commentary in the correspondence on the proposed "Hybrid Zoning". It is our recommendation that no action is needed to contemplate that content.

We look forward to any questions or comments. Town staff was supplied with an adjusted 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.

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 | | |
| i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">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 <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

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? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 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 (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ 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.
 i. During Construction:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____
 ii. During Operations:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____

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: _____

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: _____

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: _____ _____ | | | |

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

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:

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:

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: _____

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: _____

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: _____ _____ _____ | |
| n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres | |
| 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____ | |
| 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____ | |
| q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____ | |
| E.3. Designated Public Resources On or Near Project Site | |
| 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____ | |
| b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____ | |
| d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <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? <input type="checkbox"/> Yes <input type="checkbox"/> No</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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</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? <input type="checkbox"/> Yes <input type="checkbox"/> No</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? <input type="checkbox"/> Yes <input type="checkbox"/> No</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? <input type="checkbox"/> Yes <input type="checkbox"/> No</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.

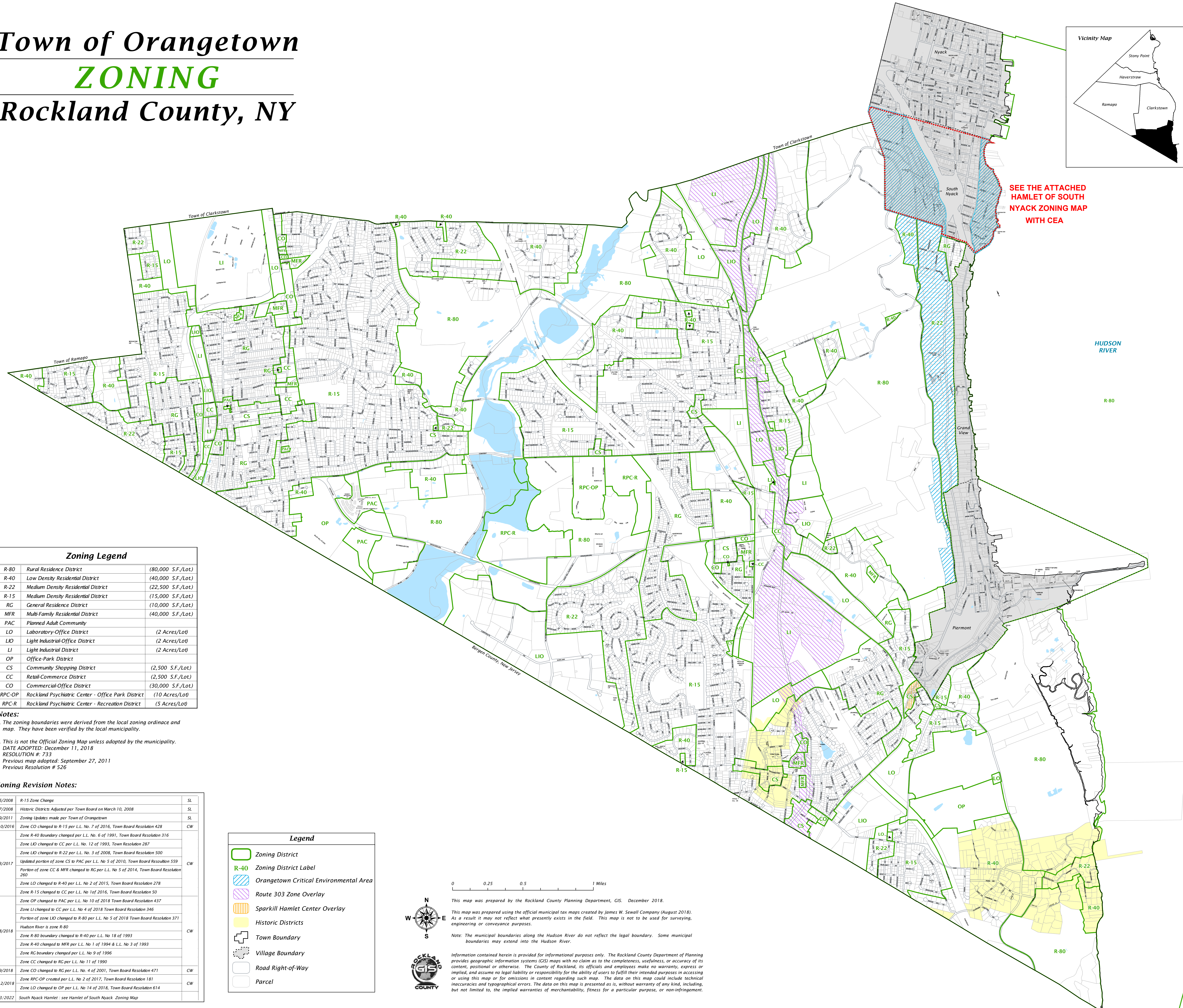
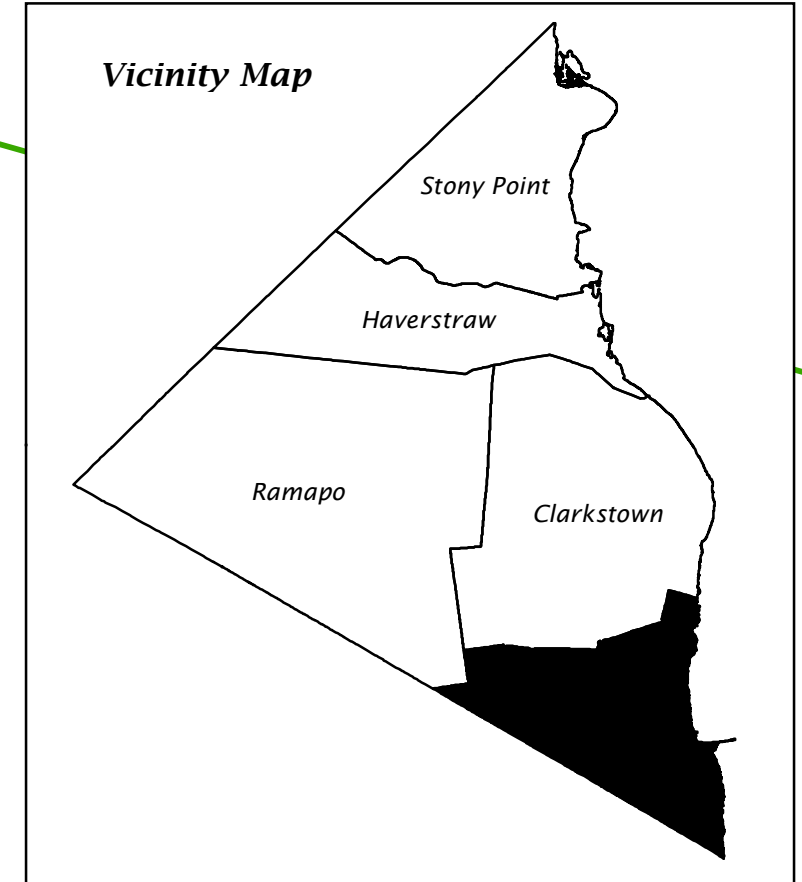
Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

Town of Orangetown

ZONING

Rockland County, NY



SEE THE ATTACHED
HAMLET OF SOUTH
NYACK ZONING MAP
WITH CEA

Zoning Legend

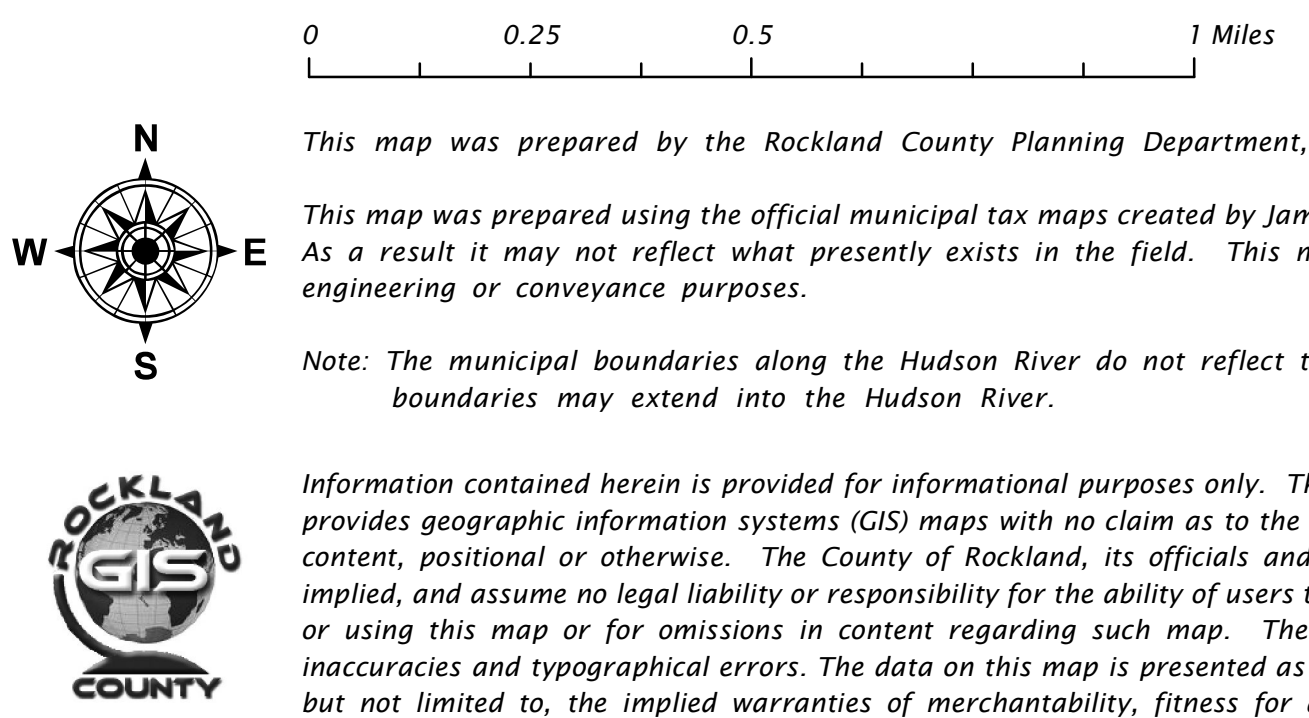
| | | |
|--------|--|-------------------|
| R-80 | Rural Residence District | (80,000 S.F./Lot) |
| R-40 | Low Density Residential District | (40,000 S.F./Lot) |
| R-22 | Medium Density Residential District | (22,500 S.F./Lot) |
| R-15 | Medium Density Residential District | (15,000 S.F./Lot) |
| RG | 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

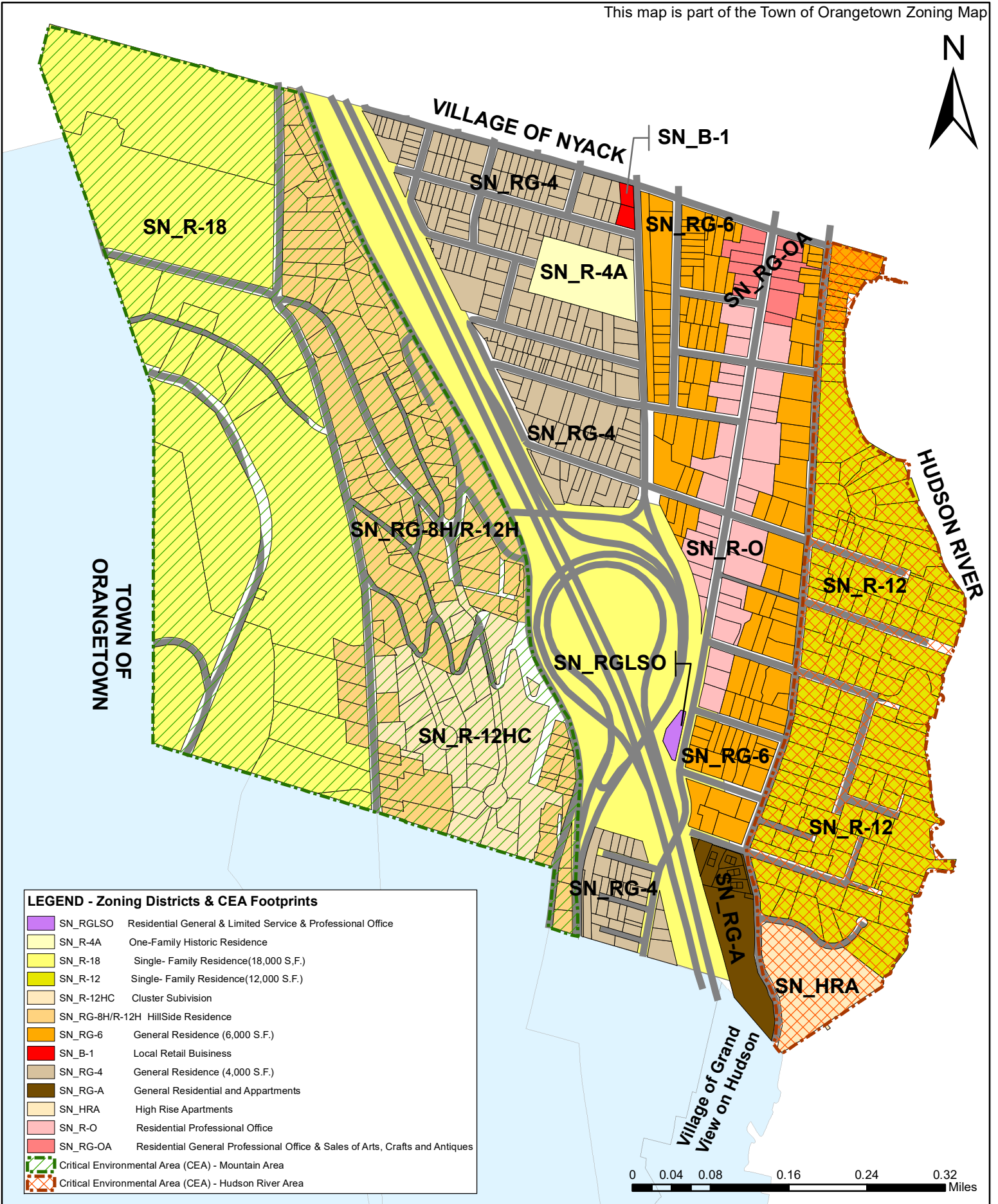
Zoning Revision Notes:

| | | |
|---------|--|----|
| 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.

| 1. Impact on Land | | | |
|---|-----------------------------|-------------------------------|------------------------------------|
| 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|------------------------------------|--------------------------------------|---|
| 2. Impact on Geological Features 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) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. Identify the specific land form(s) attached: _____ _____ | 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. Specific feature: _____ | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|------------------------------------|--------------------------------------|---|
| 3. Impacts on Surface Water 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) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

4. Impact on groundwater
 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. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If “Yes”, answer questions a - h. If “No”, move on to Section 5.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| 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. 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
If “Yes”, answer questions a - g. If “No”, move on to Section 6.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

| 6. Impacts on Air | | | |
|---|--|--|--|
| The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <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: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane | D2g D2g D2g D2g D2g D2h | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| 7. Impact on Plants and Animals | | | |
|--|-----------------------------|-------------------------------|------------------------------------|
| The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <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. 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. 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"/> |

| 8. Impact on Agricultural Resources | | | |
|--|-----------------------------|-------------------------------|------------------------------------|
| 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"/> |

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|--|------------------------------------|--|--|-----------------------------|------------------------------|
| 9. Impact on Aesthetic Resources 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.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</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. 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: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round | E3h | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | | |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities | E3h E2q, E1c | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <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: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile | D1a, E1a, D1f, D1g | <input type="checkbox"/> | <input type="checkbox"/> | | |
| g. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> | | |

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| 10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</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 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. Source: _____ | E3g | <input type="checkbox"/> | <input type="checkbox"/> | | |

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| d. Other impacts: _____ _____ | | <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"/> |

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| 11. Impact on Open Space and Recreation | | | |
| 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. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</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 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

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| 12. Impact on Critical Environmental Areas | | | |
| The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</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 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

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| 13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

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| 14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| 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: _____ _____ | | | |

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| 15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| 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"/> |

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|---|----------|--------------------------|--------------------------|
| 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: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| 16. Impact on Human Health | | | |
|---|-----------------------------|-------------------------------|------------------------------------|
| 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.) <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 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, D2r | <input type="checkbox"/> | <input type="checkbox"/> |
| m. Other impacts: _____ _____ | | | |

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 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, D1d, D1f, 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 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: _____ _____ | | <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 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 E1a, E1b E2g, E2h | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ _____ | | <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>

THIRD EXTENSION AND MODIFICATION OF LEASE AGREEMENT

SIGNING DATE: July ____, 2022

EFFECTIVE DATE: January 12, 2022

ADDRESS OF LEASE EXTENSION PROPERTIES: Property and houses are located at: 161, 163, 165, 167, 174, 176, 180 and 184 Chief Bill Harris Way (formerly Blaisdell Road), Orangeburg, Town of Orangetown, County of Rockland, and State of New York.

LANDLORD: The Town of Orangetown, a municipal corporation.

TENANT: Orangetown Volunteer Emergency Service Coalition Inc. (OVESC), a New York not-for-profit corporation (mailing address of PO Box 213, Blauvelt, NY 10913).

ORIGINAL LEASE TERM: Original lease term commenced on October 15, 2004, for a period of five (5) years; and was renewed thereafter with an Extension and Modification of Lease Agreement, dated June 1, 2011, which had a term through March 14, 2016 (hereinafter 'Extension') and thereafter on a Month-to-Month basis. The first Extension was a One (1) Year Extension. The parties signed an Extension and Modification Agreement effective January 12, 2019- January 12, 2020. The parties signed a Second Extension and Modification Agreement effective January 12, 2020-January 12, 2022.

ORIGINAL SIGNING DATE: October 12, 2004.

Landlord and **Tenant** herein sign this Third Extension and Modification of Lease Agreement (hereinafter "Agreement") on the date above stated, which Agreement extends the aforesaid original Lease Agreement for a term of Two Years, commencing on January 12, 2022 and ending on January 12, 2022.

The aforesaid 'Lease' and 'Extension' is hereby extended/modified as follows:

- Lease term:** The lease term has been extended and modified so that the new lease term, as extended by this Extension and Modification Agreement, effective as of January 12, 2022 will run for an additional term of two years and subject to the conditions contained in the aforesaid 'Lease' and its aforesaid 'Extension', provided however that Paragraph 7 of the Original Lease agreement being modified and extended is hereby deleted (as in the first Modification). In its place the Parties agree that although the Town of Orangetown remains committed to provide a limited stock of affordable housing to the emergency volunteers who serve the Town, in the event the premises herein must be destroyed or are needed for any development plans of the Town, the Town will provide reasonable notice (90 days' notice) of its intention to terminate this Lease Agreement before the end of the term set forth above. Concomitantly, although not being a term or condition of the Lease herein, the Town Board reaffirms its commitment to endeavor to assist and endeavor to provide, as best as possible, affordable housing for emergency volunteers who serve the residents of the Town of Orangetown within the Town.
- That the rental per year as base rent for the premises will continue at the rate of \$1.00 per year.
- That the **Tenant** will continue to be obligated to provide insurance, as mandated under the aforesaid 'Lease.'

**TOWN OF ORANGETOWN
GRANT COMPLIANCE POLICY FOR FEDERAL AWARDS
IN ACCORDANCE WITH
2 CFR PART 200 (Subparts A through F)**

“Uniform Guidance Compliance for Federal Awards – Procurement, Suspension and Debarment”

1. **Purpose:** The Town of Orangetown Grant Compliance Policy for Federal Awards is adopted to comply with the provisions of 2 CFR Part 200 (Subparts A through F), entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, which requires an organization receiving federal awards to establish and maintain effective internal controls over federal awards.

2. **Procurement standards:**
 - a. The requirements for procurements using federal awards are contained in the Uniform Guidance (2 CFR Part 200, Subparts A through F), program legislation, federal awarding agency regulations, and the terms and conditions of the award.

 - b. To comply with 2 CFR Part 200 (Subparts A through F), the Town of Orangetown implements policies and procedures, including, but not limited to:
 - i. The Town will use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations; provided that the procurements conform to applicable federal law and Uniform Guidance. As such, Town procurements related to federal grants will be subject to New York State General Municipal Law, the Town of Orangetown Procurement Policy and Uniform Guidance requirements.

 - ii. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis of contract price.

 - iii. The Town will utilize one of the five acceptable procurement methodologies detailed in 2 CFR 200.320 (entitled “Methods of Procurement to be Followed”), which include:
 1. Informal procurement methods:
 - a. Micropurchase; and
 - b. Small purchase procedure.
 2. Formal procurement methods:
 - a. Sealed bids;
 - b. Competitive proposal; and
 - c. Non-competitive proposal (sole-source).

- c. Procurements will provide for full and open competition as set forth in the Uniform Guidance, or State and local procurement thresholds, whichever is most restrictive.
 - d. The Town will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical procurement approach. The Town will also analyze other means, as described in 2 CFR 200.318 of the Uniform Guidance (entitled “General Procurement Standards”), to ensure appropriate and economical acquisitions.
 - e. The Town will enter into state and local intergovernmental agreements or inter-entity agreements, where appropriate.
 - f. The Town will only utilize time-and-materials contracts when it has been determined, in writing, that no other contract type is suitable.
 - g. Vendors/contractors that develop or draft specifications, requirements, statements of work, or invitation to bids or requests for proposals must be excluded from competing for such procurements.
 - h. The Town will make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed.
3. **Standards of Conduct:** No employee, officer or agent may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, no further action will be taken. However, disciplinary actions will be applied for violations of such standards otherwise.
4. **Town Departmental Procedures:** Town Departments will comply with the following:
- a. **Prohibition against awards to parties suspended or debarred:** Town departments are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

- i. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (i.e., grant or cooperative agreement) that are expected to equal or exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS. All non-procurement transactions (i.e., sub-awards to recipients), irrespective of award amount, are considered covered transactions.
- b. Debarment and Suspension Clause in all written contracts: The Town of Orangetown will include a suspension/debarment clause in all written contracts in which the vendor/contractor will certify that it is not suspended or debarred. The contract will also contain language requiring the vendor/contractor to notify the Town immediately upon becoming suspended or debarred. This will serve as adequate documentation as long as the contract remains in effect.
- c. Requirement for Town Department to determine exclusions: All Town departments will be required to notify the Finance Department and the Town Attorney's Office, that federal funding will be used for a certain procurement/contract.
 - i. When requesting a written contract, the Town Department will be responsible for running the vendor's/contractor's name through the System for Award Management (hereinafter "SAM") to determine any exclusions.
 - ii. A copy of the SAM search will be included with the contract request.
 - iii. Prior to issuing a purchase order using federal funds, the Finance Department will check the SAM to determine if any exclusions exist for the vendor/contractor.
 - iv. If a vendor/contractor is found to be suspended or debarred, the Town will immediately cease to do business with the vendor.
- d. The Town will not use statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals; except in those cases where applicable federal statutes expressly mandate or encourage geographical preference.
- e. The Town will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor area surplus area firms are used when possible, in compliance with 2 CFR 200.321 (entitled "Contracting with small and minority businesses, women's business enterprises and labor surplus area firms").

- f. As appropriate and to the extent consistent with law, and in compliance with 2 CFR 200.322 (entitled “Domestic Preferences for Products), the Town will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).
- g. The Town will procure recovered materials in compliance with 2 CFR 200.323 (entitled “Procurement of Recovered Materials”).
- h. The Town will perform a cost or price analysis relating to every procurement for an amount higher than the simplified acquisition threshold of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS.
- i. The Town will require appropriate bonding requirements as per 2 CFR 200.326 (entitled “Bonding Requirements”).
- j. The Town will only award contracts to responsible vendors and will document, in writing, such determination.
- k. Town contracts will contain the applicable provisions described in Appendix II to Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- l. The Town will maintain oversight to ensure that contractors perform in accordance with the contract's terms, conditions, and specifications.
- m. Copies of executed contracts will be maintained in the Town’s KVS System and purchase orders will be maintained in the Town’s KVS System.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

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Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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Subpart D Post Federal Award Requirements

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- § 200.302** Financial management.
- § 200.303** Internal controls.
- § 200.304** Bonds.
- § 200.305** Federal payment.
- § 200.306** Cost sharing or matching.
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Property Standards

- § 200.310** Insurance coverage.
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- § 200.317** Procurements by states.
- § 200.318** General procurement standards.
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- § 200.322** Domestic preferences for procurements.
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- § 200.324** Contract cost and price.

§ 200.325 Federal awarding agency or pass-through entity review.

§ 200.326 Bonding requirements.

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Performance and Financial Monitoring and Reporting

§ 200.328 Financial reporting.

§ 200.329 Monitoring and reporting program performance.

§ 200.330 Reporting on real property.

Subrecipient Monitoring and Management

§ 200.331 Subrecipient and contractor determinations.

§ 200.332 Requirements for pass-through entities.

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Record Retention and Access

§ 200.334 Retention requirements for records.

§ 200.335 Requests for transfer of records.

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§ 200.337 Access to records.

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Remedies for Noncompliance

§ 200.339 Remedies for noncompliance.

§ 200.340 Termination.

§ 200.341 Notification of termination requirement.

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§ 200.343 Effects of suspension and termination.

Closeout

§ 200.344 Closeout.

Post-Closeout Adjustments and Continuing Responsibilities

§ 200.345 Post-closeout adjustments and continuing responsibilities.

Collection of Amounts Due

§ 200.346 Collection of amounts due.

Subpart D - Post Federal Award Requirements

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

§ 200.300 Statutory and national policy requirements.

- (a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

- (b) The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

§ 200.301 Performance measurement.

- (a) The Federal awarding agency must measure the recipient's performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices. Program goals and objectives should be derived from program planning and design. See § 200.202 for more information. Where appropriate, the Federal award may include specific program goals, indicators, targets, baseline data, data collection, or expected outcomes (such as outputs, or services performance or public impacts of any of these) with an expected timeline for accomplishment. Where applicable, this should also include any performance measures or independent sources of data that may be used to measure progress. The Federal awarding agency will determine how performance progress is measured, which may differ by program. Performance measurement progress must be both measured and reported. See § 200.329 for more information on monitoring program performance. The Federal awarding agency may include program-specific requirements, as applicable. These requirements must be aligned, to the extent permitted by law, with the Federal awarding agency strategic goals, strategic objectives or performance goals that are relevant to the program. See also OMB Circular A-11, Preparation, Submission, and Execution of the Budget Part 6.
- (b) The Federal awarding agency should provide recipients with clear performance goals, indicators, targets, and baseline data as described in § 200.211. Performance reporting frequency and content should be established to not only allow the Federal awarding agency to understand the recipient progress but also to facilitate identification of promising practices among recipients and build the evidence upon which the Federal awarding agency's program and performance decisions are made. See § 200.328 for more information on reporting program performance.
- (c) This provision is designed to operate in tandem with evidence-related statutes (e.g.; The Foundations for Evidence-Based Policymaking Act of 2018, which emphasizes collaboration and coordination to advance data and evidence-building functions in the Federal government). The Federal awarding agency should also specify any requirements of award recipients' participation in a federally funded evaluation, and any evaluation activities required to be conducted by the Federal award.

§ 200.302 Financial management.

- (a) Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and the other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also § 200.450.
- (b) The financial management system of each non-Federal entity must provide for the following (see also §§ 200.334, 200.335, 200.336, and 200.337):

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§ 200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to implement the requirements of § 200.305.
- (7) Written procedures for determining the allowability of costs in accordance with subpart E of this part and the terms and conditions of the Federal award.

§ 200.303 Internal controls.

The non-Federal entity must:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

§ 200.304 Bonds.

The Federal awarding agency may include a provision on bonding, insurance, or both in the following circumstances:

- (a) Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, the Federal awarding agency, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the non-Federal entity are not deemed adequate to protect the interest of the Federal Government.
- (b) The Federal awarding agency may require adequate fidelity bond coverage where the non-Federal entity lacks sufficient coverage to protect the Federal Government's interest.
- (c) Where bonds are required in the situations described above, the bonds must be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223.

§ 200.305 Federal payment.

- (a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies".
- (b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also § 200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.
 - (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
 - (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per § 200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of § 200.208, subpart D of this part, including § 200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.
 - (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with § 200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
 - (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
 - (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
 - (i) For returning interest on Federal awards paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the PMS Payee Account Number(s) (PANs);
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
 - (ii) For returning interest on Federal awards not paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) Include the name of the awarding agency;
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
 - (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.

- (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)
- (11) When returning funds or interest to PMS you must include the following as applicable:

- (i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway - ACH Receiver St. Paul, MN

- (ii) For Fedwire Returns¹:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

¹ Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

- (iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency Locator Code (ALC): 75010501

Name (abbreviated when possible) and ALC Agency POC

- (iv) For recipients that do not have electronic remittance capability, please make check² payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

² Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

(v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

§ 200.306 Cost sharing or matching.

- (a) Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. See also §§ 200.414 and 200.204 and appendix I to this part.
- (b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:
- (1) Are verifiable from the non-Federal entity's records;
 - (2) Are not included as contributions for any other Federal award;
 - (3) Are necessary and reasonable for accomplishment of project or program objectives;
 - (4) Are allowable under subpart E of this part;
 - (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - (6) Are provided for in the approved budget when required by the Federal awarding agency; and
 - (7) Conform to other provisions of this part, as applicable.
- (c) Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.
- (d) Values for non-Federal entity contributions of services and property must be established in accordance with the cost principles in subpart E of this part. If a Federal awarding agency authorizes the non-Federal entity to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching must be the lesser of paragraph (d)(1) or (2) of this section.
- (1) The value of the remaining life of the property recorded in the non-Federal entity's accounting records at the time of donation.
 - (2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the value described in paragraph (d)(1) of this section at the time of donation.
- (e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar

work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

- (f) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally-negotiated indirect cost rate or, a rate in accordance with § 200.414(d) provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.
- (g) Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.
- (h) The method used for determining cost sharing or matching for third-party-donated equipment, buildings and land for which title passes to the non-Federal entity may differ according to the purpose of the Federal award, if paragraph (h)(1) or (2) of this section applies.
 - (1) If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.
 - (2) If the purpose of the Federal award is to support activities that require the use of equipment, buildings or land, normally only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges. See also § 200.420.
- (i) The value of donated property must be determined in accordance with the usual accounting policies of the non-Federal entity, with the following qualifications:
 - (1) The value of donated land and buildings must not exceed its fair market value at the time of donation to the non-Federal entity as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the non-Federal entity as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) (Uniform Act) except as provided in the implementing regulations at 49 CFR part 24, "Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs".
 - (2) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.
 - (3) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.
 - (4) The value of loaned equipment must not exceed its fair rental value.
- (j) For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.

- (k) For IHEs, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

§ 200.307 Program income.

- (a) **General.** Non-Federal entities are encouraged to earn income to defray program costs where appropriate.
- (b) **Cost of generating program income.** If authorized by Federal regulations or the Federal award, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award.
- (c) **Governmental revenues.** Taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.
- (d) **Property.** Proceeds from the sale of real property, equipment, or supplies are not program income; such proceeds will be handled in accordance with the requirements of the Property Standards §§ 200.311, 200.313, and 200.314, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.
- (e) **Use of program income.** If the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award, or give prior approval for how program income is to be used, paragraph (e)(1) of this section must apply. For Federal awards made to IHEs and nonprofit research institutions, if the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award how program income is to be used, paragraph (e)(2) of this section must apply. In specifying alternatives to paragraphs (e)(1) and (2) of this section, the Federal awarding agency may distinguish between income earned by the recipient and income earned by subrecipients and between the sources, kinds, or amounts of income. When the Federal awarding agency authorizes the approaches in paragraphs (e)(2) and (3) of this section, program income in excess of any amounts specified must also be deducted from expenditures.
 - (1) **Deduction.** Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.
 - (2) **Addition.** With prior approval of the Federal awarding agency (except for IHEs and nonprofit research institutions, as described in this paragraph (e)) program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.
 - (3) **Cost sharing or matching.** With prior approval of the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.
- (f) **Income after the period of performance.** There are no Federal requirements governing the disposition of income earned after the end of the period of performance for the Federal award, unless the Federal awarding agency regulations or the terms and conditions of the Federal award provide otherwise. The Federal awarding agency may negotiate agreements with recipients regarding appropriate uses of income earned after the period of performance as part of the grant closeout process. See also § 200.344.

- (g) **License fees and royalties.** Unless the Federal statute, regulations, or terms and conditions for the Federal award provide otherwise, the non-Federal entity is not accountable to the Federal awarding agency with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under a Federal award to which 37 CFR part 401 is applicable.

§ 200.308 Revision of budget and program plans.

- (a) The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include either the Federal and non-Federal share (see definition for *Federal share* in § 200.1) or only the Federal share, depending upon Federal awarding agency requirements. The budget and program plans include considerations for performance and program evaluation purposes whenever required in accordance with the terms and conditions of the award.
- (b) Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- (c) For non-construction Federal awards, recipients must request prior approvals from Federal awarding agencies for the following program or budget-related reasons:
 - (1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
 - (2) Change in a key person specified in the application or the Federal award.
 - (3) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
 - (4) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval in accordance with subpart E of this part as applicable.
 - (5) The transfer of funds budgeted for participant support costs to other categories of expense.
 - (6) Unless described in the application and funded in the approved Federal awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in § 200.333. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
 - (7) Changes in the approved cost-sharing or matching provided by the non-Federal entity.
 - (8) The need arises for additional Federal funds to complete the project.
- (d) No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See also §§ 200.102 and 200.407.
- (e) Except for requirements listed in paragraphs (c)(1) through (8) of this section, the Federal awarding agency is authorized, at its option, to waive other cost-related and administrative prior written approvals contained in subparts D and E of this part. Such waivers may include authorizing recipients to do any one or more of the following:
 - (1) Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the

recipient's risk (*i.e.*, the Federal awarding agency is not required to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also § 200.458.

(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (e)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension must not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior Federal awarding agency approval when:

(i) The terms and conditions of the Federal award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent budget periods.

(4) For Federal awards that support research, unless the Federal awarding agency provides otherwise in the Federal award or in the Federal awarding agency's regulations, the prior approval requirements described in this paragraph (e) are automatically waived (*i.e.*, recipients need not obtain such prior approvals) unless one of the conditions included in paragraph (e)(2) of this section applies.

(f) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the simplified acquisition threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(g) All other changes to non-construction budgets, except for the changes described in paragraph (c) of this section, do not require prior approval (see also § 200.407).

(h) For construction Federal awards, the recipient must request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph (h)(1), (2), or (3) of this section applies:

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in subpart E.

(4) No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

(5) When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

- (i) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.
- (j) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

§ 200.309 Modifications to Period of Performance.

If a Federal awarding agency or pass-through entity approves an extension, or if a recipient extends under § 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal award is issued, a distinct Period of Performance will begin.

PROPERTY STANDARDS

§ 200.310 Insurance coverage.

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

§ 200.311 Real property.

- (a) **Title.** Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- (b) **Use.** Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.
- (c) **Disposition.** When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:
 - (1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - (2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal

award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

- (3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

§ 200.312 Federally-owned and exempt property.

- (a) Title to federally-owned property remains vested in the Federal Government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.
- (b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and nonprofit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.
- (c) Exempt property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further responsibility to the Federal Government, based upon the explicit terms and conditions of the Federal award. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt property acquired under the Federal award remains with the Federal Government.

§ 200.313 Equipment.

See also § 200.439.

- (a) **Title.** Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.
- (b) **General.** A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) **Use.**

- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
- (3) Notwithstanding the encouragement in § 200.307 to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
 - (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

- (e) **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.
 - (2) Except as provided in § 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
 - (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

§ 200.314 Supplies.

See also § 200.453.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

§ 200.315 Intangible property.

- (a) Title to intangible property (see definition for *Intangible property* in § 200.1) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).
- (b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

- (c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- (d) The Federal Government has the right to:
 - (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (e)
 - (1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
 - (2) Published research findings means when:
 - (i) Research findings are published in a peer-reviewed scientific or technical journal; or
 - (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - (3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

§ 200.316 Property trust relationship.

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

PROCUREMENT STANDARDS

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or

use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

- (f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases -**

- (i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

- (v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases -**

- (i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- (ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

- (b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- (1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

- (i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

- (ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.
- (c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING

§ 200.328 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency must solicit only the OMB-approved governmentwide data elements for collection of financial information (at time of publication the Federal Financial Report or such future, OMB-approved, governmentwide data elements available from the OMB-designated standards lead. This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal

award or could significantly affect program outcomes, and preferably in coordination with performance reporting. The Federal awarding agency must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information.

§ 200.329 Monitoring and reporting program performance.

- (a) **Monitoring by the non-Federal entity.** The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also § 200.332.
- (b) **Reporting program performance.** The Federal awarding agency must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information. As appropriate and in accordance with above mentioned information collections, the Federal awarding agency must require the recipient to relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, recipients must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which non-Federal entity performance can be measured.
- (c) **Non-construction performance reports.** The Federal awarding agency must use standard, governmentwide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Reports submitted annually by the non-Federal entity and/or pass-through entity must be due no later than 90 calendar days after the reporting period. Reports submitted quarterly or semiannually must be due no later than 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report submitted by the non-Federal entity and/or pass-through entity must be due no later than 120 calendar days after the period of performance end date. A subrecipient must submit to the pass-through entity, no later than 90 calendar days after the period of performance end date, all final performance reports as required by the terms and conditions of the Federal award. See also § 200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the agency information collection request:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if

that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (d) **Construction performance reports.** For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (e) **Significant developments.** Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (f) **Site visits.** The Federal awarding agency may make site visits as warranted by program needs.
- (g) **Performance report requirement waiver.** The Federal awarding agency may waive any performance report required by this part if not needed.

§ 200.330 Reporting on real property.

The Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

SUBRECIPIENT MONITORING AND MANAGEMENT

§ 200.331 Subrecipient and contractor determinations.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

- (a) **Subrecipients.** A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in § 200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:
- (1) Determines who is eligible to receive what Federal assistance;
 - (2) Has its performance measured in relation to whether objectives of a Federal program were met;
 - (3) Has responsibility for programmatic decision-making;
 - (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- (b) **Contractors.** A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in § 200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
- (1) Provides the goods and services within normal business operations;
 - (2) Provides similar goods or services to many different purchasers;
 - (3) Normally operates in a competitive environment;
 - (4) Provides goods or services that are ancillary to the operation of the Federal program; and
 - (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
- (c) **Use of judgment in making determination.** In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

§ 200.332 Requirements for pass-through entities.

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
- (1) Federal award identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier;
 - (iii) Federal Award Identification Number (FAIN);

- (iv) Federal Award Date (see the definition of *Federal award date* in § 200.1 of this part) of award to the recipient by the Federal agency;
 - (v) Subaward Period of Performance Start and End Date;
 - (vi) Subaward Budget Period Start and End Date;
 - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;
 - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
 - (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
 - (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (xiii) Identification of whether the award is R&D; and
 - (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (4)
- (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (B) The de minimis indirect cost rate.
 - (ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
- (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
 - (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.
- (f) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.333 Fixed amount subawards.

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in § 200.201.

RECORD RETENTION AND ACCESS

§ 200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) ***If submitted for negotiation.*** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (2) ***If not submitted for negotiation.*** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§ 200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§ 200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§ 200.337 Access to records.

- (a) ***Records of non-Federal entities.*** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- (b) **Extraordinary and rare circumstances.** Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) **Expiration of right of access.** The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§ 200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under § 200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

REMEDIES FOR NONCOMPLIANCE

§ 200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.208. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

§ 200.340 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
 - (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.
- (c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
- (1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either -
 - (i) Has exhausted its opportunities to object or challenge the decision, see § 200.342; or
 - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 - (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 - (3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting

within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- (d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

§ 200.341 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that -
 - (1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
 - (2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;
 - (3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether the non-Federal entity is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;
 - (4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).
 - (5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal website established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

§ 200.342 Opportunities to object, hearings, and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings to which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

§ 200.343 Effects of suspension and termination.

Costs to the non-Federal entity resulting from financial obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from financial obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

CLOSEOUT

§ 200.344 Closeout.

The Federal awarding agency or pass-through entity will close out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. If the non-Federal entity fails to complete the requirements, the Federal awarding agency or pass-through entity will proceed to close out the Federal award with the information available. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

- (a) The recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.
- (b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- (c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for costs meeting the requirements in Subpart E of this part under the Federal award being closed out.
- (d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.346, for requirements regarding unreturned amounts that become delinquent debts.
- (e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

- (f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§ 200.310 through 200.316 and 200.330.
- (g) When a recipient or subrecipient completes all closeout requirements, the Federal awarding agency or pass-through entity must promptly complete all closeout actions for Federal awards. The Federal awarding agency must make every effort to complete closeout actions no later than one year after the end of the period of performance unless otherwise directed by authorizing statutes. Closeout actions include Federal awarding agency actions in the grants management and payment systems.
- (h) If the non-Federal entity does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, the Federal awarding agency must proceed to close out with the information available within one year of the period of performance end date.
- (i) If the non-Federal entity does not submit all reports in accordance with this section within one year of the period of performance end date, the Federal awarding agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per § 200.339.

POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES

§ 200.345 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following:
 - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The requirement for the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
 - (4) Audit requirements in subpart F of this part.
 - (5) Property management and disposition requirements in §§ 200.310 through 200.316 of this subpart.
 - (6) Records retention as required in §§ 200.334 through 200.337 of this subpart.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

COLLECTION OF AMOUNTS DUE

§ 200.346 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Should means an expected course of action or policy that is to be followed unless inappropriate for a particular circumstance.

Signature or **signed** means the discrete, verifiable symbol of an individual that, when affixed to a writing with the knowledge and consent of the individual, indicates a present intention to authenticate the writing. This includes electronic symbols.

Simplified acquisition procedures means the methods prescribed in part 13 for making purchases of supplies or services.

Simplified acquisition threshold means \$250,000, except for -

- (1) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical, or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 *et seq.*; or to support response to an emergency or major disaster (42 U.S.C. 5122), (41 U.S.C. 1903), the term means -
 - (i) \$800,000 for any contract to be awarded and performed, or purchase to be made, inside the United States; and
 - (ii) \$1.5 million for any contract to be awarded and performed, or purchase to be made, outside the United States; and
- (2) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a humanitarian or peacekeeping operation (10 U.S.C. 2302), the term means \$500,000 for any contract to be awarded and performed, or purchase to be made, outside the United States.

Single, Governmentwide point of entry, means the one point of entry to be designated by the Administrator of OFPP that will allow the private sector to electronically access procurement opportunities Governmentwide.

Small business concern -

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121 (see 19.102). Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration must be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity. (See 15 U.S.C. 632.)
- (2) **Affiliates**, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small business subcontractor means a concern that does not exceed the size standard for the North American Industry Classification Systems code that the prime contractor determines best describes the product or service being acquired by the subcontract.

Protected Personally Identifiable Information (Protected PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed. See also the definition of *Personally Identifiable Information (PII)* in this section.

Questioned cost means a cost that is questioned by the auditor because of an audit finding:

- (1) Which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds;
- (2) Where the costs, at the time of the audit, are not supported by adequate documentation; or
- (3) Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
- (4) Questioned costs are not an improper payment until reviewed and confirmed to be improper as defined in OMB Circular A-123 appendix C. (See also the definition of *Improper payment* in this section).

Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Recipient means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Renewal award means an award made subsequent to an expiring Federal award for which the start date is contiguous with, or closely follows, the end of the expiring Federal award. A renewal award's start date will begin a distinct period of performance.

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods (see § 200.320). Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold for procurement activities administered under Federal awards is set by the FAR at 48 CFR part 2, subpart 2.1. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. However, in no circumstances can this threshold exceed the dollar value established in the FAR (48 CFR part 2, subpart 2.1) for the simplified acquisition threshold. Recipients should determine if local government laws on purchasing apply.

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VIA Email: ereilly@orangetown.com
June 29, 2022

Eamon Reilly, Commissioner
Town of Orangetown
127 Route 303
Orangeburg, NY 10962

Proposal for Professional Services
Villa Drive Culvert Pipe Replacement
Nanuet, New York, Rockland County
Colliers Engineering & Design Proposal No.: 22005600P

Dear Mr. Reilly:

Colliers Engineering & Design CT, P.C. (DBA Maser Consulting Engineering & Land Surveying) is pleased to submit this proposal to provide professional services for the above referenced project in Pearl River, Town of Orangetown, New York. **The scope of this project involves the development of Construction Plans and Specifications for the replacement of a 24 inch culvert pipe that crosses under Villa Drive and the adjacent properties for an approximate length of 200 linear feet. The new replacement culvert will be a 36 inch HDPE and will extend for the same overall limits. Project/ Survey limits are highlighted under section I below.**

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

Task 1.0 – Survey

Survey and ROW Mapping

Colliers Engineering & Design (CED) will perform a right-of-way survey of Villa Drive between Venter Lane and Crescent Lane that is located within the Town of Orangetown, Rockland County, New York in accordance with the current Existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc.; the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors.

Right-of-way mapping will be derived from field surveyed boundary / right of way evidence, available county mapping and record property documents.

Our mapping workflow and services in this task will include:

- Public records research and pre-field records review;
- Property owner notification of impending field survey activities;
- Field reconnaissance, traverse, and data collection;
- Survey data reduction and computation;
- Right-of-Way reconciliation based on available County records, Township plans, subdivision records and/or individual property deeds of record, and field evidence;
- Establish preliminary Route Stationing; and
- Prepare General Property Map, and Individual Parcel Maps.

Our office will prepare one (1) General Property Parcel Map, and up to four (4) individual easement/acquisition maps and four (4) metes & bounds descriptions for easements and/or right-of-way acquisitions.

Deliverables. The final deliverable will be a maximum of four (4) hardcopies signed and sealed by a New York Professional Licensed Land Surveyor, and an electronic file copy in AutoCAD Civil 3D 2018 format. Draft deliverables will be in form of electronic file Adobe pdf format.

Installation of new right of way monuments is not included in this task.

Topographic Survey

Colliers Engineering & Design will perform a topographic survey of area shown below in accordance with the current Existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc.; the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors.

The limits of the survey are as depicted in the Survey Limits image below:

SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline, but individual trees within wooded areas will not be surveyed. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New York State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject property.

Included in this task of service are the following tasks:

- Establish on-site survey control;

- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2018 format with digital surface;
- Survey Map will be prepared to a scale of 1"=20'-0".

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

Final Deliverable. The final deliverable will be a maximum of four (4) hardcopies signed and sealed by a New York Professional Licensed Land Surveyor, and an electronic file copy in Adobe pdf format. Draft deliverables will be in form of electronic file Adobe pdf format.

Lump Sum Fee: \$ 12,000.00

Task 2.0 - Construction Plans and Specifications

The Construction Plans will be prepared to a Scale of 1"=20' for the project limits and will be set up to allow for the production of half-size plan sheets. The following plan sheets will be prepared:

- Cover Sheets and Itemized Quantities
- General Plan and Culvert Pipe Profile
- Miscellaneous Headwall and Inlet Details
- Trench Shoring and Detour Plan Provisions

The Bid Documents will also include Technical Specifications, which will be based on the current NYSDOT Standard Specifications. The "Front End" section of the Specifications (contract) will be prepared by the DEME Staff.

Lump Sum Fee: \$ 18,000.00

Task 3.0 - Construction Support Services

Construction Services during construction will include the following:

- Review of Contract bids and Making recommendations for Awards
- Coordinating and Reviewing Submittals, RFI's etc.
- Part Time Construction Observation on an as needed basis
- Review of Contractor Payment Vouchers and Change Orders

Lump Sum Fee: Hourly *

(*) It is anticipated that our efforts will amount to a 20 hours per week for the duration of construction.

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

| Task Name | Fee |
|---|---------------------------------|
| Task 1.0 – Survey and ROW Mapping | \$12,000.00 |
| Task 2.0 – Construction Plans and Specifications | \$18,000.00 |
| Task 3.0 – Construction Support Services | Hourly |
| Meetings | |
| <ul style="list-style-type: none"> • Planning/Zoning Board Meetings • \$850.00/meeting/Principal or Department Manager • \$750.00/meeting/each other Professional • Additional Agency/Coordination Meetings | Specified fee Hourly |

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Drainage Analysis and Design for alternate culvert pipe sizes;
- Geotechnical subsurface investigations;
- Utility Relocation Plans

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

Colliers Engineering & Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering & Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering & Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Colliers Engineering & Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards.

Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering & Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Colliers Engineering & Design reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering & Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering & Design are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Colliers Engineering & Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Colliers Engineering & Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering & Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering & Design. Colliers Engineering & Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering & Design will withdraw all pending applications for the project.

5.0 RETAINER:

Colliers Engineering & Design reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JBSITE:

Client will provide for right of entry for Colliers Engineering & Design personnel and equipment necessary to complete our services. While Colliers Engineering & Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering & Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering & Design for proper performance of its services. Colliers Engineering & Design shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Colliers Engineering & Design assumes no responsibility or liability for their accuracy or completeness.

Colliers Engineering & Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering & Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering & Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Colliers Engineering & Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering & Design or its employees or subcontractors on a site shall imply that Colliers Engineering & Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering & Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Colliers Engineering & Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Colliers Engineering & Design harmless and defend and indemnify Colliers Engineering & Design for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers Engineering & Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering & Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Colliers Engineering & Design harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Colliers Engineering & Design shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering & Design may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Colliers Engineering & Design in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering & Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering & Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Colliers Engineering & Design its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Colliers Engineering & Design agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering & Design to the Client.

10.0 AGREED REMEDY:

Colliers Engineering & Design shall be liable to the Client only for direct damages to the extent caused by Colliers Engineering & Design's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL COLLIERS ENGINEERING & DESIGN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS

OBLIGATIONS. With regard to services involving hazardous substances, Colliers Engineering & Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Colliers Engineering & Design and Colliers Engineering & Design's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Colliers Engineering & Design's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Colliers Engineering & Design under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Colliers Engineering & Design's services in connection with the project shall not subject Colliers Engineering & Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Colliers Engineering & Design, a New Jersey corporation, and not against any of Colliers Engineering & Design's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Colliers Engineering & Design harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Colliers Engineering & Design.

12.0 INDEMNIFICATION:

Colliers Engineering & Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Colliers Engineering & Design and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Colliers Engineering & Design) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Colliers Engineering & Design or any claims against Colliers Engineering & Design arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Colliers Engineering & Design is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Colliers Engineering & Design from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Colliers Engineering & Design which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Colliers Engineering & Design. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Colliers Engineering & Design of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering & Design. Colliers Engineering & Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Colliers Engineering & Design, increase Colliers Engineering & Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering & Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering & Design. Colliers Engineering & Design's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Colliers Engineering & Design because of this Agreement of Colliers Engineering & Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering & Design are and remain the property of Colliers Engineering & Design as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Colliers Engineering & Design's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by

Colliers Engineering & Design, or for future modifications to this project, without Colliers Engineering & Design's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering & Design will be at the Client's sole risk and without liability to Colliers Engineering & Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Colliers Engineering & Design from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering & Design shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering & Design makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering & Design and Colliers Engineering & Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering & Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering & Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering & Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering & Design, could not have been reasonably foreseen and provided for, such delay will entitle Colliers Engineering & Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering & Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering & Design's reasonable control occur, the Client agrees that Colliers Engineering & Design shall not be responsible for damages, nor shall Colliers Engineering & Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering & Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering & Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Section III – Rate Schedule

| Technical Staff Rates 2022 | |
|---|--------------|
| Billing Titles | Hourly Rates |
| Executive Principal | 300.00 |
| Senior Principal | 275.00 |
| Principal | 250.00 |
| Senior Technical Director | 225.00 |
| Senior Project Manager | 210.00 |
| Technical Director | 195.00 |
| Project Manager | 185.00 |
| Senior Project Specialist | 175.00 |
| Project Specialist | 165.00 |
| Technical Professional | 155.00 |
| Technical Specialist | 145.00 |
| Specialist | 135.00 |
| Senior Data Technician | 125.00 |
| Senior Technical Assistant | 115.00 |
| Technical Assistant | 105.00 |
| Field Technician | 95.00 |
| Data Technician | 85.00 |
| Survey Crew – 1 Man w/Robotic Equipment | 185.00 |
| Additional Survey Crew Member | 50.00 |
| SUE Crew (designating) – 1 Man | 135.00 |
| Additional (designating) Member | 50.00 |
| SUE Crew (locating) – 2 Man | 185.00 |
| Additional (locating) Member | 45.00 |
| Expert Witness | 375.00 |
| Sr. LSRP | 295.00 |
| LSRP | 235.00 |

| Reimbursable Expenses | |
|--|-------------------------------|
| General Expenses | Cost + 15% |
| Travel (Hotel, Airfare, Meals) | Cost + 15% |
| Sub-Consultants/Sub-Contractors | Cost + 20% |
| Plotting | 3.95 / Each |
| Computer Mylars / Color Plots | 95.00 / Each |
| Photocopies | 0.19 / Each |
| Color Photocopies | 2.00 / Each |
| Document Binding | 4.00 / Each |
| Portable Media | 95.00 / Each |
| Exhibit Lamination (24" x 36" or larger) | 75.00 / Each |
| Initial Digital Signature | 275.00 |
| Additional Digital Signatures | 75.00 / Each |
| Mileage Reimbursement* | 0.585 / Per Mile |
| | Field Vehicle 0.70 / Per Mile |

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until September 29, 2022.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design CT, P.C.
(DBA Maser Consulting Engineering & Land Surveying)



Nabil M Ghanem, PE
Geographic Discipline Leader

NMG/ca

cc: Leonardo E. Ponzio, PLS, Colliers Engineering & Design (via email)

R:\AllOffices\Montvale\Projects\2022\22005600P\220629_nmg_Proposal Villa Drive Culvert.docx



June 1, 2022

Mr. James Dean, Project Manager
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

**RE: PIN 8780.54, NORTH MIDDLETOWN ROAD PEDESTRIAN
LINK TO PEARL RIVER BUSINESS DISTRICT
TOWN OF ORANGETOWN, ROCKLAND COUNTY**

NEW MASTER AGREEMENT – D040664

Dear Mr. Dean:

Attached is an electronic NEW Master Agreement to add the construction and construction inspection phase and funds to the above-referenced project. Please consider the previously issued Supplemental #1 Agreement void. We were advised to initiate a new Master Agreement due the procurement record for the original TEP funding having expired and now replaced with a different fund source.

A locally-executed copy of the agreement, with three (3) original notarized signature pages, and a certified and seal-stamped resolution should be returned via email. Also included is a copy of the Executive Order 14 and Executive Order 16 Certification, which should be signed, dated, and returned with the agreement.

Your assistance in having the agreement approved by the Orangetown Town Board and signed by the Town Supervisor and Town Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5804 or by e-mail at marshall.gioia@dot.ny.gov.

Sincerely,

Marshall Gioia

Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Attachments

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8780.54**

| | |
|--|---|
| OSC Municipal Contract #: <u>D040664</u> | Contract Start Date: <u>5/30/2019</u> (mm/dd/yyyy) Contract End Date: <u>9/30/2024</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A |
|--|---|

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Town of Orangetown
Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

| | |
|--|-----------------|
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BIKE/PED./FACILITIES **County (If different from Municipality):** Rockland County

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: North Middletown Road Pedestrian Link to Pearl River Business District, Town of Orangetown, Rockland County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

| <i>Check box to indicate change from last Schedule A</i> | State Fiscal Year(s) | Project Phase | | | TOTAL |
|--|-------------------------------------|---------------|---------------|--------------------|---------|
| | | PE/Design | ROW (RI & RA) | Construction/CI/CS | |
| <input type="checkbox"/> | Cumulative total for all prior SFYs | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| <input type="checkbox"/> | Current SFY | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Authorized Allocations to Date | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

| PIN Fiscal Share | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|--|
| .. | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| .. | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| .. | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| .. | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| .. | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL CURRENT COSTS: | | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares | 'Current' or 'Old' entry indicator | Funding Source | TOTAL | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|----------------|----------------|-------------|--------------|
| 8780.54.321 | Current | STP | \$2,230,658.00 | \$1,672,994.00 | \$0.00 | \$557,664.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL CURRENT COSTS: | | | \$2,230,658.00 | \$1,672,994.00 | \$ 0.00 | \$557,664.00 |

C. Local Deposit(s) from Section A:

| | |
|------------------------------------|---------|
| | \$ 0.00 |
| Additional Local Deposit(s) | \$ |
| Total Local Deposit(s) | \$ 0.00 |

D. Total Project Costs All totals will calculate automatically.

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
|--------------------|------------------------------|------------------------|------------------|------------------------|
| \$1,672,994.00 | \$ 0.00 | \$ 0.00 | \$557,664.00 | \$2,230,658.00 |

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Marshall Gioia
Phone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, 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 Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. 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, 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. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a)** To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b)** To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c)** To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040664**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **Town of Orangetown** (the "Municipality/Sponsor")
acting by and through **Town Supervisor**
with its office at **26 Orangeburg Road, Orangeburg, NY 10962.**

This Agreement covers eligible costs incurred on or after **5/30/2019.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **PIN 8780.54, North Middletown Road Pedestrian Link to Pearl River Business District, Town of Orangetown, Rockland County** (as more specifically described in such Schedule A, the "Project").

W I T N E S S E T H:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. 277 adopted at meeting held on 5/21/19 approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Town Supervisor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

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Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or

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Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

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- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Orietta Trocard**

Title: **Regional Local Projects Liaison**

Address: **4 Burnett Boulevard, Poughkeepsie, NY 12603**

Telephone Number: **845-437-3386**

Facsimile Number: **845-431-5988**

E-Mail Address: **orietta.trocard@dot.ny.gov / marshall.gioia@dot.ny.gov**

[Municipality/Sponsor] Town of Orangetown

Name: **Teresa M. Kenny**

Title: **Town Supervisor**

Address: **26 Orangeburg Rd, Orangeburg, NY 10962**

Telephone Number: **845-359-5100 x2293**

Facsimile Number: **845-359-2623**

E-Mail Address: **supervisor@orangetown.com**

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at

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www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **ROCKLAND**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112



ROSANNA SFRAGA
TOWN CLERK

TOWN CLERK
TOWN OF ORANGETOWN
TOWN HALL
26 ORANGEBURG RD.
ORANGEBURG, NY 10962

TEL: (845)359-5100
FAX: (845) 359-5126
townclerk@orangetown.com

RTBM 5/21/19

RESOLUTION NO. 277

**AUTHORIZE / SUPPLEMENTAL
AGREEMENT #1 / NYS DOT / PIN
8780.54 NORTH MIDDLETOWN
ROAD PEDESTRIAN LINK TO
PEARL RIVER BUSINESS DISTRICT**

Councilman Troy offered the following resolution, which was seconded by Councilman Valentine and was unanimously adopted:

WHEREAS, authorizing the implementation, and funding in the first instance 100% of the federal-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore; and

WHEREAS, a Project for the North Middletown Road Pedestrian Link to Pearl River Business District in the Town of Orangetown, Rockland County, PIN 8780.54 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 75% Federal funds and 25% non-federal funds; and

WHEREAS, the Town of Orangetown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection;

WHEREAS, the Orangetown Town Board duly convened upon this matter;

NOW THEREFORE BET IT RESOLVED, that the Orangetown Town Board hereby approves the above-subject project; and

BE IT FURTHER RESOLVED, that the Orangetown Town Board hereby authorizes the Town of Orangetown to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and

BE IT FURTHER RESOLVED, the sum of \$2,223,145 is hereby appropriated from H.5110.200.99, and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLUTION NO. 277 - Continued

BE IT FURTHER RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Orangetown Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Supervisor thereof, and it is further

BE IT FURTHER RESOLVED, that the Supervisor of the Town of Orangetown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the Town of Orangetown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

BE IT FURTHER RESOLVED, that in addition to the Supervisor, the following municipal titles: Highway Superintendent, Commissioner of DEME, Director of Finance, are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

BE IT FURTHER RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED, this resolution shall take effect immediately.

Ayes: Councilpersons Troy, Valentine, Diviny, Bottari
Supervisor Day
Noes: None

STATE OF NEW YORK,
ROCKLAND COUNTY, } S.S.
TOWN OF ORANGETOWN

I, Rosanna Sfraga, Town Clerk, of said Town of Orangetown, County of Rockland hereby certify that I have compared the foregoing copy of Resolution No. 277 adopted by the Town Board at the 5/21/19 Regular Town Board Meeting, with the original now on file in said office, and find the same to be a true and correct transcript therefrom and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Town of Orangetown,

This 24th day of May, 2019


Town Clerk

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

| <u>Phase/Sub-phase/Task</u> | Responsibility: <u>NYSDOT</u> <u>Sponsor</u> | |
|--|---|--------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY). | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Perform all surveys for mapping and design. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Perform landscape design (including erosion control). | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey. | <input type="checkbox"/> | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u> |
|---|-------------------------------|--------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations. | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |

A2. Right-of-Way (ROW) Incidentals

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u> |
|--|-------------------------------|--------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Secure Appraisals. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | <input type="checkbox"/> | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|--------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|-------------------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Compile and submit Contract Award Documentation Package. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|---|---|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NEW YORK STATE DEPARTMENT of TRANSPORTATION

NYSDOT Contract No. D040664

Executive Order 14 and Executive Order 16 Certification

This certification is required from all Sponsors prior to contract / agreement execution.

New York State Executive Order No. 14 directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia, “protecting New York from financing discrimination against the Ukrainian people”. New York State Executive Order (herein, “Executive Order”) No. 16 directs State Entities to refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia until such time as sanctions imposed by the federal government are no longer in effect.

For purposes of this certification, and as set forth in Executive Order No. 16, an “Entity conducting business operations in Russia” means “an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.”

Notwithstanding the foregoing, an Affected State Entity may contract with an Entity conducting business operations in Russia provided that the head of the Affected State Entity makes a determination in writing that the investment or contract is necessary for the Affected State Entity to perform its functions and that no suitable investment or contractual alternatives exist.

In accordance with Executive Order No. 14 and Executive Order No. 16 (collectively, “the Executive Orders”), specific to the bid or proposal submitted for the above referenced contract or solicitation, and as evidenced by signature affixed hereto, Offeror/Bidder/Contractor (or any assignee) certifies they: (1) are not an Entity conducting business operations in Russia, (2) are not conducting, will not conduct, and will not engage any such company that conducts, commercial activity with (a) the Russian Government, and (b) commercial entities headquartered in Russia or with their principal place of business in Russia, in the form of contracting, sales, purchasing, investment, or any business partnership.

NYSDOT reserves the right to reject any bid, proposal, grants, or request for assignment of any Offeror / Bidder / Contractor / Sponsor, and to pursue a responsibility review with respect to any entity that is awarded a contract, if found to be in violation of this Certification or the Executive Orders.

Sponsor [Name]:

By [signature]: _____

Name [print]:

Title:

Date: _____, 20

This certification must be signed by an authorized executive or legal representative



Quote

| Date | Quote # |
|-----------|---------|
| 7/28/2022 | ES31224 |

Bill To:

Ship To: Matt Lenihan
Town of Orangetown
26 Orangeburg Road
IT Department
Orangeburg NY 10962

| Title | Terms | Rep |
|---|--------|----------------|
| 95 S Franklin Building- Access and CCTV | Net 30 | Sobel, Matthew |

| Ln # | Qty | Description | Unit Price | Ext. Price |
|------|-----|---|------------|------------|
| 1 | 60 | Hosted Video <i>Manuf. Part #: OVA</i> | \$28.00 | \$1,680.00 |
| 2 | 5 | 5MP Camera <i>Manuf. Part #: IPV-51-IR</i> | \$811.69 | \$4,058.45 |
| 3 | 3 | Pendant Cap Mount <i>Manuf. Part #: ACC-MNT-8</i> | \$41.00 | \$123.00 |
| 4 | 3 | Arm Mount <i>Manuf. Part #: ACC-MNT-2</i> | \$61.00 | \$183.00 |
| 5 | 3 | Pole Mount Bracket <i>Manuf. Part #: ACC-MNT-4</i> | \$71.25 | \$213.75 |
| 6 | 1 | 8-Port Industrial PoE+ Unmanaged Ethernet Switch, w/8*10/100Tx (30W/Port), 12VDC-36VDC; EOT: -40~75C <i>Manuf. Part #: LNP-0800-24-T</i> | \$479.22 | \$479.22 |
| 7 | 1 | 120 Watt Series - Industrial Single Output DIN Rail Power Supply with PFC Function <i>Manuf. Part #: PS1 : PS1E-A : SDR-120-12</i> | \$133.28 | \$133.28 |
| 8 | 1 | Door Access Monitoring Service PROVIDED <i>Manuf. Part #: Monitoring Services</i> | \$373.80 | \$373.80 |
| 9 | 1 | System Processor Module - Supports up to 31 Modules, Onboard support for 8 In / 4 Out, 2 Readers, TCP/IP and Serial connectivity (Series 3, Red PCB) <i>Manuf. Part #: LP-1502</i> | \$1,487.70 | \$1,487.70 |
| 10 | 1 | 8 lock, class 2 pwr ltd at 2.5A per output, 2A/12V and 2A/24V (75W max power) E2 enclosure network managed <i>Manuf. Part #: FPO75-B100M8PNL4E2</i> | \$543.90 | \$543.90 |

| Ln # | Qty | Description | Unit Price | Ext. Price |
|------|-----|--|------------|------------|
| 11 | 2 | PIR MOTION DET WHITE 12/24VDC AC/DC TD 2SPDT <i>Manuf. Part #: MD-31DOW</i> | \$187.11 | \$374.22 |
| 12 | 1 | 18/4 STR JKT CL2P 5C BX BGE <i>Manuf. Part #: 31155512</i> | \$89.43 | \$89.43 |
| 13 | 30 | NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 4 <i>Manuf. Part #: Total Hourly Rate</i> | \$159.00 | \$4,770.00 |
| 14 | 6 | NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 23 <i>Manuf. Part #: Total Hourly Rate</i> | \$159.00 | \$954.00 |
| 15 | 2 | NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 21 <i>Manuf. Part #: Total Hourly Rate</i> | \$159.00 | \$318.00 |

Pricing as per contract# : NYS PT68745 A+ T&S: Security Contract

| | |
|-----------------|--------------------|
| Subtotal | \$15,781.75 |
| Sales Tax | \$0.00 |
| Total | \$15,781.75 |

SCOPE OF WORK

A+ to provide and install the following:

- (5) Ava Dome cameras to replace existing IP cameras. 2 on gazebo and 3 on pole overlooking courts. Re-using existing Cat6 cables
- (2) PIR Motion Sensors to be installed on existing doors for both bathrooms
- (1) Feenics Access Control panel to replace existing panel in storage room to control door schedules
- (1) Antaira 8-port POE unmanaged network switch to be installed to provide camera power/data

ASSUMPTIONS

- All existing doors/door hardware to be in good working order
 - All existing cabling to be re-used and in good working order
 - Remote Access is required for A+ for duration of the project
 - All trees/plants blocking camera views to be trimmed/removed by customer
 - Client is to provide all Network Routing, Required Bandwidth, IP Addresses, Battery Backup, Patch Panels Ports, 110V Electrical Outlets, and Rack/Wall Space
 - Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
 - Use of Bucket Truck/Man Lift not included in price.
 - Electrical Outlets must be within 3 Ft of Equipment Location.
 - Unless specifically mentioned in the Scope of Work, J-Hooks, Cable Tray, Wire Mold, Conduit and Conduit Sleeves are not included in this proposal. If requested by customer, Labor and Materials can be provided on a separate estimate.
 - Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
 - A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
 - Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
 - Client to provide Interior Floor Plans for all buildings associated with this project.
 - Client responsible for any permits required.
 - Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
 - Cable Certification is not included. If required, this can be provided at an additional cost.
 - All work areas to be asbestos free.
 - All devices to be install at a serviceable lift/ladder height
 - High Voltage Electrical Work Not Included.
 - All IDF Locations to have available uplink ports for new equipment on this proposal.
 - Proof of tax exemption is required
 - A+ will use existing cabling pathways, J-Hooks, and conduit sleeves.
-

Sign here to acknowledge that you have read and understand the Scope of Work, Assumptions & Notes/Customer's Expectations.

Signature

Print Name

Due to the current supply chain shortages and material price increases, all proposals are only valid for 30 days from date listed.

TERMS & CONDITIONS

1. REMITTANCES: : All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

| | |
|-----------------|---|
| Bill To: | Ship To: Matt Lenihan Town of Orangetown 26 Orangeburg Road IT Department Orangeburg NY 10962 |
|-----------------|---|

Optional Leasing

Total Price: \$15,781.75
36 Month Lease: \$535.00
48 Month Lease: \$421.37
60 Month Lease: \$345.62

The Lease Payment price above is only intended to be used as a guideline and/is subject to credit approval. The actual payment is determined at the time of approval and may vary from the above. Please contact your sales associate for further details.

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above. The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

Signature

Print Name

Date



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 no later than 48 hours prior to the event.

Event Information

Event Name * 34 Annual South Nyack Road Rave

Event Location Name * Franklin Street Park

Event Address *

Street Address
95 S. Franklin Street
Address Line 2

City State / Province / Region
Nyack NY

Postal / Zip Code Country
10960 USA

Event Start Date * 9/11/2022
07:00:00 AM

Event End Date * 9/11/2022
12:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
Alongside the wall of the Orangetown Firehouse at 1 Depot Place, bordering the Esposito Trail.

Number of regular units required * 10

Number of ADA units required * 0

Total Number of units required * 10

Applicant Information

Applicant First Name * William

Applicant Last Name * Carpenter

Organization Name * Rockland Road Runners Association

Organization Not For Profit? * Yes
 No

Organization Address *

Street Address

PO Box 132

Address Line 2

City

Congers

Postal / Zip Code

10920

State / Province / Region

NY

Country

USA

Phone (w) * (845) 558-2857

Phone (c) * (845) 558-2857

Email * SN10@RocklandRoadRunners.org

Certificate of Insurance *

Insurance cert - Orangetown 2022 ACORD Form

20220621-143716.pdf

18.06KB

Certificate must list the Town of Orangetown as additional Insured

Signature *





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 no later than 48 hours prior to the event.

Event Information

Event Name * Pearl River Auto Show

Event Location Name * Central Avre. field

Event Address *

| | |
|---------------------|---------------------------|
| Street Address | |
| 58 East central ave | |
| Address Line 2 | |
| City | State / Province / Region |
| Pearl River | NY |
| Postal / Zip Code | Country |
| 10965 | United States |

Event Start Date * 9/18/2022
06:00:00 AM

Event End Date * 9/18/2022
05:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
south east entrance side walk . RAIN date is 9/25/2022

Number of regular units required * 2

Number of ADA units required * 0

Total Number of units required * 2

Applicant Information

Applicant First Name * MARK

Applicant Last Name * OUTWATER

Organization Name * Pearl River Hook and Ladder

Organization Not For Profit? * Yes
 No

**Organization
Address ***

Street Address

58 e . Central ave

Address Line 2

City

Pearl River

Postal / Zip Code

10965

State / Province / Region

NY

Country

United States

Phone (w) *

8453044181

Phone (c) *

8453044181

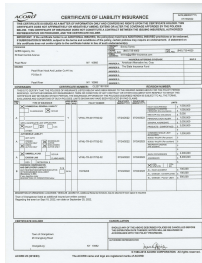
Email *

mso10965@yahoo.com

**Certificate of
Insurance ***

Car show town ins. 2022-2023 001.jpg

1.62MB



Certificate must list the Town of Orangetown as additional Insured

Signature *

Mark Outwater

AUG 05 2022

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 22-SP-042

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: Pearl River Auto show

APPLICANT NAME: Pearl River Hook & Ladder c/o Mark Outwater

ADDRESS: 145 S. William St Pearl River NY 10965

PHONE #: _____ CELL # 845-304-4181 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER Auto show

The above event will be held on Sept 18 from 6 A to 5 P RAIN DATE: Sept 25, 2022

Location of event: Central ave Field P.R

Sponsored by: Pearl River Hook & Ladder Telephone #: 845-735-8822

Address: 58 E. Central ave P.R. NY

Estimated # of persons participating in event: 400 vehicles 200

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Pearl River Hook & Ladder Co. 845-735-8822

Signature of Applicant: Mark Outwater Date: 8/5/2022

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 8/5/22

Certificate of Insurance - Received On: 8/5/22

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N Received On: X

Rockland County Highway Dept. Permit: Y/N Received On: X

NYSDOT Permit: Y/N Received On: X

Route/Map/Parking Plan: Y/N Received On: X

RFS #: 55200 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: X

APPROVED: [Signature] 8-8-22 ⁶⁵ (M) DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N - Application Required: _____ Fee Paid - Amount/Check # _____

Port-o-Sans: Y/N: 2 Other: _____

APPROVED: [Signature] DATE: 8/12/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: _____ Items: _____

APPROVED: [Signature] 197 DATE: 8/10/22
Chief of Police

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: 8/23/22 Approved On: _____ TBR #: _____

RECEIVED

AUG 05 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

July 19, 2022

Highway Department
Mr. James Dean
Route 303
Orangeburg, NY 10962

Dear Mr. Dean

The members of the Pearl River Hook & Ladder Company will be holding their annual Car Show on Sunday, September 18, 2022 on the Central Avenue field in Pearl River. We would be grateful if the town would provide the following items:

15 – 55 gal drums for garbage

The rain date for this event will be on Sunday, September 25, 2022

We would like to thank you for your continued support.

Attached is our Insurance certificate.

Respectfully,

Mark S. Outwater
Car Show Committee Chairman
845-304-4181



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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).

| | | | |
|--|---|--------------------------------------|-------------------------------|
| PRODUCER Griffith Agency, Inc. 59 East Central Avenue Pearl River NY 10965 | CONTACT NAME: Emma Torres | PHONE (A/C, No, Ext): (845) 735-4800 | FAX (A/C, No): (845) 735-4825 |
| | E-MAIL ADDRESS: emma@griffith-insurance.com | | |
| INSURED Pearl River Hook And Ladder Co #1 Inc PO Box 6 Pearl River NY 10965 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: American Alternative Ins. Corp | | |
| | INSURER B: The State Insurance Fund | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: CL2271901300 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | VFNU-TR-0017792-02 | 07/24/2022 | 07/24/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | VFNU-TR-0017792-02 | 07/24/2022 | 07/24/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | VFNU-TR-0017792-02 | 07/24/2022 | 07/24/2023 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 11873205 | 07/24/2022 | 07/24/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Orangetown listed as additional insured per written contact.
Regarding the event on Sept 18, 2022, rain date on September 25, 2022.

| | | |
|---|---|---|
| CERTIFICATE HOLDER Town of Orangetown 26 Oranburg Road Oranburg NY 10962 | RECEIVED AUG 05 2022 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|---|

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TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 22-SP-039

EVENT NAME: Pearl River High School Pep Rally + Bonfire

APPLICANT NAME: Arthur McCormack - Athletic Director PRSD

ADDRESS: 275 E Central Ave, Pearl River NY 10965

PHONE #: 845 620 3925 CELL # 201-788-1262 FAX # 845-620-3868

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER

The above event will be held on 9/30/22 from 7:00 to 10:00 RAIN DATE: N/A
pm pm

Location of event: Pearl River School District Grounds at Central Ave Field

Sponsored by: Pearl River Athletics Telephone #: 845-620-3944

Address: 275 E Central Ave Pearl River NY 10965

Estimated # of persons participating in event: 850 vehicles 250

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Pearl River School District - Facilities Dept.

Signature of Applicant: Arthur McCormack Date: 7/25/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/25/22

Certificate of Insurance - Received On: 7/25/22

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: X

Rockland County Highway Dept. Permit: Y / N - Received On: X

NYS DOT Permit: Y / N - Received On: X

Route/Map/Parking Plan: Y / N - Received On: X

RFS #: 54918 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: 2yds sand

APPROVED: [Signature] 7/27/22 7/25/22 DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N - Application Required: _____ Fee Paid - Amount/Check # _____

Port-o-Sans: Y / N - Other: _____

APPROVED: [Signature] DATE: 7/29/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Sgt. Melner 198 Items: _____

APPROVED: Sgt. Melner 198 DATE: 08/01/22
Chief of Police

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: 8/9/22 Approved On: _____ TBR #: _____

RECEIVED
JUL 25 2022
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

Pearl River School District



JUL 25 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ATHLETIC DEPARTMENT
275 East Central Avenue
Pearl River, New York 10965
www.pearlriver.org

Phone: 845-620-3925 – Fax: 845-620-3868

Arthur McCormack
Director of Physical Education & Athletics

To: Orangetown Town Board
From: Arthur McCormack
Date: July 12, 2022
Re: Athletic Pep Rally/Bonfire at Pearl River High School

As in the past, the Pearl River School District is requesting assistance from the following departments in the Town of Orangetown to host their annual athletic pep rally and bonfire. The event is being held at Pearl River School District Grounds at Central Avenue Field on Friday, September 30, 2022 at 7:00pm.

The following resources are being requested from the respective departments.

- **Highway Department** – Use of barricades and barrels to be placed around the bonfire and two yards of sand to be utilized for the base of the bonfire.
- **Police Department** – The presence of two Orangetown Auxiliary Police Officers to assist with crowd control and traffic control throughout the course of the evening.

If you have any further questions or concerns, you may call the Pearl River Athletic Department at (845) 620-3925. Thank you for your continued support.

Sincerely,

A handwritten signature in cursive script that reads 'Arthur McCormack'.

Arthur McCormack
Director of Physical Education & Athletics

Enc: Special Use Permit & Certificate of Insurance

Cc: Jim Dean, Superintendent of Highways
Donald Butterworth, Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

| | | | |
|---|-----------------------------|--|----------------|
| PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553 | RECEIVED JUL 25 2022 | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: New York Schools Insurance Reciprocal | 34843 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED
 Pearl River UFSD
 135 West Crooked Hill Road
 Pearl River, NY 10965

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR NSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|---------------------|---------------|-------------------------|-------------------------|---|--------------|
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: | X | SSP PR 001 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | GENERAL AGGREGATE | UNLIMITED |
| | | | | | | PRODUCTS - COMP/OP AGG | \$1,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | ECL PR 001 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE | \$20,000,000 |
| | | | | | | AGGREGATE | UNLIMITED |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured only as respects to the use of premises/facilities during the policy period.

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |



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 * COI for Showmobile 2022.pdf 87.35KB

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.

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 * Dominican University NY: Family Day & Fire in the Sky

Event Location Name * Dominican University NY: Campus Quad

Event Address *

Street Address
495 Western Highway
Address Line 2
City
Orangeburg
Postal / Zip Code
10962

State / Province / Region
NY
Country
United States

Setup Date & Time * 9/17/2022
10:00:00 AM

Take-Down Date & Time * 9/17/2022
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.

We will have a variety of performances from two outside groups as well as student groups for our annual Family Day & Fire in the Sky event.

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Rachel McGinty

Organization Name * Dominican University NY

Organization Address * 470 Western Highway S

Organization City * Orangeburg

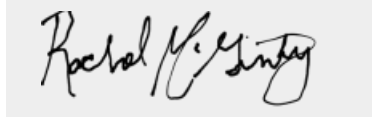
Organization State * NY

Phone (w) * 8458484034

Phone (c) * 845-987-4292

Email * rachel.mcginty@dc.edu

Signature*

A handwritten signature in black ink on a light gray background. The signature appears to read "Rachel M. Sinter".

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)

7/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

| | | |
|--|--|------------------------------------|
| PRODUCER Waldorf Risk Solutions PO Box 590 Huntington NY 11743 | CONTACT NAME: PHONE (A/C No. Ext): 631-423-9500 | FAX (A/C, No): 631-424-3610 |
| | E-MAIL ADDRESS: jacklyn@wrs1928.com | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Certain Underwriters at Lloyds, London - AA1122000 | | |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
 Dominican University of New York
 470 Western Highway
 Orangeburg NY 10962

COVERAGES

CERTIFICATE NUMBER: 345584860

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 22W1258 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 22XS231 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured as required by written contract.

RE: Use of Showmobile - Fire in the Sky - 9/17/2022

CERTIFICATE HOLDER**CANCELLATION**

Town of Orangetown
 Town Hall
 26 Orangeburg Road
 Orangeburg NY 10962

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 * img-220719144716.pdf 122.4KB

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.

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 * Pearl River Day

Event Location Name * East Central Ave

Event Address *

Street Address
East Central Avenue
Address Line 2
City Pearl River State / Province / Region NY
Postal / Zip Code 10965 Country US

Setup Date & Time * 10/15/2022
07:00:00 AM

Take-Down Date & Time * 10/15/2022
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.
No rain date, live music throughout the day.

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Michael O'Sullivan

Organization Name * Pearl River Chamber of Commerce

Organization Address * PO Box 829

Organization City * Pearl River

Organization State * NY

Phone (w) * 9145883875

Phone (c) * 9145883875

Email * mickosull@yahoo.com

Signature*



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



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 no later than 48 hours prior to the event.

Event Information

Event Name * Pearl River Day

Event Location Name * Central Ave

Event Address *

Street Address
Central Ave
Address Line 2

City Pearl River State / Province / Region NY

Postal / Zip Code 10965 Country United States

Event Start Date * 10/15/2022
07:00:00 AM

Event End Date * 10/15/2022
09:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
2 regular and 1 ADA compliant at two locations.

Williams St and Central
Northwest Corner of Central Ave Field

Number of regular units required * 4

Number of ADA units required * 2

Total Number of units required * 6

Applicant Information

Applicant First Name * Michael

Applicant Last Name * O'Sullivan

Organization Name * Pearl River Chamber of Commerce

Organization Not For Profit? * Yes
 No

Organization Address *

Street Address

PO Box 829

Address Line 2

City

Pearl River

Postal / Zip Code

10965

State / Province / Region

NY

Country

United States

Phone (w) *

9145883875

Phone (c) *

9145883875

Email *

mickosull@yahoo.com

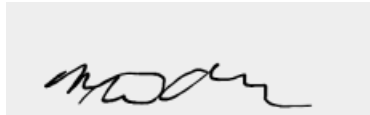
Certificate of Insurance *

img-220719144716.pdf

122.4KB

Certificate must list the Town of Orangetown as additional Insured

Signature *

A rectangular box containing a handwritten signature in black ink on a light gray background.



Application For Use Of Town Parks

Organization Info

Organization Name: *

Organization Type: * Athletic Groups
 General Use

Residency: * Youth Resident
 Adult Resident
 Youth Non-Resident
 Adult Non-Resident
See descriptions below

Residency Description

To be considered a "resident organization," 65% of the participating members must be residents of the Town of Orangetown.

An organizations/groups residency is determined by the total population of registered participants for the full previous operating year. Registration lists/rosters are required.

There will be a non-resident fee equal to 10% of the cost of enrollment in the program made payable to the Town within one month following the close of registration.

Orangetown Youth Athletic Groups consisting of fifty (50) or more participants must provide proof of the organizations tax exempt status in the form of a N.Y.S. certificate of not-for-profit status under the N.Y.S. not-for-profit corporation and copies of N.Y.S. and/or Federal tax returns or other required filings, documenting governmental recognition of the group's/organization's non-profit status on an annual basis, within 60 days of the applicable State and Federal filing deadline.

Use Request

| | |
|--|---|
| Park Requested: * | Veterans Memorial <input type="text"/> |
| Area of Use Requested: * | The pond area <small>Which part of the facility would you like to reserve?</small> |
| General Use Description: * | Annual Rotary Fishing Contest 9/10/2022, with a rain date of 9/19/2022. |
| Will admission/fees be charged? * | No <input type="text"/> |
| Additional Service Requested: | Orange fencing, sound system, fountain. |

Dates Requested

Please enter the starting date, ending date, day and times for that day. If they want to enter different days then click "add more dates" to add another day.

| | | |
|--------------------------|-----------|-------------------------|
| Date Requested: * | 9/10/2022 | |
| Begin Time: * | 09:00:00 | AM <input type="text"/> |
| End Time: * | 05:00:00 | PM <input type="text"/> |

Additional Documents

Please upload these documents, if you have them. If not, we'll ask you for them later.

**Certificate of
Insurance: ***

Upload
2022-23-certificate-of-insurance.pdf

1.87MB

Applicant Information

Applicant First Name: * Ray

Applicant Last Name: * Pucci

Applicant Email * puccir1@gmail.com

Applicant Address:

Street Address
189 Elizabeth St

Address Line 2

City: Pearl River State / Province / Region: NEW YORK

Postal / Zip Code: 10965 Country: United States

Mobile Phone: 8455703370

Home Phone: 8457357047

By signing below, the applicant agrees to indemnify the Town of Orangetown for any liability that may arise against the Town as a result of the applicants use of the fields. Permits are not valid until a certificate of insurance naming the Town of Orange town as an "Additional Insured" has been received. Minimum Insurance required: Bodily Injury - \$1,000,000.00. Aggregate - \$3,000,000.00. Property Damage Liability - \$100,000.00. Insurance Certificate must state: "The Town of Orangetown is an additional insured." It is intended that the Town will be the primary insured under such policy.

Signature *

Ray Pucci

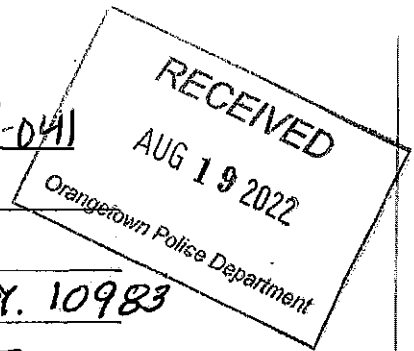
RECEIVED

AUG 01 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 22-SP-041



EVENT NAME: 9/11- MEMORIAL SERVICE

APPLICANT NAME: VOL. FIRE ASSOC. OF TAPPAN

ADDRESS: 123 WASHINGTON ST, TAPPAN, NY. 10983

PHONE #: 845-642-0144 CELL # 845-642-0144 FAX # -

CHECK ONE: PARADE RACE/RUN/WALK OTHER MEMORIAL SERVICE

The above event will be held on SEPT 11 from 8 AM to 11 AM RAIN DATE: _____

Location of event: TAPPAN MEMORIAL TRIANGLE

Sponsored by: VFAT Telephone #: _____

Address: 123 WASHINGTON ST, TAPPAN NY 10983

Estimated # of persons participating in event: _____ vehicles _____

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Signature of Applicant: Richard Farry Date: Aug. 1, 2022

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 8/1/22

Certificate of Insurance - Received On: 8/1/22

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: N - Received On: 8/1/22

Rockland County Highway Dept. Permit: Y/ N - Received On: X

NYS DOT Permit: Y/ N - Received On: X

Route/Map/Parking Plan: Y/ N - Received On: X

RFS #: 55187 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: (2) Message Boards

APPROVED: [Signature] 8-11-22 KS 8/11/22 DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/ N - Application Required: _____ Fee Paid - Amount/Check # _____

Port-o-Sans: Y/ N - Other: _____

APPROVED: [Signature] DATE: 8/16/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/ N - Items: _____

APPROVED: [Signature] #22# DATE: 8/19/2022
Chief of Police

**** Please return to the Highway Department to be placed on the Town Board Workshop ****

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**
119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

Affiliations:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME VFAT Tappan- Richard Farry DATE 8/1/22

COMPANY "

ADDRESS 123 Washington Street, Tappan

TELEPHONE 845-642-0144

(INCLUDE 24-HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Greenbush Road, Tappan

(Address number and name of road)

between Old Tappan Road & Kings Highway

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING 9/11 Memorial Service

DATE OF CLOSING 9/11/22 RAIN DATE _____

TIME ROAD WILL BE CLOSED 8am-11am

WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? NO

TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.

PRELIMINARY APPROVAL *[Signature]* 8-11-22 13 8/1/22 DATE _____

JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02bjd

HAMLETS: PEARL RIVER · BLAUVELT · ORANGETOWN · TAPPAN · SPARKILL · PALISADES · UPPER GRANDVIEW · SOUTH NYACK



CLEAN STREETS = CLEAN STREAMS

RECEIVED

AUG 01 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT


Volunteer Fire Association of Tappan

INCORPORATED MARCH 28TH, 1907

TAPPAN, NY 10983

RECEIVED

AUG 01 2022

SUPERVISOR'S OFFICE

August 1, 2022

Supervisor Teresa Kenny
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

The Volunteer Fire Association of Tappan will hold their Annual Memorial Day Service on Sunday, September 11, 2022 at 8:30 AM. We request the use of two mobile solar signs to advertise our 911 Memorial Service.

We request one sign be placed in front of the Tappan Firehouse on Western Highway and the second be placed by the Tappan Memorial Triangle in front of the Tappan Reformed Church.

Both signs to read;

**911 MEMORIAL SERVICE
TAPPAN MEMORIAL TRIANGLE
SUNDAY, SEPT 11 – 8:30 AM**

Signs operational from August 26 to September 11, 2022.

The contact person is Richard Farry – Cell # 845-642-0144.

Thank You for your assistance.



Richard Farry
Chairman

CC: James Dean, Superintendent of Highways



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

| | | | |
|--|--|--|--|
| PRODUCER Hubbinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762 | | CONTACT NAME: Rosanne Capuano PHONE (A/C, No, Ext): (516)795-1330 E-MAIL ADDRESS: rosanne@hubbinette-cowell.com FAX (A/C, No): (516)795-5101 | |
| INSURED Tappan Fire District PO Box 525 Tappan, NY 10983 | | INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F: | |
| RECEIVED AUG 01 2022 | | NAIC # 19445 19445 | |

COVERAGES **CERTIFICATE NUMBER:** 00001114-164839 **REVISION NUMBER:** 15

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|---|---------------------|-----------------|-------------------------|-------------------------|---|
| A | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER | Y | VFNU-TR-0014556 | 06/15/2022 | 06/15/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 |
| B | AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | VFNU-TR-0014556 | 06/15/2022 | 06/15/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$ | Y | VFNU-TR-0014556 | 06/15/2022 | 06/15/2023 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE FOR USE OF MESSAGE BOARD FOR UPCOMING EVENTS. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

| | |
|---|--|
| CERTIFICATE HOLDER TOWN OF ORANGETOWN 26 ORANGEBURG ROAD ORANGEBURG, NY 10962 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paul A. Lowell Jr.</i> (RMC) |
|---|--|

WARRANT

| Warrant Reference | Warrant # | Amount |
|---------------------------------------|------------------|-----------------|
| Approved for payment in the amount of | | |
| | 071422 | \$ 1,384.87 |
| | 072122 | \$ 1,767.00 |
| | 072922 | \$ 52,734.63 |
| | 080522 | \$ 1,171,374.06 |
| | 080922 | \$ 674,540.41 |
| | 082322 | \$ 2,367,899.40 |
| | | \$ 4,269,700.37 |

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 8/19/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 8/23/2022 consists of 6 warrants for a total of \$4,269,700.37.

The first warrant had 1 voucher for \$1,384 and was for utilities.

The second warrant had 1 voucher for \$1,767 and was for moving the Guy wire for new town hall.

The third warrant had 31 vouchers for \$52,734 and had the following items of interest.

1. Gentile, Steven (p2) - \$14,195 for 207c payments.

The fourth warrant had 73 vouchers for \$1,171,374 and had the following items of interest.

2. CSEA Employee Benefit Fund (p2) - \$34,138 for dental benefits.
3. JP Morgan Equipment Finance (p4) - \$53,828 for Energy Performance contract.
4. NYS Dept. of Civil Service (p9) - \$830,562 for healthcare benefits.

The fifth warrant had 41 vouchers for \$674,540 and had the following items of interest.

5. Applied Golf (p3) - \$128,608 for Blue Hill contract.
6. Applied Golf (p3) - \$51,219 for Broadacres contract.
7. Capasso & Sons (p4) - \$160,062 for recycling.
8. Chestnut Ridge Transportation (p4) - \$40,455 for summer camp buses.
9. Colliers Engineering & Design (p5) - \$25,231 for Rt. 303 culvert inspections.
10. Fanshawe (p6) - \$150,575 for new Town Hall electrical (bonded).
11. Metlife (p8) - \$14,193 for Police dental benefits.
12. NYPA (p9) - \$21,790 for streetlight project.
13. Skyhawks Sports Academy (p12) - \$19,748 for summer camp classes.

14. Verde Electric (p14) - \$16,760 for traffic signal replacements.

The sixth warrant had 251 vouchers for \$2,367,899 and had the following items of interest.

15. AKRF Inc. (p3) - \$54,744 for Orangetown comprehensive plan.

16. Beckmann Appraisals. (p6) - \$15,000 for certiorari defense.

17. Beyer Ford (p7) - \$30,188 for sewer vehicle

18. Brooker Engineering (p18) - \$12,594 for drainage escrow returns.

19. Chestnut Ridge Transportation (p20) - \$9,300 for summer camp buses.

20. Global Montello (p35) - \$91,311 for fuel.

21. Goosetown Enterprises (p36) - \$11,095 for Police leases.

22. Hudson Valley Engineering (p39) - \$37,234 for N. Middletown Rd. inspections.

23. Joe Lombardo Plumbing & Heating (p49) - \$60,538 for new Town Hall.

24. Johnson Controls (p51) - \$9,485 for HVAC service at Town Hall.

25. Moodys Investor Service (p55) - \$33,000 for bond rating.

26. Morano Brothers (p57) - \$140,025 for N. Middletown Rd. Project.

27. S&L Plumbing & Heating (p69) - \$156,009 for new Town Hall (bonded).

28. State Comptroller (p76) - \$24,127 for Justice fines.

29. Tilcon NY (p80) - \$26,885 for Highway materials.

30. Vanas Construction (p83) - \$1,363,314 for new Town Hall (bonded).

31. Verde Electric (p83) - \$90,999 for replacement of 9 traffic signals (bonded).

Please feel free to contact me with any questions or comments.

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