

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“**Agreement**” or “**MOU**”) is made this ___ day of September, 2021 (“**Effective Date**”), by and between the **TOWN OF ORANGETOWN**, a New York municipal corporation with offices at 26 W. Orangeburg Road, Orangeburg, NY 10962 (“**Town**”) and Reveil LLC, a Delaware limited liability company with an office at 8 The Green, Suite B, Dover, DE 19901 (“**Developer**,” collectively with the Town, the “**Parties**,” and each a “**Party**”).

RECITALS:

WHEREAS, the Town Board is desirous of attracting and considering future development, planning and zoning with respect to certain property known as HNA Palisades Center, located at 334 Route 9W, Palisades, New York (Parcel ID: 78.13-1-1) (“**Property**”), in cooperation with the current private property owner who had expressed an interest in selling the Property; and

WHEREAS, the subject Property has been vacant for approximately four (4) years, and while the current owner, HNA Training Center NY, LLC (“**HNA**”) has indicated a desire at times to possibly continue to own and manage the Property, the Town is aware of no tangible or imminent plans in that regard;

WHEREAS, the Property is in tax arrears of over \$2 million (“**Tax Arrears**”), and the current owner is presently prosecuting a tax certiorari action against the Town and School District; and

WHEREAS, the Town has a vision for maximizing, revitalizing and redeveloping the currently underutilized and vacant Property for the benefit of the community, with a use that will have the public purpose of enhancing the sound growth of the Town, increase its tax base, preserve key environmental on-site features, provide public amenities and uses, and encourage good design standards; and

WHEREAS, in furtherance of these goals, the Town sought interest from the development community and the public for site development concepts that would meet the Town’s vision and comprehensive plans of utilizing the Property for the benefit of the community, by soliciting expressions of interest and proposals from potential redevelopers; and

WHEREAS, the Town was encouraged by the owners of the Property in the past with respect to such efforts, including, sponsoring tours of the Property for potential developers and sharing various relevant materials; and

WHEREAS, in recognizing that in order to properly evaluate the Property and plan for redevelopment, the Town Board in or around August 2020, engaged the services of a professional planner, AKRF Environmental Planning and Engineering Consultants (“**AKRF**”),

as well as outside Special Counsel, Zarin & Steinmetz, to assist the Town in such review and planning for redevelopment; and

WHEREAS, AKRF and Zarin & Steinmetz have assisted the Town Board in examining the economic feasibility and environmental considerations of potential uses for the Property; and

WHEREAS, at the Town Board's direction, the Town and its consultants prepared and issued a Request for Expressions of Interest ("**RFEI**") to potential redevelopers on or about January 8, 2021, which, among other things, specified the Town's redevelopment vision for the Property, and set forth certain submission requirements; and

WHEREAS, in response to the RFEI, the Town received multiple development proposals from qualified developers encompassing a range of different potential uses for the Property, including, among others, a community college, mixed-use campus with a destination hotel restaurant and bar and spa, green roof, co-working and creative spaces, film production studios, a corporate campus for a single entity, and a hotel and conference center with a restaurant, spa, and wellness center, along with various residential proposals; and

WHEREAS, after careful review and consideration of all development proposals, the Town Board, in consultation with its staff and consultants, selected three (3) finalists ("**Finalists**") from among the submitted proposals based on the criteria set forth in the RFEI and in consideration of the preliminary purchase price for the Property offered by each Finalist; and

WHEREAS, the three (3) Finalists presented their development proposals to the Town Board and the public at the Town Board's May 25, 2021, regular meeting held via Zoom teleconference; and

WHEREAS, representatives of HNA attended such meetings, and periodically communicated with the Town and its staff/consultants; and

WHEREAS, the Finalists, in addition to the meetings, engaged in ongoing dialogue with community and neighborhood groups in the Town regarding their respective proposals; and

WHEREAS, the Town determined, in accordance with the terms of the RFEI, that it would be in the public's interest to select one of the three (3) Finalists as the "**Preferred Developer**," and to thereafter commence negotiations with the current Property owner regarding implementing such proposal; and

WHEREAS, the Town continued to seek to work in cooperation and good faith with the current owner of the Property in encouraging an appropriate development plan and possible redeveloper for the Property, and engaged said owner accordingly; and

WHEREAS, after lengthy review and deliberations, the Town Board at its June 21, 2021, public meeting voted to select Developer as the Preferred Developer based upon its

mixed-used proposal, including, a refurbished branded destination hotel, a restaurant and bar, a gym and spa and an event space, various green facilities, a working farm, glamorous camping (“Glamping”) and recording studio, co-working and other creative workshop spaces, possible residential townhouse development, as well as catering and test kitchens (“**Development Proposal**” or “**Project**”); and

WHEREAS, the Town Board determined that the Developer, among other objectives, offered the most competitive preliminary purchase price from among the Finalists to acquire the Property, which proposal would best align with the Property owner’s interest in the Property, as well as would generate substantial economic and other benefits for the community, increase the tax base, provide an attractive array of public amenities and destination uses, successfully repurpose the existing facilities, and preserve key environmental features on the Property; and

WHEREAS, the Parties desire to enter into this Memorandum of Understanding to set forth the initial terms and conditions to, among other things, in cooperation with each other, negotiate with HNA to acquire the Property and to enter into a working public-private partnership to redevelop the Property in accordance with the Development Proposal attached herein as Exhibit “A”; and

WHEREAS, once the Developer acquires the Property, the Town and Developer contemplate entering into a more comprehensive Land Development Agreement, which will more fully and specifically set forth the agreements between the Town and the Developer with respect to the Property and the Project,

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, the Town and the Developer agree, as follows:

Article 1
PROJECT DESCRIPTION

1.01 Development Proposal. The Property is an approximately 106-acre parcel currently zoned Office Park District (“**OP**”). The Palisades Center is developed with an existing 206-room hotel and conference center, totaling approximately 450,000 square feet. The Developer has presented a development vision and Development Proposal, a copy of which is annexed hereto as Exhibit “A,” to develop on the Property an approximate 200 key destination branded hotel, a restaurant and bar, a gym and spa, an event space and conference center, staff housing, a heliport, a community marketplace with retail, various green facilities, a 5.0 +/- acre working farm and farmers’ market, Glamping, a daycare, a 50,000 square foot production and recording studio, offices and a minimum of 100 co-working and other creative workshop spaces, 20-30 townhomes, as well as catering and test kitchens. The Town Board has determined that this Development Proposal is consistent with the Town’s overall expressed goals and visions for the development and sustainability of the Property, as any of the same may be modified from time to time with the consent of the Town, or in accordance with the Town’s applicable land use review process described below.

1.02 Project Approvals. The Project will require multiple governmental approvals and permits, including, without limitation, one or more zoning amendments to the Town of Orangetown Zoning Code and Town Code (“**Code Amendments**”), which may also include updates to the Town of Orangetown Comprehensive Plan (“**Comprehensive Plan Amendments**”), as well as be subject to compliance with the State Environmental Quality Review Act (“**SEQRA**”) and the Town’s and other agency land use regulations (collectively, the “**Approvals**”). In addition, the Town and the Developer agree that the term “Approvals” will also include the approvals required from the County of Rockland Industrial Development Agency to provide the Project with certain financial benefits, namely sales and mortgage tax exemptions as well as real property tax abatements (a/k/a Pilot). While certain components of the Project may already be permitted on the Property notwithstanding any Code Amendments, Comprehensive Plan Amendments and Approvals detailed herein, the Developer, in its sole cost and expense, shall be responsible for and in good faith diligently and use commercially reasonable efforts to obtain all final and unappealable Approvals for the Project herein. The Town Board may undertake on its own motion or on petition the Comprehensive Plan Amendments or Code Amendments and associated SEQRA review in support of its expressed goals and visions for the development and sustainability of the Property. The Town shall endeavor to cooperate and to diligently work with Developer in seeking and obtaining the necessary Approvals, including, any required Code Amendments and Comprehensive Plan Amendments, provided, that the Parties acknowledge that the adoption of any Code Amendments and Comprehensive Plan Amendments would constitute a legislative act on the part of the Town Board, and nothing contained in this MOU shall be deemed to impose an obligation on the Town Board to adopt, in whole or in part, any such Code Amendments or Comprehensive Plan Amendments, or other Approvals. Nothing, express or implied, contained in this Section 1.02 or otherwise in this MOU shall limit, qualify, condition, impair or affect the discretion of the Town Board and any other Town agency in exercising its municipal functions, including, without limitation, any Code Amendment. Developer acknowledges further that the Town cannot commit to any particular outcome regarding the Project under SEQRA, the Eminent Domain Procedure Law (“**EDPL**”), and the respective regulations thereunder, and the Town makes no representations as to any Approvals with respect to the Project. Based upon SEQRA findings and other governmental findings and determinations required in connection with the Project, the Project may be modified, reduced in scope or rejected, in whole or in part, and any covenants, conditions and agreements set forth in this MOU are subject to and conditioned upon compliance with each of such findings and determinations. The Developer further acknowledges that the Town’s Planning Board and Zoning Board of Appeals act independently from the Town Board, and the Town Board does not have any direct control of the issuance of the Approvals that will be required from Town land use boards. Subject to the limitations expressed hereunder, the Town and Developer covenant to take all commercially reasonable actions with the goal of keeping the Project progressing in a diligent manner.

Article 2
MUTUAL COOPERATION

2.01 Covenant of Good Faith and Fair Dealing. The Parties recognize that the successful planning and execution of the Project and their respective ability to perform their obligations under this Agreement shall require reasonable cooperation. Accordingly, this MOU

imposes an obligation of good faith and fair dealing on the Parties in the performance and enforcement of their respective rights and obligations and in the achievement and ultimate implementation of the Project as set forth hereunder. The Parties, with a shared commitment to honesty and integrity in the performance and administration of this MOU, agree to the following mutual duties: (i) each shall be held to a standard of good faith and fair dealing in the performance of its duties and obligations under this MOU; (ii) each shall function within the laws and statutes applicable to its duties and responsibilities; (iii) as appropriate, each shall reasonably cooperate with the other; (iv) each will endeavor to assist one another in efficiently complying with their respective obligations and duties hereunder; (v) each shall respond reasonably, promptly and completely to the reasonable requests of the other; (vi) each shall proceed to fulfill its obligations under this MOU as diligently as reasonably possible and honestly; (vii) each agrees to use all commercially reasonable efforts to discharge their respective obligations under this MOU, and to assist each other in discharging their obligations under this MOU that are dependent in any measure on the other Party's performance; and (viii) each shall cooperate in the common endeavor of completing the performance and administration of this MOU and the consummation of the transactions contemplated by this MOU in a timely and efficient manner. Nothing in this Section shall be construed or interpreted to alter, change or limit the Parties' duties and responsibilities under any other applicable law. All dates, time limits and obligations of the Parties set forth in this MOU shall be subject to this Section 2.01 so that the failure to meet any date or time limit or the inability to perform any obligation shall be excused where any such failure or inability is the result, in whole or in part, of either Party violating the provisions of this Section. Nothing in this Section shall be construed or interpreted to require any Party to spend an unreasonable sum of money to effectuate the provisions of this Agreement and this Section (each Party, in its sole and absolute discretion, shall determine what constitutes an "unreasonable sum of money"). Any violation of this Section shall be deemed a default hereunder.

Article 3 **EXCLUSIVITY**

3.01 The Town shall not enter into or offer or agree to enter into (nor shall the Town authorize or direct any representative to act on its behalf in connection with) any negotiation, discussion, or agreement with any other firm, person, or other entity with respect to the Property and/or Project (or any similar project) proposed to be undertaken in or on the Property until the date of the expiration (as set forth herein) or sooner termination of this MOU. As consideration for the exclusivity hereunder, and to provide for payment of the Town's reasonable professionals, consultants and review costs related to the Project, the Developer shall deposit and maintain an Escrow Fund as set forth more fully in Article 6 below.

3.02 The Town hereby further agrees that, to the extent not prohibited by law, the Town shall not consider any application for a rezoning of the Property from the current owner of the Property or any other entity besides the Developer until after the date of the expiration (as set forth herein) or sooner termination of this MOU. The Parties acknowledge, however, that nothing herein would prevent the owner of the Property from submitting a bona-fide as-of-right land use application to the Town consistent with the existing zoning and regulations governing the Property, and the Town's responsibility to consider such application in the normal course; in the event of such submission, the Town shall promptly notify the Developer.

3.03 This MOU and the Exclusivity hereunder shall terminate upon the earlier of (i) the Developer and the Town entering into a Land Development Agreement or such similar agreement including, the Developer and the current owner of the Property entering into a binding agreement to purchase and sell the Property, (ii) Developer giving written notice to the Town to terminate the Agreement, (iii) Developer is unable to acquire the Property, or Developer fails to enter into an agreement to purchase the Property, within six months of this MOU, provided, that such time period shall be tolled during the pendency of any eminent domain proceeding or other related litigation, or (iv) there is an uncured default by either Party under this MOU, and said Party provides written notice to the other Party terminating the MOU after such default has not been cured after written notice of such default has been provided to the defaulting Party.

Article 4 **ACQUISITION OF PROPERTY**

4.01 Consensual Acquisition of Property. The Parties acknowledge that the Town presently does not have ownership or control of the Property, and that it is owned by HNA. Upon execution of this Agreement, the Town and the Developer each covenant in good faith to diligently and reasonably cooperate to negotiate with HNA to acquire the Property. Initially, within twenty (20) days of the full execution and delivery of this MOU to the Developer, the Developer shall work with the Town to submit a Term Sheet to HNA, which shall contain, among other provisions, an offering purchase price to be mutually agreed upon (note that the purchase price shall be inclusive of the Tax Arrears, meaning, that the Developer shall not be responsible for paying the Tax Arrears), subject to adjustment at the termination of a reasonable due diligence period. If such Term Sheet is rejected by HNA, within thirty (30) days of such rejection, the Town and Developer shall select a mutually agreed upon independent appraiser from either William Bachman or Lane Appraisals, who shall prepare an Appraisal (or an update) on behalf of the Town determining as of such date the Fair Market Value of the Property or its highest and best use under the current zoning (“**Appraised Value**”). Thereafter, Developer and the Town shall cooperate and work together in again seeking to consummate a purchase and sale agreement between HNA and the Developer for an amount not less than the Appraised Value, or some other arrangement mutually agreeable to the Town and Developer, and of course, HNA (“**Second Attempt**”).

4.02 Eminent Domain.

a. In the event that Developer is unable to enter into a consensual agreement with HNA for the acquisition of the Property within thirty (30) days of the Second Attempt, then the Town Board commits, as a last resort, to exercise its eminent domain powers to commence and prosecute the necessary procedures to acquire the Property through the EDPL and all other relevant provisions in accordance with its public purpose stated herein (the “**EDPL Process**”). If the Town acquires the Property through the EDPL or otherwise, then the Town and the Developer shall negotiate and enter into a Land Development Agreement or such other similar agreement for the Developer’s acquisition of the Property and the development of the Project on the Property.

b. The Town shall keep the Developer reasonably apprised of its progress regarding the EDPL Process, and consult with Developer on all major or material events and decisions with respect to the EDPL Process, provided, the Town retains final decision-making authority with respect to the EDPL Process, and nothing in this MOU shall constrain or otherwise limit the Town's decision-making authority with respect to said EDPL Process. In addition, promptly upon request by the Developer, the Town shall provide the Developer with copies of any and all documents, filings, papers, submissions, etc. with respect to the EDPL Process.

Article 5
REPRESENTATIONS AND WARRANTIES

5.01 Representations. The Town and Developer hereby represent and warrant for each of themselves, as follows:

a. Town is a municipal corporation formed under the laws of the State of New York, has all necessary power to execute, deliver and carry out this MOU, and to perform all obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance thereof.

b. Developer has all necessary power to execute, deliver and carry out this MOU, and to perform all obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance hereof.

c. This MOU has been duly authorized by the Town and the Developer by all requisite action on their respective parts.

d. This MOU, including all other documents, instruments and agreements now or hereafter to be executed and delivered by the Town and the Developer pursuant to the MOU, shall constitute the legal, valid and binding obligations of the Town and the Developer, enforceable against them in accordance with their terms, except as may be limited by applicable laws.

e. Town makes no representation or warranty concerning the condition of the Property, its fitness for any particular purpose, or the position of the current owner with respect to feasibility of acquiring said Property. The Town further specifically disclaims any implied warranties of condition or fitness for use.

Article 6
COSTS AND EXPENSES; ESCROW FUND

6.01 Developer shall be responsible for, liable to, indemnify the Town and hold it harmless for the reasonable costs and expenses paid by or invoiced to the Town for consultants to review the Project under its applicable laws and regulations and any of the requisite Approvals, and for all other reasonable expenses, losses, costs (including reasonably attorney fees), damages, liabilities, incurred by or invoiced to the Town in furtherance of this MOU or the Project, including, without limitation, expenses incurred preparing and negotiating various legal

and other agreements, negotiations with HNA or other costs related to acquiring the Property, costs or expenses defending this MOU or any lawsuits or proceedings, or any damages, awards or judgments against the Town arising from or related to the Project or any of the Town's obligations herein, including, without limitation, any damages, awards or costs incurred in the exercise of its eminent domain powers as set forth in Article 4 and the EDPL Process, which includes funding all appropriate studies and procedural requirements of the EDPL, funding the initial offer, funding the ultimate purchase or acquisition price, cost of defending any valuation claim initiated by the owner or HNA, as well as funding any additional acquisition costs, if any, awarded by the Court, including potential EDPL costs, section 701 costs, environmental and SEQRA consultant costs, reasonable costs of architectural review, and financial and planning review costs, including, without limitation, review and analysis of the Project and public relations costs (collectively, "**Municipal Expenses**"). This provision shall survive the termination of this MOU, and to the extent permitted by law, is intended to bind future administrations of the Town.

6.02 Municipal Expenses shall include, among other items, the costs and expenses attributable to the Town's outside legal consultant in the preparation and negotiation of this MOU, commencing upon the selection of the Developer as the Preferred Developer hereunder, and shall only become the responsibility of the Developer if this MOU is executed by the Parties.

6.03 Municipal Expenses shall not include any costs and expenses, which were incurred by the Town due to the Town's gross negligence or willful misconduct, costs and expenses which are routine and customarily incurred by the Town in connection with its day to day activities or processing of approvals, or costs and expenses borne by the Town in connection with litigation or other legal action involving a dispute with the Developer over the Approvals.

6.04 The Municipal Expenses shall at all times be reasonable. The Town shall submit detailed monthly invoices documenting all Municipal Expenses. The Town shall consult and seek input from the Developer prior to engaging any professionals with respect to the EDPL Process and Municipal Expenses. All final decisions as to engaging any professionals with respect to the EDPL Process and Municipal Expenses shall remain, however, within the Town's within its sole and absolute discretion.

6.05 Upon the signing of this Agreement, Developer shall deposit in an escrow account maintained by the Town ("**Escrow Fund**") the sum of Thirty Five Thousand Dollars (US \$35,000.00), which funds shall be applied solely to the payment of Municipal Expenses. When the Escrow Fund is reduced below \$10,000.00, the Developer shall deposit with the Town an additional sum of money so as to maintain the Escrow Fund at or near \$35,000.00. In the event of a dispute concerning Municipal Expenses, Developer and the Town shall promptly confer in a good faith effort to resolve the dispute, provided that such dispute shall not be cause for non-performance by either Party of any of its obligations under this Agreement. In the event that the Parties are unable to resolve any such dispute, they will use best efforts to determine a mutually agreed upon method for resolving the dispute.

Article 7
DEFAULT/TERMINATION

7.01 Developer Default. In the event that the Developer fails to materially comply with any of the terms and conditions of this MOU and the Developer fails to cure such default within thirty (30) days after written notice from the Town, or, with respect to defaults not reasonably capable of cure within 30 days, fails to commence to cure such default within such 30-day period and thereafter fails to diligently prosecute such cure, then the Town may in its discretion terminate this MOU, in which event:

a. Developer shall promptly pay to the Town upon demand any outstanding Municipal Expenses to the extent the same are not paid or reimbursed from the Escrow Fund, or the Town shall refund to the Developer any excess amounts held in the Escrow Fund; and

b. Developer shall provide the Town with copies of any and all non-proprietary work product, studies, analyses and any other materials or documentation prepared in relation to the Project, which material and documents the Town or its assignee may use in its sole discretion in furtherance of the redevelopment of all or any portion of the Property.

Thereafter neither Party shall have any obligations or liabilities to the other, except that Section 7.01(a) shall survive the termination of this MOU.

7.02 Town Default.

a. In the event that the Town fails to materially comply with any of the terms and conditions of this Agreement and the Town fails to cure such default within thirty (30) days after written notice from the Developer, or, with respect to defaults not reasonably capable of cure within 30 days, fails to commence to cure such default within such 30-day period and thereafter fails to diligently prosecute such cure, then the Developer may in its discretion (i) terminate this MOU, in which event the Town shall refund to the Developer any excess amounts held in the Escrow Fund after payment of all outstanding Municipal Expenses, and thereafter neither Party shall have any obligations or liabilities to the other except as set forth below, or (ii) seek any other equitable or legal relief, including, but not limited to, specific performance. Thereafter neither Party shall have any obligations or liabilities to the other, except that Section 7.02(a) shall survive termination of this MOU.

b. Except as otherwise provided in Section 7.02(a), in no event shall any limitation on or change to the Project or other modifications required by the Town in connection with any Approvals, or the failure of the Town Board to undertake or exercise any legislative action on its part, constitute a default by the Town.

7.03 Developer Termination. Notwithstanding anything to the contrary in this MOU, and in addition to all other rights and remedies available to the Developer, the Developer shall have the right to terminate this Agreement at any time in its sole and absolute discretion for any reason or no reason whatsoever, in which event the Town shall refund to the Developer any excess amounts held in the Escrow Fund after payment of all outstanding Municipal Expenses,

and thereafter neither Party shall have any obligations or liabilities to the other except as set forth herein.

7.04 Agreed Tolling Events. Notwithstanding anything to the contrary contained in this MOU, whenever there is any action, proceeding, lawsuit, and/or other legal challenge or opposition brought against any of the Parties as relates to the Project and/or this MOU, including, but not limited to, a legal action or proceeding in connection with the Town exercising its eminent domain authority herein or other action by the current owner in relation to this MOU, the time for completion of any performance requirement contained in this MOU shall be extended for a period of time equal to the duration of any such litigation or delay.

Article 8 **MISCELLANEOUS**

8.01 Local Hiring Program. Developer shall, in good faith, implement a local hiring and vendor program in relation to any construction and ongoing operation and maintenance of the Project at the appropriate time.

8.02 Public Outreach Campaign. As deemed appropriate by the Parties, Developer shall coordinate with the Town to meet with community groups to implement a public outreach campaign utilizing social media and in-person group meet-ups to allow community members to provide input to the Project and related activities.

8.03 Assignment, Transfer of Rights, and Development Partners. Developer may not assign, transfer, convey or otherwise encumber or dispose of this MOU, or any of its rights herein, without the prior written consent of the Town. Developer acknowledges that the Town entered into this MOU specifically with Developer due to: (i) Developer's resources and expertise to complete this Project, (ii) Developer's vision and Development Plan for the Property, and (iii) the team that Developer has assembled. Notwithstanding the foregoing, Developer may assign, transfer or convey any rights it has under this MOU to an affiliate of the Developer or an entity related to the Developer or under common ownership with the Developer without the consent of the Town, provided (i) written notice is provided to the Town at least fifteen (15) business days in advance of such transfer, (ii) the Developer is in substantial compliance with all of its material obligations under this MOU, any Approvals issued for the Project, and any other applicable laws and regulations, and (iii) the transferee acknowledges in writing that as a successor in interest to the Developer it is bound by all the terms and conditions of this MOU and any other relevant documents or Approvals issued for the Project or hereunder.

8.04 Tolling: All performance dates in this MOU shall be subject to tolling for periods of Unavoidable Delay. Unavoidable Delay shall include causes beyond the control of either Party, including shortage or inability to obtain labor, fuel, water, electricity or materials, acts of God, enemy action, civil commotion, fire or other casualty. For clarification, Developer's financial condition or circumstances related to the pandemic shall not constitute Unavoidable Delay hereunder.

8.05 Property Interests and Development Rights. Notwithstanding this MOU, Developer has not obtained any property interests in or development rights of any kind or character in the Property.

8.06 Recordation of Agreement. No Party shall record this MOU.

8.07 Modifications. This MOU shall not be modified or supplemented, except by an instrument in writing signed by the Parties.

8.08 Recitals. The recitals set forth above shall be incorporated into, and shall form a part of, this MOU.

8.9 Governing Law. This Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of New York without regard to its principles of conflicts of laws.

8.10 Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this MOU.

8.11 Entire Agreement. This MOU (together with any exhibits hereto), sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements (written and oral), arrangements, negotiations or understandings among the Parties and shall inure to and bind the successors and assigns of the respective Parties hereto and shall not be modified or supplemented except by an instrument in writing signed by the Parties.

8.12 Partial Invalidity. If any term or provision of this MOU or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

8.13 Binding Effect. This document shall not bind any Party unless and until each Party, in their respective sole and absolute discretion, elects to be bound hereby by executing and delivering to the other Parties an executed original counterpart hereof.

8.14 Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, and to the extent specifically permitted hereunder their respective designees, successors and assigns.

8.15 Waiver of Trial by Jury. The Town and the Developer hereby irrevocably and unconditionally waive any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this MOU.

8.16 Jurisdiction. Each Party agrees to submit to personal jurisdiction in the State of New York, sitting in Rockland County, in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Rockland County and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

8.17 Standing. Nothing contained in this MOU shall be deemed to vest any rights in a third party. Third parties, including but not limited to residents of the Town, shall not have standing to enforce any part of this MOU.

8.18 Authority. The Parties represent that that they are duly authorized to enter into this MOU, and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this MOU shall be deemed to also be references to such officers or employees or other designees of the Parties as may be appropriate to implement the terms of this MOU.

8.19 Conflict of Interests. No member, official, agent or employee of the Town shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official, agent or employee of the Town participate in any decision relating to this MOU which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

8.20 Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

8.21 Amendment and Renewal. Reference to this MOU herein shall include any amendment or renewal hereof.

8.22 Effectiveness. This MOU shall become effective as of the date hereof on the execution hereof by all of the Parties hereto and the delivery of a fully executed MOU (whether by PDF or otherwise) to each Party.

8.23 Counterparts. This MOU may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

8.24 Disputes; Costs. In any dispute or action between the Parties arising out of this MOU, or in connection with the Property, the prevailing Party shall be entitled to have and recover from the other Party all losses, damages, costs and expenses (including without limitation court costs and reasonable attorneys' fees) related thereto, whether by final judgment or by out-of-court settlement, provided, in the event of a default by the Town hereunder Developer acknowledges that its sole and exclusive remedy hereunder shall be the remedies set forth under Section 7.02 hereunder, and Developer expressly waives its rights to any other remedies or additional damages.

8.25 Limited Recourse. The obligations and agreements of the Town contained herein and any other instrument or document executed in connection herewith, and in any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Town, and not of any member, officer, agent or employee of the Town in his or her individual capacity, and the members, officers, agents and employees and consultants and counsel to the Town shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. No order or decree of specific performance with respect to any of the obligations of the Town hereunder shall be sought or enforced against the Town unless the party seeking such order or decree shall first have requested the Town in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Town shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period. The obligations and agreements of the Developer contained herein and any other instrument or document executed in connection herewith, and in any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Developer, and not of any member, officer, agent or employee of the Developer in his or her individual capacity, and the members, officers, agents and employees and consultants and counsel to the Developer shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

8.26 Notices. All notices, consents, approvals and required agreements of the Parties under this Agreement (“**Notices**”) shall be in writing and shall be delivered either personally (receipt acknowledged), or, by certified mail, electronic mail or recognized overnight carrier, in either case, return receipt requested, shall be addressed to the respective Parties at the addresses first written above and shall be deemed served on the date of delivery or the date of refusal as shown on a return receipt, as the case may be. Notices provided by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the Parties themselves. Copies of Notices shall be simultaneously sent to:

If to the Town: Supervisor Teresa Kenny
 Town of Orangetown
 Town Hall
 26 Orangeburg Road
 Orangeburg, New York 10962

tkenny@orangetown.com

With Copies To: Robert V. Magrino
Town Attorney
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962
rmagrino@orangetown.com

And a Copy to: Zarin & Steinmetz
Attn: Michael D. Zarin, Esq.
81 Main Street, Suite 415
White Plains, New York 10601
mzarin@zarin-steinmetz.com

If to Developer: [DEVELOPER ENTITY]

And a Copy To: Cuddy & Feder LLP
Attn: Taylor M. Palmer, Esq.
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
tpalmer@cuddyfeder.com

Each of the Parties hereto shall promptly notify each other of the change of their respective addresses.

IN WITNESS WHEREOF, the Town and Developer have each caused this MOU to be duly executed by their duly authorized representatives as of the day and year first above written.

TOWN OF ORANGETOWN

By: _____
Teresa Kenny, Supervisor
Town Board Resolution No. 2021-_____

Reveil LLC, Developer

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS:

On the __ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS:

On the __ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Confidential Draft Settlement Document: September 2021
8 SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----	x
API INDUSTRIES, INC. d/b/a ALUF PLASTICS,	:
	:
Petitioner/Plaintiff,	: Index No. 034875/2019
	:
- against -	:
	:
THE TOWN OF ORANGETOWN; THE ZONING	: Assigned to:
BOARD OF APPEALS OF THE TOWN OF	:
ORANGETOWN and the OFFICE OF BUILDING,	: Hon. Paul I. Marx, J.S.C.
ZONING, PLANNING, ADMINISTRATION, AND	:
ENFORCEMENT OF THE TOWN OF	:
ORANGETOWN	:
	:
Respondents/Defendants.	:
	:
-----	x

SO-ORDERED STIPULATION OF SETTLEMENT

WHEREAS, Petitioner/Plaintiff API Industries, Inc. d/b/a ALUF Plastics (“ALUF”) occupies premises located at 2 Glenshaw Street, Orangeburg, Town of Orangetown, New York (“ALUF Facility”) where it manufactures sanitary bags, medical gowns and other plastic products;

WHEREAS, ALUF submitted an application to Defendant/Respondent Zoning Board of Appeals of the Town of Orangetown (“ZBA”) seeking a determination of conformance with the provisions of §4.1 of Chapter 43 (Zoning) of the Code of the Town of Orangetown (§4.1 entitled “Performance Standards”) for the cumulative operations and equipment being employed at the ALUF Facility and additional air quality controls in accordance with requirements of the New York State Department of Environmental Conservation (“NYSDEC”);

WHEREAS, on May 11, 2017, the ZBA issued a performance standard approval under the then applicable provisions of §4.1 of the Orangetown Town Code authorizing, among other things, ALUF’s installation of ventilation system upgrades (“Ventilation System Upgrade”) to

Confidential Draft Settlement Document: September 2021

improve air quality within and exhausted from the ALUF Facility (under ZBA Case No. # 17-31) (“May 11, 2017 ZBA Decision”);

WHEREAS, prior to June 14, 2017, the New York State Department of Environmental Conservation (“NYSDEC”) approved the installation of the Ventilation System Upgrade at the ALUF Facility;

WHEREAS, on June 14, 2017, Respondent/Defendant Office of Building, Zoning, Planning, Administration, and Enforcement of the Town of Orangetown (“OZBPAE”) issued ALUF a building permit for the Ventilation System Upgrade, which Building Permit was issued pursuant to the May 11, 2017 ZBA Decision;

WHEREAS, ALUF proceeded to install the Ventilation System Upgrade in accordance with the plans and specifications approved by the ZBA and OZPBAE and as approved by NYSDEC;

WHEREAS, OBZPAE did not close out the building permit after installation of the Ventilation System Upgrade due to OBZPAE’s determination that the installation did not comply with the conditions of the Building Permit, thereby resulting in ALUF not being issued a certificate of occupancy by OBZPAE for these building improvements;

WHEREAS, on June 19, 2019, the ZBA, following a public hearing, rescinded and revoked the May 11, 2017 ZBA Decision and related building permit for the Ventilation System Upgrade (“Performance Standards Revocation”), which was based upon provisions of §4.1 of the Orangetown Town Code that had been amended in July 2018 (subsequent to the May 11, 2017 ZBA Decision);

;

Confidential Draft Settlement Document: September 2021

WHEREAS, on August 26, 2019, ALUF commenced this hybrid proceeding through a Verified Petition and Complaint (amended November 13, 2019), seeking, inter alia, a judgment annulling the Performance Standards Revocation and granting such further relief as set forth therein;

WHEREAS, on October 31, 2019, the Justice Court of the Town of Orangetown (“Town Justice Court”) entered a Decision, Order and Verdict in a proceeding entitled *People of the State of New York v. API Industries, Inc.*, (Case Nos. 19040243, 19040237, 19040373, 19040613 and 19040620) (“Justice Court Proceeding”), which found ALUF guilty of violating the then applicable odor performance standards set forth in the then §4.182 of the Orangetown Town Code;

WHEREAS, on November 26, 2019, the Town Justice Court held a sentencing hearing and assessed a \$75,000 fine against ALUF (“Sentence”);

WHEREAS, ALUF has appealed the Decision, Order and Verdict and the Sentence to the Supreme Court, Appellate Term;

WHEREAS, in accordance with the Decision, Order and Verdict, and the Sentence, entered in the Justice Court Proceeding, ALUF tendered the sum of \$75,000 to the Town Justice Court, where it remains on deposit;

WHEREAS, on June 12, 2020, ALUF filed an action in the United States District Court for the Southern District of New York against the Town of Orangetown, the Town Board for the Town of Orangetown, Teresa Kenny in her official capacity as the current Town Supervisor, and Christopher Day in his official capacity as the former Town Supervisor, challenging the constitutionality of the Town’s odor performance standards on its face and as applied to ALUF,

Confidential Draft Settlement Document: September 2021

API Industries, Inc. d/b/a ALUF Plastics v. Town of Orangetown, Civ. No. 20-cv-4533

(S.D.N.Y.) (“Federal Action”);

WHEREAS, on July 13, 2021, the Town Board of the Town of Orangetown enacted Local Law No. 6-2021, which amended provisions in the Orangetown Town Code pertaining to the regulation, administration, enforcement, and issuance of building permits and certificates of occupancy relating to the performance standards, as well as modified the Orangetown Town Code’s substantive odor performance standards (set forth, in part, in §4.182 of the Orangetown Town Code) to replace the prior performance standards for odor and establish a new objective performance standard for odor in line with standards relevant to assessing nuisance-level impacts;

WHEREAS, pursuant to the zoning amendments contained in Local Law No. 6-2021, the Town of Orangetown established the Industrial Use Committee (“IUC”), which is now responsible for the issuance of performance standards approvals;

WHEREAS, with a new odor performance standard in place, ALUF has agreed as part of this settlement to install additional improvements to address the air quality of emissions from the ALUF Facility, in the form of a Strobic Air Exhaust System (“Strobic Air System”), at an estimated cost of \$225,000.00 to ALUF, excluding soft costs, subject to review and approval by the Town under the current Town guidelines and requirements;

WHEREAS, all parties have conferred, and desire to bring this proceeding, the Justice Court Proceeding, and the Federal Court Action to a voluntary resolution and have thus reached an agreement to settle each of these matters on terms and conditions that will comport with current provisions of the Orangetown Town Code.

Confidential Draft Settlement Document: September 2021

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

A. Ventilation System Upgrade

1. The Performance Standards Revocation is hereby annulled and set aside.
2. OZBPAE shall issue a temporary certificate of occupancy (“TCO”) for the Ventilation System Upgrade, as originally approved on May 11, 2017 (under ZBA Case No. 17-31) on or before October __, 2021. The TCO shall be conditioned upon ALUF’s adherence to the commitments set forth in this Stipulation of Settlement.
3. Respondents/Defendants shall refrain from undertaking any civil or criminal enforcement action pertaining to the prior installation of, or approval for, the Ventilation System Upgrade, provided ALUF adheres to the commitments set forth in this Stipulation of Settlement. ALUF shall otherwise adhere to the relevant provisions of the Orangetown Town Code.

B. Strobic Air System

1. ALUF shall file an application with the IUC for a performance standards approval pursuant to the applicable provisions of §4.1 of the Orangetown Town Code, which application shall encompass the Strobic Air System (in tandem with the Ventilation System Upgrade) on or before October __, 2021.
2. All permit fees associated with this application shall be waived by the Town of Orangetown. ALUF shall be responsible for the payment of professional consultant fees incurred by the Town, up to a total

Confidential Draft Settlement Document: September 2021

\$3,500.00, pursuant to Chapter 14 of the Orangetown Town Code in connection with the IUC's review of ALUF's application for the Strobic Air System.

3. ALUF shall diligently respond to reasonable requests of the IUC for further information or additional documentation related to the IUC application. Responses by ALUF shall be submitted within 30 days of the request unless an extension of such time period is mutually agreed upon in writing by the IUC Chairperson and ALUF. Nothing in this ¶B(3) shall be deemed or interpreted to limit or restrict the powers and authority of the IUC, or its Chairperson, as prescribed in Orangetown Town Code §4.121(c)(i).
4. ALUF shall diligently seek any required approvals from NYSDEC to install the Strobic Air System while its application to IUC is pending.
5. Subject to receipt of any necessary NYSDEC approval, ALUF shall promptly commence installation of the Strobic Air System no later than ninety (90) days after the issuance of a building permit based upon a performance standards approval by the IUC, unless an extension of such time period is mutually agreed upon in writing by the parties, which extension shall not be unreasonably withheld. ALUF shall keep the IUC informed of its progress in securing NYSDEC approval prior to commencement of installation.
6. ALUF shall submit application for a final certificate of occupancy (for the Ventilation System Upgrade and the Strobic Air System) following completion of installation of the Strobic Air System. Such application

Confidential Draft Settlement Document: September 2021

shall be submitted no later than [X] months after the commencement of the installation of the Strobic Air Exhaust System, unless an extension of such time period is mutually agreed upon in writing by the parties, which extension shall not be unreasonably withheld.

7. In recognition of the commitment by ALUF as set forth herein to install a Strobic Air System, the Town of Orangetown shall consent to a re-sentencing of ALUF on the Justice Court Proceeding as set forth more fully below.
8. ALUF shall apply to the Town Justice Court for re-sentencing on the basis of and in recognition of constitutional challenges to the Sentence, including proportionality, and in recognition of ALUF's commitment to incur the costs of installing the Strobic Air System, the Town of Orangetown will consent to the re-sentencing based upon the following: Conditioned upon ALUF's commitment to obtain a Certificate of Occupancy for the Strobic Air System (and Ventilation System Upgrade), in accordance with the terms of this agreement, the fine of \$75,000.00 shall be reduced to \$0.00, with the understanding that ALUF shall transmit to the Town the sum \$75,000.00 to be held in escrow to ensure completion of the Strobic Air System as provided herein and in accordance with the Civil Compromise on additional cases against ALUF currently pending before the Town Justice Court (Nos. 19040243, 19040237, 19040385, 19040373, 19040613, 19040620).
9. Upon ALUF's issuance of a building permit for the Strobic Air System based upon a performance standards approval by the IUC pursuant to the applicable provisions of §4.1 of the Orangetown Town Code, the Town shall

Confidential Draft Settlement Document: September 2021

return \$37,500.00 of the escrowed funds to ALUF. Upon issuance of a Certificate of Occupancy for the Strobic Air System (and Ventilation System Upgrade) and a request therefore, the Town shall return the balance of the \$37,500.00 referenced above to ALUF in recognition of its efforts to install the Strobic Air System and discontinuance of this and all other actions as against the Town, including a release of the Defendants/Respondents herein.

C. *Miscellaneous*

1. *No admission.* This Stipulation of Settlement, which is the product of arms-length negotiations, is a compromise and settlement of any and all disputed claims and defenses concerning the subject matter thereof. This stipulation of settlement is entered into without prejudice or precedential value. This stipulation of settlement and the parties' consent to enter into it are not intended to, and do not constitute, any admission or evidence of any liability or fault whatsoever, and shall not be construed as an admission or concession of any liability or wrongdoing by either party in any arbitration, court, or other proceeding, other than to enforce the terms of this stipulation of settlement.
2. *Entire Agreement.* This Stipulation of Settlement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals and agreements, oral or written, and all other communications or understandings between the parties relating to the subject matter hereof.

Confidential Draft Settlement Document: September 2021

3. *Costs.* Each party to this action and proceeding shall bear its own costs.
4. All parties acknowledge and agree that each fully understands the terms of this Stipulation of Settlement and each and every provision thereof, and have had the opportunity to discuss the terms of this Stipulation of Settlement with their respective counsel. All parties acknowledge and agree that upon execution of this Stipulation of Settlement, and approval by the Court, this Stipulation of Settlement shall become a final, non-appealable Order of this Court.
5. Simultaneously with the execution of this Stipulation, the parties agree to execute and exchange General Releases, which will exclude from the terms, any obligation or commitments undertaken by the parties included in this Stipulation of Settlement and/or the Civil Compromise to be filed with the Town Justice Court.
5. This Stipulation of Settlement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single stipulation. PDF and electronic signatures shall be deemed to be original signatures and shall be binding upon the parties.
6. The instant proceeding shall be deemed discontinued, subject to paragraph 7 below regarding enforcement of the terms as set forth herein.
7. The court shall retain continuing jurisdiction over the enforcement of the terms set forth in this Stipulation of Settlement until such time as the Town issues a Certificate of Occupancy or similar document (for the Strobic Air System and Ventilation System Upgrade), which shall not be

Confidential Draft Settlement Document: September 2021

unreasonably withheld, at which time the proceeding shall be dismissed
with prejudice.

Dated: September [], 2021

BEVERIDGE & DIAMOND, P.C.

KEANE & BEANE, P.C.

By: _____

By: _____

Michael Murphy
477 Madison Avenue
15th Floor
New York, New York 10022

Judson Siebert
445 Hamilton Avenue
Suite 1500
White Plains, New York
10601

Attorneys for Plaintiff

Attorneys for Defendants

So Ordered:

HON. PAUL I. MARX, J.S.C.

McCULLOUGH, GOLDBERGER & STAUDT, LLP
ATTORNEYS AT LAW
1311 MAMARONECK AVENUE, SUITE 340
WHITE PLAINS, NEW YORK

FRANK S. McCULLOUGH, JR.
JAMES STAUDT
LINDA B. WHITEHEAD
SETH M. MANDELBAUM
PATRICIA W. GURAHIAN
KEVIN E. STAUDT
STEVEN M. WRABEL

AMANDA L. BROSY
MEREDITH A. LEFF

CHARLES A. GOLDBERGER
EDMUND C. GRAINGER, III
COUNSEL

10605

(914) 949-6400

FAX (914) 949-2510

WWW.MCCULLOUGHGOLDBERGER.COM

FRANK S. McCULLOUGH (1905-1998)
EVANS V. BREWSTER (1920-2005)

September 15, 2021

Honorable Supervisor Teresa Kenny
and Members of the Town Board
Town of Orangetown
26 West Orangeburg Road
Orangeburg, NY 10962

Re: Proposed Zone Change
100 Corporate Drive (Section 65.18, Block 1, Lot 16)

Dear Hon. Supervisor Kenny & Members of the Town Board:

This firm represents Onyx Management Group, LLC¹ (the “Applicant”), the Manager of the properties identified as Section 65.18, Block 1, Lot 16² on the Town of Orangetown Tax Map and commonly known as 100 Corporate Drive (the “Property”). The Property is part of the larger Hudson Crossing development owned by the Applicant, which was previously known as Bradley Corporate Park. The Property (including the existing building) is located in both the LI “Light Industrial” District and the LIO “Light Industrial-Office” District.

As you know, the Applicant appeared before your Board on September 14, 2021 to make an initial presentation regarding its request for a zone change. At that meeting, your Board indicated that the Applicant could move forward with filing a formal Petition for Zone Change. Accordingly, enclosed are 15 copies of the following documents:

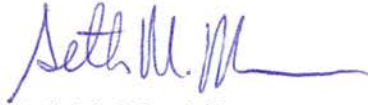
- Petition for Zone Change
- Short Environmental Assessment Form.

¹ Onyx Management Group, LLC has been authorized by the owners of the property to manage the properties, including leasing the properties and applying for any necessary permits and land use approvals. Therefore, Onyx Management Group, LLC is the Applicant for this Building Permit application/request for denial letter.

² Owned by PG-OE 100 Corporate Drive Owner LLC.

We respectfully request that this matter be placed on the September 28, 2021 Town Board agenda for formal consideration, referral out to the Orangetown Planning Board and Rockland County Planning Department, and to set a public hearing for your November 9, 2021 meeting. If you have any questions or require additional information or materials, please do not hesitate to contact our office.

Very truly yours,



Seth M. Mandelbaum

SMM:alb

Enc.

cc: Onyx Management Group, LLC
Robert Magrino, Esq.
Jane Slavin

TOWN BOARD: TOWN OF ORANGETOWN
COUNTY OF ROCKLAND: STATE OF NEW YORK

-----x

Petition of

PG-OE 100 Corporate Drive Owner LLC

**PETITION FOR
ZONE CHANGE**

For a Change of Zoning Designation for Its Parcel Located at
100 Corporate Drive, Blauvelt, New York, Designated on the
Tax Map of the Town of Orangetown as Section 65.18, Block 1,
Lot 16, to Entirely LI.

-----x

TO THE HONORABLE TOWN BOARD OF THE TOWN OF ORANGETOWN:

1. The Petitioner is the owner of the referenced parcel of land, which is located on the west side of NY Route 303, between Corporate Drive and Bradley Hill Road.

2. The parcel consists of a single tax lot containing 6.92 acres of real property. It is part of the larger Hudson Crossing development owned by the Petitioner, which was previously known as Bradley Corporate Park. Adjacent to the Property to the west are additional businesses within Hudson Crossing. Across NY Route 303 from the Property is a shipping company.

3. The parcel is currently improved with a three-story commercial building and accessory parking areas. The first story of the Property is occupied by Restaurant Depot, with the third story partially occupied by Schrom Co. The building has a total square footage of 65,624 square feet.

4. Although the parcel consists of a single tax lot, it is divided between two zoning districts. The easterly portion (about 40% of the parcel), including part of the building, lies in the LIO District, and the westerly portion (about 60% of the parcel), including the other part of the building, lies in the LI District. *See* attached “Building Use Plan”, Exhibit A, demonstrating the existing zoning district designations.

5. The Applicant is in the process of seeking approvals from the Town to permit the use of a section of the Property for a proposed light manufacturing and nightclub use. Specifically, the Applicant is proposing to lease a 22,506 square foot section on the third story of the Property for use as a brewery and taproom by District 96 Beer Factory (“District 96”), comprised of a +/- 5,647 sf portion of the space dedicated to a light manufacturing use serving as a brewery, and an +/- 16,859 sf portion dedicated to a nightclub space for a taproom serving food and draft beer to patrons, with a +/- 4,193 sf accessory kitchen (the “Lease Area”). The Lease Area to be occupied is currently vacant.

6. Currently, light manufacturing is permitted as-of-right and nightclubs are permitted by Conditional Use Permit from the Planning Board in the LI District. However, nightclubs are not a permitted use in the LIO District. Copies of the Use Tables for the LI and LIO districts are attached hereto as Exhibits B and C, respectively.

7. The zoning district boundary line cuts directly through the Lease Area, as demonstrated on the attached Exhibit A (the areas colored pink and blue represent the Lease Area). District 96 has attempted to reconfigure the layout of the Lease Area so that all of the nightclub use is located in the LI-zoned portion of the building, but has determined that is not feasible. Therefore, Petitioner is hereby requesting that the Town Board grant the requested zone change so that the Property is zoned entirely LI, as shown on the “Proposed Zone Boundary Adjustment” plan, attached hereto as Exhibit D. The specific portion of the parcel to be removed from the LIO and added to the LI district is described in the attached Legal Description (Exhibit E).

8. As demonstrated on Exhibit B, the Petitioner is proposing that the boundary line of the LI District be moved east so that it follows the NY Route 303 right of way, instead of cutting directly across the Property. No other changes to the LI District are proposed.

9. Section 10.522 of the Zoning Code sets forth areas of inquiry with respect to a zone change. Those considerations, and the Petitioner's responses, are as follows:

(a) *Whether the uses permitted by the proposed change would be appropriate in the area concerned.*

The uses permitted in the LI district are already permitted on most (60%) of the Petitioner's property. There is no reason why a portion of the parcel should be subject to the LI district's requirements, and the other portion subject to the LIO district's requirements, and it is not known why the district line has not been previously changed. Most of the land around the parcel (on the west side of Route 303) is also zoned LI, and so would be subject to the same requirements.

Further, based on an analysis by our design professional, application of the LI District's bulk regulations to the entirety of the Property will not render any existing conditions non-conforming. *See Exhibit B.*

(b) *Whether adequate public school facilities and other public services exist or can be created to serve the needs of any additional residences likely to be constructed as a result of such change.*

No public school facilities will be required. No additional residences are to be constructed, nor would any be permitted by the proposed change.

(c) *Whether the proposed change is in accord with any existing or proposed plans for providing public water supply and sanitary sewers in the vicinity.*

The building is adequately served by the existing public water supply and sanitary sewer system. It is not anticipated that the proposed lease by District 96 will require additional capacity.

(d) *The amount of vacant land which is currently zoned for similar development in*

the Town, particularly in the vicinity of the area included in the proposed amendment, and any special circumstances which any make a substantial part of such vacant land unavailable for development.

The area in the vicinity of the subject parcel is fully developed. The proposed change is intended to establish, with certainty, what zoning requirements are applicable to the subject parcel only. No additional uses are proposed for either the LI or LIO districts.

(e) *The recent rate at which land is being developed in the proposed district in the Town, and particularly in the vicinity of the area included in the proposed amendment.*

The proposed change will not affect other parcels.

(f) *The effect of the proposed amendment upon the growth of existing communities in the Town as envisaged by the Comprehensive Plan.*

The split-zoning of the parcel hinders the Petitioner's ability to rent space in the building. The proposed change will make it easier to fill vacant space, as the use and bulk requirements for the parcel will be clear, and new tenants will in turn make the area more vibrant and further economic development in the Town.

(g) *Whether the proposed amendment is likely to result in an increase or decrease in the total zoned residential capacity of the Town and the probable effect of such a change on the cost of providing public services.*

The proposed change will have no impact on the total residential zoned capacity of the Town.

(h) *Whether other areas designed for similar development are likely to be so developed if the proposed amendment is adopted, and whether the designation for such future development should be withdrawn from such areas by further*

amendment of the Zoning Map.

The proposed change is limited to a single tax lot and should have no impact on any other development in the Town.

- (i) *If the proposed change involves a change from a residential to a nonresidential designation, whether more nonresidential land is needed in the proposed location to provide commercial services or employment for the residents of the Town.*

This factor is not applicable. The proposed change is from one non-residential district to another non-residential district.

9. The proposed light manufacturing and nightclub uses comprising District 96 require an increase in parking regardless of the zone (LIO or LI) in which they are located. To accommodate the increased parking demand, the Applicant is proposing improvements to the second-story garage parking area including a revised circulation plan and parking layout. It is anticipated that the garage will provide parking for District 96 without interfering with the parking available to Restaurant Depot. Similarly, Schrom Co. will not be impacted by the afternoon and evening parking demand of the nightclub/taproom use, as Schrom Co. maintains earlier daytime operating hours than the proposed nightclub use. However, given the total parking requirements of the proposed light manufacturing and nightclub uses, we anticipate that parking relief from the Zoning Board of Appeals will be necessary. Accordingly, the Petitioner has commissioned a parking study of the building. Said parking study is currently in progress and will be presented to the Board for review as soon as possible.

10. For all the foregoing reasons, the Petitioner respectfully requests that the zoning designation of the easterly portion of its parcel, up to the Route 303 right of way (to the east) and to the middle of Corporate Drive (to the north) be changed from LIO to LI.

WHEREFORE, Petitioner respectfully requests that the Town Board of the Town of Orangetown grant the requested application for an amendment to the Zoning Map as set forth above.

Dated: Woodbridge, New Jersey
September 14, 2021

Respectfully submitted,

PG-OE 100 Corporate Drive Owner LLC

By:  _____
Matthew P. Flath, Agent of the Owner

LLC VERIFICATION

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

Matthew P. Flath, being duly sworn, deposes and says:

I am the Agent of the Owner of PG-OE 100 Corporate Drive Owner LLC, a limited liability company, the Petitioner herein. I have read the annexed Petition, know the contents thereof, and the same are true to the best of my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon information contained in the books and records of the company.



Sworn to before me this 14
Day of September, 2021

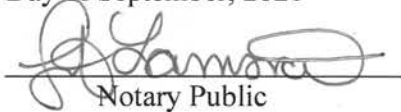
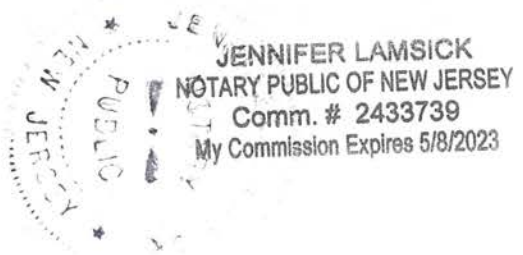
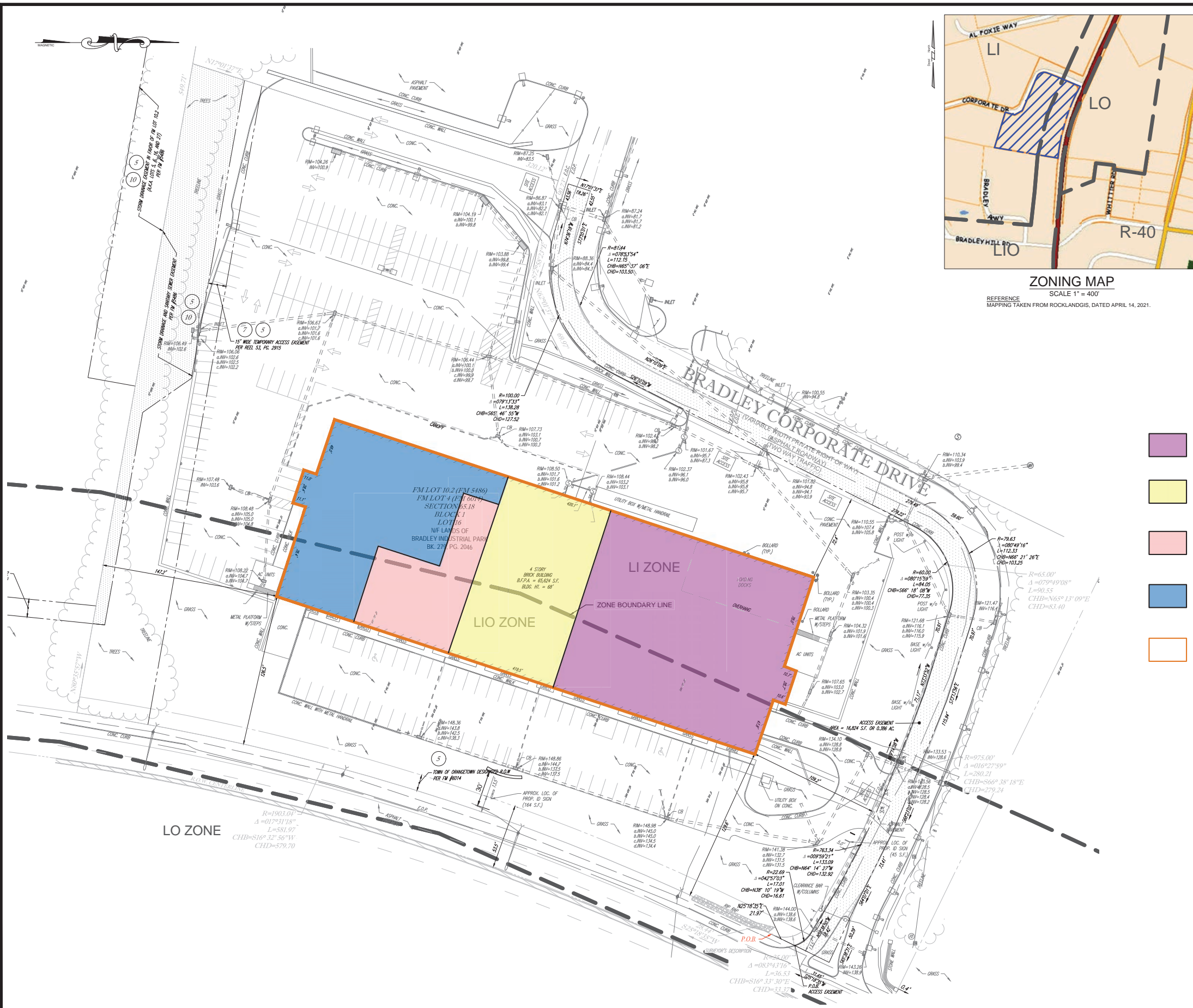

Notary Public

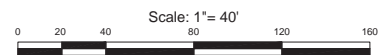
EXHIBIT A
BUILDING USE PLAN



USE LEGEND:

- TENANT: MICHAEL SCHROM
AREA: 28,397 SF
USE: OFFICE/PRODUCTION
LEVEL: 3
- TENANT: VACANT
AREA: 13,911 SF
USE: NONE
LEVEL: 3
- TENANT: DISTRICT 96
AREA: 5,647 SF
USE: BREWERY
LEVEL: 3
- TENANT: DISTRICT 96
AREA: 16,859 SF
USE: NIGHTCLUB
LEVEL: 3
- TENANT: RESTAURANT DEPOT
AREA: 60,000 SF
USE: WHOLESALE SALES/WAREHOUSE
LEVEL: 1

ZONE AREA TABLE		
BUILDING	LI0 ZONE (SF)	LI ZONE (SF)
	23,468	42,158
LOT	93,638	142,368
TOTAL LOT AREA:		301,831



REFERENCE:
SITE INFORMATION TAKEN FROM DRAWING ENTITLED 'ALTA/ NSPS LAND TITLE SURVEY' PREPARED BY CONTROL POINT ASSOCIATES, INC, DATED APRIL 4, 2019, LATEST REVISION DATE JULY 8, 2021..

NYS Education Law
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designed by: DS	checked by: FL	scale: AS NOTED	date: 08/26/2021
drawn by: DS	approved by: DS	description:	

SESI
CONSULTING ENGINEERS
ENVIRONMENTAL

SOILS / FOUNDATIONS
SITE DESIGN
ENVIRONMENTAL

12A MAPLE AVE. PINE BROOK, N.J. 07068 PH: 973-508-3050

FRANZ W. LAKI, P.E.
PROFESSIONAL ENGINEER
N.Y. LIC. NO. 98772

DISTRICT 96
100 CORPORATE DRIVE - BUILDING #8
SECTION 85.18, BLOCK 1, LOT 16
TOWN OF ORANGETOWN, ROCKLAND COUNTY, N.Y.

BUILDING USE PLAN

job no. 10642A
drawing no.

FIG-1

EXHIBIT B

USE TABLE FOR LI DISTRICT

ZONING

43 Attachment 7

Town of Orangetown

Table of General Use Regulations
(§ 3.11)
LI District

[Amended 3-12-1990 by L.L. No. 3-1990; 6-24-1991 by L.L. No. 7-1991; 6-8-1992 by L.L. No. 9-1992; 1-25-1993 by L.L. No. 1-1993; 3-1-2006 by L.L. No. 4-2006; 10-21-2014 by L.L. No. 6-2014]

(For use of table, see § 3.2)

1	2	3	4	5	6		7
District	Uses Permitted by Right	Uses by Special Permit	Conditional Uses by Planning Board	General Accessory Uses	Use	Minimum Required Off-Street Parking Spaces	Additional Use Regulations (See Note 13)
		Town Board				At Least 1 Parking Space for Each	
LI	<ol style="list-style-type: none"> Theaters. Fire, police and community-owned ambulance stations, government offices and office buildings. Business and professional offices. Commercial recreation establishments, such as bowling alleys, dance halls, billiard parlors, driving ranges and miniature golf courses. Service establishments, including frozen-food lockers and sale of grain feed, agricultural products, building materials and monuments. Commercial dog kennels and animal hospitals, and provided that no kennel, runway or exercise pen is located within 200 feet of any R District boundary. Automotive and machinery repair shops and open automobile and trailer sales lots, subject to additional use regulations. Automobile salesrooms. All types of manufacturing uses (except those specifically prohibited in § 4.4) subject to performance standards procedure, § 4.12, and additional use regulations. Wholesale sales or storage; warehouses. 	<ol style="list-style-type: none"> Same as CS Nos. 2 and 3. Mixed-use developments on sites of 10 acres or larger, with frontage on the Palisades Interstate Parkway, and with frontage on, and/or with direct access to, Route 303, as provided in § 4.32(O). Mixed-use expansions on sites of not less than 0.5 acre nor more than 2 acres in areas that adjoin a site for which a mixed-use development special permit has been issued as provided in § 4.32(P). <p>Zoning Board</p> <ol style="list-style-type: none"> Advertising signs subject to § 4.32(E). Adult uses as defined in § 4.32. 	<ol style="list-style-type: none"> Skating rinks. Public parking garages. Auction establishments, farmer's markets and stores specializing in secondhand merchandise. Auto laundries, subject to special requirements and conditions (a) and (b) in CS Column 3 above, and provided there shall be reservoir space of 300 square feet per automobile on the lot for not less than 15 automobiles per washing machine, and that adequate provision are made for disposal of wastewater in accordance with town requirements. Filling stations, on lots with an area of at least 20,000 square feet and a minimum lot frontage of 150 feet, provided that all gasoline pumps and service facilities are set back at least 20 feet from the front lot line and subject to additional use regulations and conditional use standards; except that no conditional use for a filling station shall be granted within a distance of 2,000 feet from any other filling station with a certificate of occupancy in force prior to the submission of such application. Said distance shall be measured in a straight line between the nearest points of each of the lots or premises, regardless of the district where either premises are located. Additional conditional uses. <ol style="list-style-type: none"> Dry-cleaning, rug-cleaning and laundry plants. Bus, truck and railroad freight terminals, major public utility transformers and stations and railroad yards. Bulk storage of fuel oil and bottled gas and other open storage yards, except those expressly prohibited in § 4.4. Concrete- and pavement-mixing plants. Gas holders, coal yards and refrigeration plants; storage and bailing of papers within a completely enclosed building. Satellite dish antennas. Same as LO No. 6. Nightclubs. 	<ol style="list-style-type: none"> Same as CC No. 2. Accessory storage subject to additional use regulations. Other accessory buildings. Incineration of waste materials subject to § 4.32(F). Heliports by special permit of the Town Board only as an accessory use to a use permitted by right, special permit or conditional use. Accessory signs, same as LIO for those uses permitted in LI District. Same as CC for those uses allowed in the LI District except that the total sign area shall not exceed 60 square feet, and the illuminated portion shall not exceed 30 square feet. For mixed-use developments and mixed-use expansions, the sign regulations included in § 4.32(O)vi and 4.32(P)viii, respectively, shall control in instances where such provisions are inconsistent with this table or any other provision of the Zoning Law. Location of signs: <ol style="list-style-type: none"> A sign attached to a building may not project more than 3 feet from the building wall or 1 foot from the roof of an arcade, but no sign shall project over a street, which shall include sidewalk. Maximum height: 30 feet above ground level. All signs shall be set back at least 30 feet from the front lot line, except that any sign accessory to a building in existence on the effective date of this code need not be set back from the front lot line a greater distance than the set back of such building. Near R District boundaries: same as CC No. 4(c). Same as LO No. 13. 	<ol style="list-style-type: none"> Same as R-80 Light manufacture or laboratories Retail sales and service Restaurants Theaters Banks Farmer's market Bowling alley Dance halls Billiard parlors Driving range, miniature golf Skating rinks Bus, truck and rail terminals Automobile sales Wholesale and warehouse, manufacturing, dry cleaning and rug cleaning Child day-care centers Nightclubs 	<p>Same as R-80</p> <p>Same as LIO</p> <p>Same as CS</p> <p>Same as CS</p> <p>Same as CS</p> <p>5 feet of front wall or 600 square feet of display area, whichever is greater</p> <p>1/4 alley</p> <p>50 square feet of gross floor area</p> <p>1/2 table</p> <p>Tee</p> <p>75 square feet of skating area</p> <p>2 employees</p> <p>600 square feet of display and sales area</p> <p>2 employees or 300 square feet of gross floor area</p> <p>Same as LO</p> <p>Same as CS</p>	<ol style="list-style-type: none"> Same as R-80. Same as CS Nos. 4, 5 and 6. All open storage yards shall be screened from adjacent lots and from the street line. All accessory production and servicing of goods shall conform to the following restrictions: <ol style="list-style-type: none"> The floor area used for such production and servicing shall be limited to 10,000 square feet. Only electrically driven machinery shall be used. The following uses and all storage of goods accessory to such uses shall be within completely enclosed buildings: retail and wholesale sales and service establishments, commercial printing shops, commercial recreation establishments, public garages, automobile repair shops, auto laundries and warehouses (except sale of agricultural products, automobiles, monuments, driving ranges and miniature golf courses). For all filling stations and public garages and automobile repair shops, the following additional regulations shall apply: <ol style="list-style-type: none"> All repairs and servicing of automobiles shall be within completely enclosed buildings, except for dispensing of gasoline and oil and furnishing of air and water. Only currently licensed vehicles shall be parked or stored for no more than 5 days, with the total number based on 3 plus 4 for each service bay. On filling stations, no storage or parking of vehicles of any type shall be permitted on required landscaped or grassed areas. There shall be no outdoor servicing or manufacturing permitted. No parking is permitted in any required yard, unless permitted by any board or town agency having jurisdiction. This permission may be granted at the time of site review or at the time of the approval of a commercial subdivision.

EXHIBIT C

USE TABLE FOR LIO DISTRICT

ZONING

43 Attachment 10

Town of Orangetown
Table of General Use Regulations
(§ 3.11)
LIO District

[Amended 6-24-1991 by L.L. No. 7-1991; 7-16-2007 by L.L. No. 7-2007; 4-8-2014 by L.L. No. 2-2014]

(For use of table, see § 3.2)

1	2	3	4	5	6	7
District	Uses Permitted by Right	Uses by Special Permit	Conditional Uses by Planning Board	General Accessory Uses	Minimum Required Off-Street Parking Spaces	Additional Use Regulations (See Note 13)
LIO	1. Same as LO, except no executive conference lecture facilities.	<p style="text-align: center;">Town Board</p> 1. Same as LO. <p style="text-align: center;">Zoning Board</p> 1. Undertakers. 2. Sand pits, gravel pits, removal of top soil, and landfill and excavation operations not undertaken in connection with the construction of a building for which a building permit has been issued or the development of a subdivision in accordance with an approved plat thereof, as provided in § 4.32(C).	1. Public utility substations and pump stations, housed in buildings that harmonize with the character of the neighborhood and having adequate fences and other safety devices and landscaping and subject to performance standards procedure. 2. Commercial forestry as provided in § 4.32(D). 3. Manufacture of prototype products subject to performance standards procedure, § 4.12. 4. Light manufacturing uses, subject to performance standards procedure, § 4.12, and additional use requirements. 5. Satellite dish antennas. 6. Automobile sales and service agencies. 7. Same as LO No. 6 8. Indoor commercial tennis on sites of 3 acres or greater. 9. Individual fitness and training center, as provided in § 8.16	1. Same as LO.	<p style="text-align: center;">Use</p> <p style="text-align: center;">At Least 1 Parking Space for Each</p> 1. Same as R-80 Same as R-80 2. Offices Same as LO 3. Laboratories Same as LO 4. Undertakers 2 employees, plus 5 spaces per chapel 5. Research facilities Same as LO 6. Light manufacturing 2 employees or 300 square feet gross floor area 7. Child day-care centers Same as LO 8. Indoor commercial tennis 400 square feet of indoor space or 4 persons of practical occupancy determined by the Planning Board based on the type of indoor commercial tennis use facilities and the likely patterns of usage	1. Same as LO.

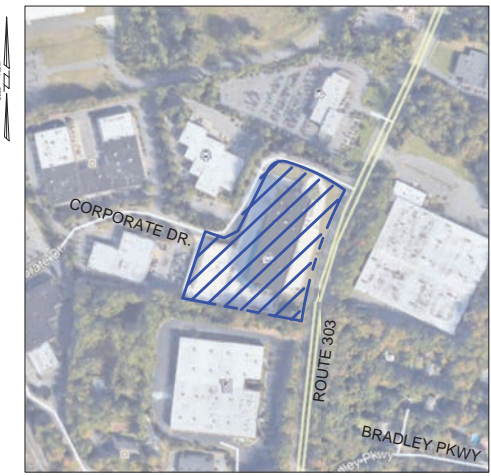
EXHIBIT D

PROPOSED ZONE BOUNDARY ADJUSTMENT



ZONING MAP
SCALE 1" = 400'

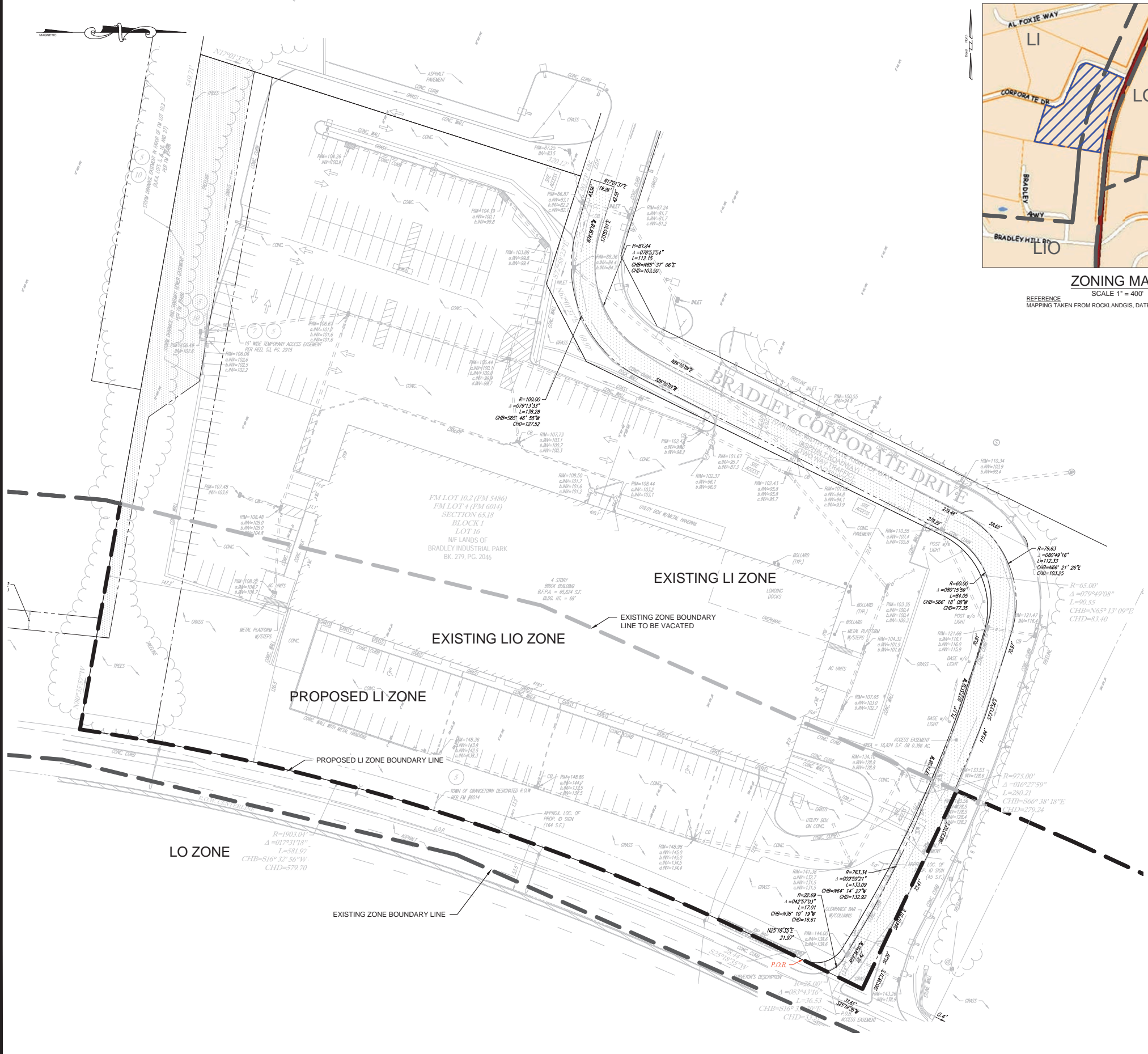
REFERENCE MAPPING TAKEN FROM ROCKLANDGIS, DATED APRIL 14, 2021.



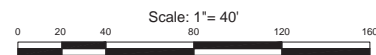
LOCATION MAP
SCALE 1" = 400'

REFERENCE MAPPING TAKEN FROM GOOGLE EARTH, DATED APRIL 14, 2021.

ZONING SUMMARY			
100 CORPORATE DRIVE REDEVELOPMENT			
100 CORPORATE DRIVE			
LOT 16, BLOCK 1, SECTION 65.18			
PROJECT NO. 10642A			
EXISTING USE: LIGHT INDUSTRIAL (LI)			
PROPOSED USE: COMMERCIAL			
PERMITTED USE: COMMERCIAL (NO CHANGE)			
PERMITTED USE: YES			
ITEM	REQUIRED	EXISTING	NOTES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES
MAX. LOT AREA	110,000	110,000	COMPLIES



REFERENCE:
SITE INFORMATION TAKEN FROM DRAWING ENTITLED "ALTA/ NSPS LAND TITLE SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC, DATED APRIL 4, 2019, LATEST REVISION DATE JULY 8, 2021..



DESIGNED BY: DS	DATE: 08/26/2021
CHECKED BY: FL	SCALE: AS NOTED
DATE: 08/26/2021	DESCRIPTION: 100 CORPORATE DRIVE REDEVELOPMENT

SESI
CONSULTING ENGINEERS

SOILS / FOUNDATIONS
SITE DESIGN
ENVIRONMENTAL

122 MAPLE AVE. PINE BROOK, N.J. 07068 PH: 973-308-3050

FRANZ W. LAKI, P.E.
PROFESSIONAL ENGINEER
N.Y. LIC. NO. 98772

DISTRICT 96
100 CORPORATE DRIVE - BUILDING #8
SECTION 65.18, BLOCK 1, LOT 16
TOWN OF ORANGETOWN, ROCKLAND COUNTY, N.Y.

PROPOSED ZONE BOUNDARY ADJUSTMENT

job no. 11892A
drawing no.

ZA-1

ALTA/NSPS LAND TITLE SURVEY, ZONE BOUNDARY ADJUSTMENT, DWG. 08/26/21, 12:46:58PM, gms, LAYOUT1.DWG

NYS Education Law
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EXHIBIT E
LEGAL DESCRIPTION



September 2, 2021
01-190059-03

LEGAL DESCRIPTION
PORTION OF EXISTING LIO ZONE
ACROSS BLOCK 1, LOT 16 TO BE ADDED TO LI ZONE
HAMLET OF BLAUVELT, TOWN OF ORANGETOWN,
ROCKLAND COUNTY, STATE OF NEW YORK

BEGINNING AT A POINT IN THE WESTERLY LINE OF NEW YORK STATE ROUTE 303 (ALSO KNOWN AS VRISENDIAEL ROAD – 80 FEET WIDE PUBLIC RIGHT OF WAY), SAID POINT BEING THE BEGINNING POINT OF SECTION 65.18, BLOCK 1, LOT 16 AS DESCRIBED IN INSTRUMENT NUMBER 2019-00013022, AND RUNNING THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID LINE OF NEW YORK STATE ROUTE 303;

1. ALONG SAID WESTERLY LINE, SOUTH 25 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 28.44 FEET TO A POINT, THENCE;
2. ALONG SAME, ON A CURVE THE LEFT, HAVING A RADIUS OF 1903.04 FEET, A CENTRAL ANGLE OF 17 DEGREES 31 MINUTES 18 SECONDS, AN ARC LENGTH OF 581.97 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 32 MINUTES 56 SECONDS EAST, AND A CHORD DISTANCE OF 579.70 FEET TO A POINT IN SAID LINE OF ROUTE 303, WHERE IT IS INTERSECTED BY THE SOUTHERLY LINE OF BLOCK 1, LOT 16, THENCE;
3. ALONG SAID SOUTHERLY LINE, NORTH 80 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 183.70 FEET TO A POINT IN THE EXISTING BOUNDARY LINE BETWEEN ZONE LI AND ZONE LIO, THENCE;

ACROSS BLOCK 1, LOT 16 ALONG SAID EXISTING ZONE BOUNDARY LINE THE FOLLOWING TWO (2) COURSES;

4. NORTH 12 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 347.08 FEET TO A POINT, THENCE;
5. NORTH 23 DEGREES 18 MINUTES 46 SECONDS EAST, A DISTANCE OF 363.20 FEET TO A POINT IN THE NORTHERLY LINE OF AN ACCESS EASEMENT RECORDED IN INSTRUMENT 2020-00037930, THENCE;

ALONG SAID LINE THE FOLLOWING THREE (3) COURSES;

6. SOUTH 68 DEGREES 23 MINUTES 02 SECONDS EAST, A DISTANCE OF 52.29 FEET TO A POINT, THENCE;
7. SOUTH 64 DEGREES 07 MINUTES 01 SECONDS EAST, A DISTANCE OF 73.41 FEET TO A POINT, THENCE;
8. SOUTH 65 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 50.29 FEET TO A POINT IN THE WESTERLY LINE OF NEW YORK STATE ROUTE 303, THENCE;
9. ALONG SAID LINE SOUTH 25 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 28.44 FEET TO THE POINT AND PLACE OF BEGINNING.

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED “EXHIBIT SKETCH – PROPOSED ZONE BOUNDARY ADJUSTMENT, SECTION 65.18, BLOCK 1, LOT 16, 100 CORPORATE DRIVE – “BUILDING #8”, HAMLET OF BLAUVELT, TOWN OF ORANGETOWN, ROCKLAND COUNTY, STATE OF NEW YORK”, PREPARED BY CONTROL POINT ASSOCIATES INC., DATED 09-02-2021.

CONTROL POINT ASSOCIATES, INC.

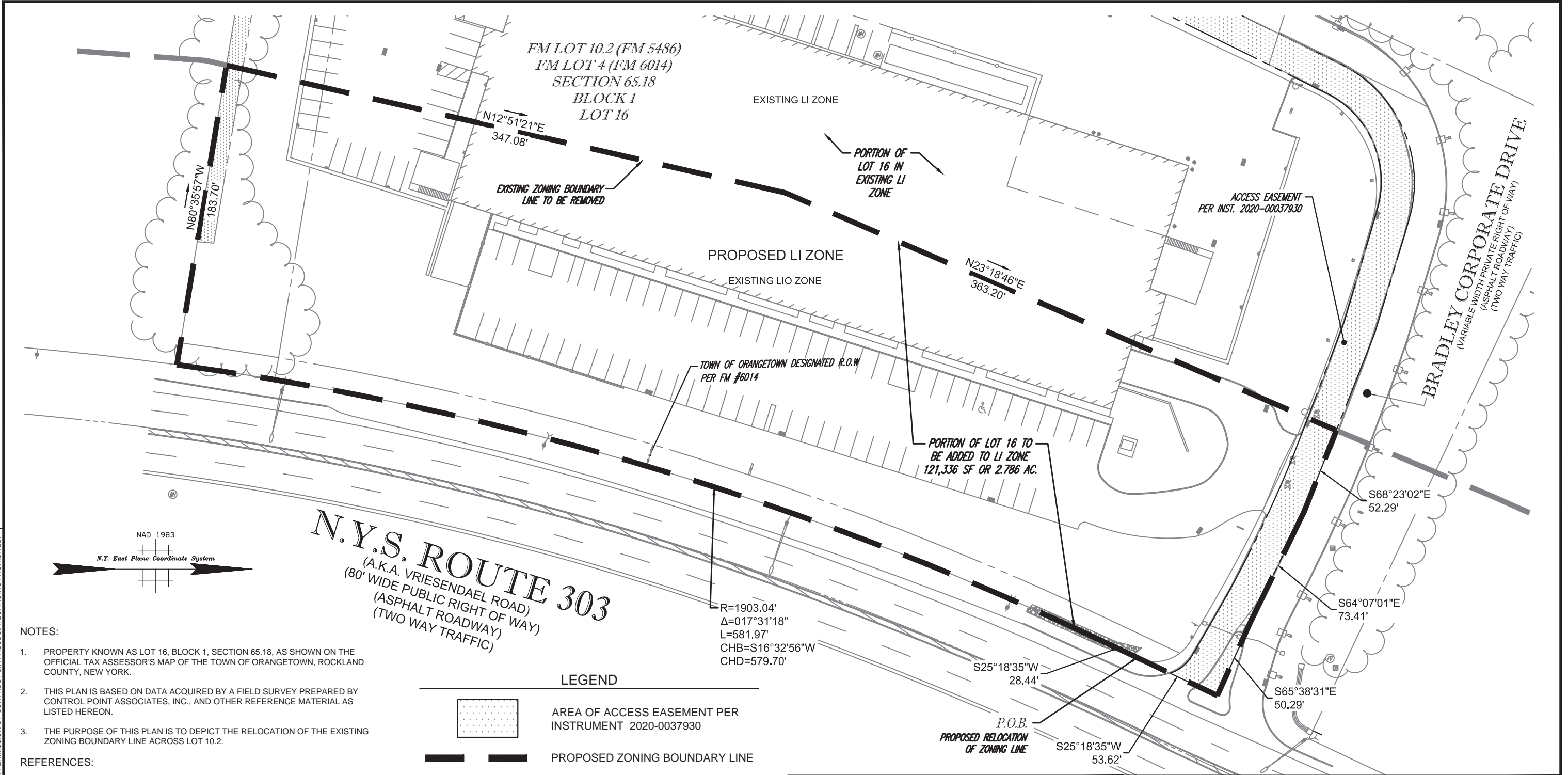
JAMES D. SENS
STATE OF NEW YORK
PROFESSIONAL LAND SURVEYOR #050846-1

09-02-2021
DATE

JDS/MJB

PREPARED BY: MJB
REVIEWED BY: JDS

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NOTES:

- PROPERTY KNOWN AS LOT 16, BLOCK 1, SECTION 65.18, AS SHOWN ON THE OFFICIAL TAX ASSESSOR'S MAP OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK.
- THIS PLAN IS BASED ON DATA ACQUIRED BY A FIELD SURVEY PREPARED BY CONTROL POINT ASSOCIATES, INC., AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THE PURPOSE OF THIS PLAN IS TO DEPICT THE RELOCATION OF THE EXISTING ZONING BOUNDARY LINE ACROSS LOT 10.2.

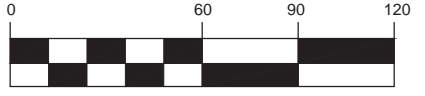
REFERENCES:

- THE OFFICIAL TAX ASSESSOR'S MAP OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, SHEET #65.18.
- MAP ENTITLED, "AMENDMENT TO MAP NO. 4773 BOOK 90, PAGE 55, BRADLEY INDUSTRIAL PARK", FILED MARCH 21, 1983, AS MAP NO. 5466 IN THE ROCKLAND COUNTY CLERK'S OFFICE.
- MAP ENTITLED, "BRADLEY SUBDIVISION, BEING PART OF LOT 10, BLOCK 841, SECTION 101, TOWN OF ORANGETOWN, N.Y. TAX MAPS", FILED JANUARY 2, 1987, AS MAP NO. 6014 IN THE ROCKLAND COUNTY CLERK'S OFFICE.
- MAP ENTITLED, "SUBDIVISION PLAN TOWN OF ORANGETOWN BLAUVELT, NEW YORK", FILED MAY 2, 1983, AS MAP NO. 5486 IN THE ROCKLAND COUNTY CLERK'S OFFICE.
- MAP ENTITLED, "PROPOSED ZONE BOUNDARY ADJUSTMENT, DISTRICT 96, 100 CORPORATE DRIVE - "BUILDING #8", SECTION 65.18, BLOCK 1, LOT 16, TOWN OF ORANGETOWN, ROCKLAND COUNTY, N.Y.", PREPARED BY SESI CONSULTING ENGINEERS, DATED 08-26-2021.

LEGEND

-  AREA OF ACCESS EASEMENT PER INSTRUMENT 2020-0037930
-  PROPOSED ZONING BOUNDARY LINE
-  EXISTING ZONING BOUNDARY LINE

GRAPHIC SCALE




(IN FEET)
1 inch = 60 ft.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH
RAISED IMPRESSION SEAL OR INK SEAL

09-02-2021
DATE

JAMES D. SENS
NEW YORK PROFESSIONAL LAND SURVEYOR #050846-1
EMAIL: JSSENS@CPASURVEY.COM

FIELD DATE	EXHIBIT SKETCH - PROPOSED ZONE BOUNDARY ADJUSTMENT				
FIELD BOOK NO.	SECTION 65.18, BLOCK 1, LOT 16				
FIELD BOOK PG.	100 CORPORATE DRIVE - "BUILDING #8"				
FIELD CREW	HAMLET OF BLAUVELT, TOWN OF ORANGETOWN				
DRAWN:	ROCKLAND COUNTY, STATE OF NEW YORK				
REVIEWED:	 CONTROL POINT ASSOCIATES, INC. PC 30 INDEPENDENCE BOULEVARD, SUITE 100 WARREN, NJ 07059 908.668.0099 - 908.668.9595 FAX WWW.CPASURVEY.COM				
APPROVED:					
K.V.G.	J.D.S.	DATE	SCALE	FILE NO.	DWG. NO.
		09-02-2021	1"=60'	01-190059-00	1 OF 1

Short Environmental Assessment Form

Part 1 - Project Information


Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
PG-OE 100 Corporate Drive Owner, LLC			
Name of Action or Project: 100 Corporate Drive - Zone Change Petition			
Project Location (describe, and attach a location map): 100 Corporate Drive, Hamlet of Blauvelt, Town of Orangetown, NY 10913			
Brief Description of Proposed Action: PG-OE 100 Corporate Drive Owner LLC has filed a Petition for Zone Change with the Town Board for 100 Corporate Drive (Section 65.18, Block 1, Lot 16), seeking to change the zoning of the entire parcel to LI. Currently, the boundary line of the LI and LIO zoning districts runs directly through the parcel and through the building on the site. This condition has made renting out vacant space within the building a challenge. The requested change would establish, with certainty, what zoning requirements are applicable to the parcel.			
Name of Applicant or Sponsor: PG-OE 100 Corporate Drive Owner, LLC		Telephone: 973-735-2238	
Address: c/o Partners Group (USA) 1200 Entrepreneurial Drive		E-Mail: mflath@onyxequities.com	
City/PO: Broomfield		State: CO	Zip Code: 80021
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. 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			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. 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? b. 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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>PG-OE 100 Corporate Drive Owner, LLC</u> Date: <u>9/15/2021</u>		
Signature: <u></u> Title: <u>Attorney for Applicant</u>		

100 Corporate Drive - Zone Change Petition

Environmental Assessment Form Part 1

Question 1 – Narrative Description

PG-OE 100 Corporate Drive Owner LLC has filed a Petition for Zone Change with the Town Board for 100 Corporate Drive (Section 65.18, Block 1, Lot 16), seeking to change the zoning of the entire parcel to LI. Currently, the boundary line of the LI and LIO zoning districts runs directly through the parcel and through the existing building. This condition has made renting out vacant space within the building a challenge. The requested change would establish, with certainty, what zoning requirements are applicable to the parcel. The proposed change is limited to a single tax lot. Further, no other changes are proposed for the LI or LIO districts.



Hudson Crossing Industrial Park – Orangetown Town Board

9/14/2021

100 Corporate Drive
Blauvelt, NY

500 Bradley Hill Rd

Application Details



Applicant – Onyx
Management Group,
LLC (on behalf of
property owner)



Location – 100 Corporate Drive,
Blauvelt, NY



Proposed Application – Zoning District
Line Adjustment

100 Corporate Drive – Light Industrial and Light Industrial Office District



Corporate Drive
(Private Road)

100 Corporate Dr

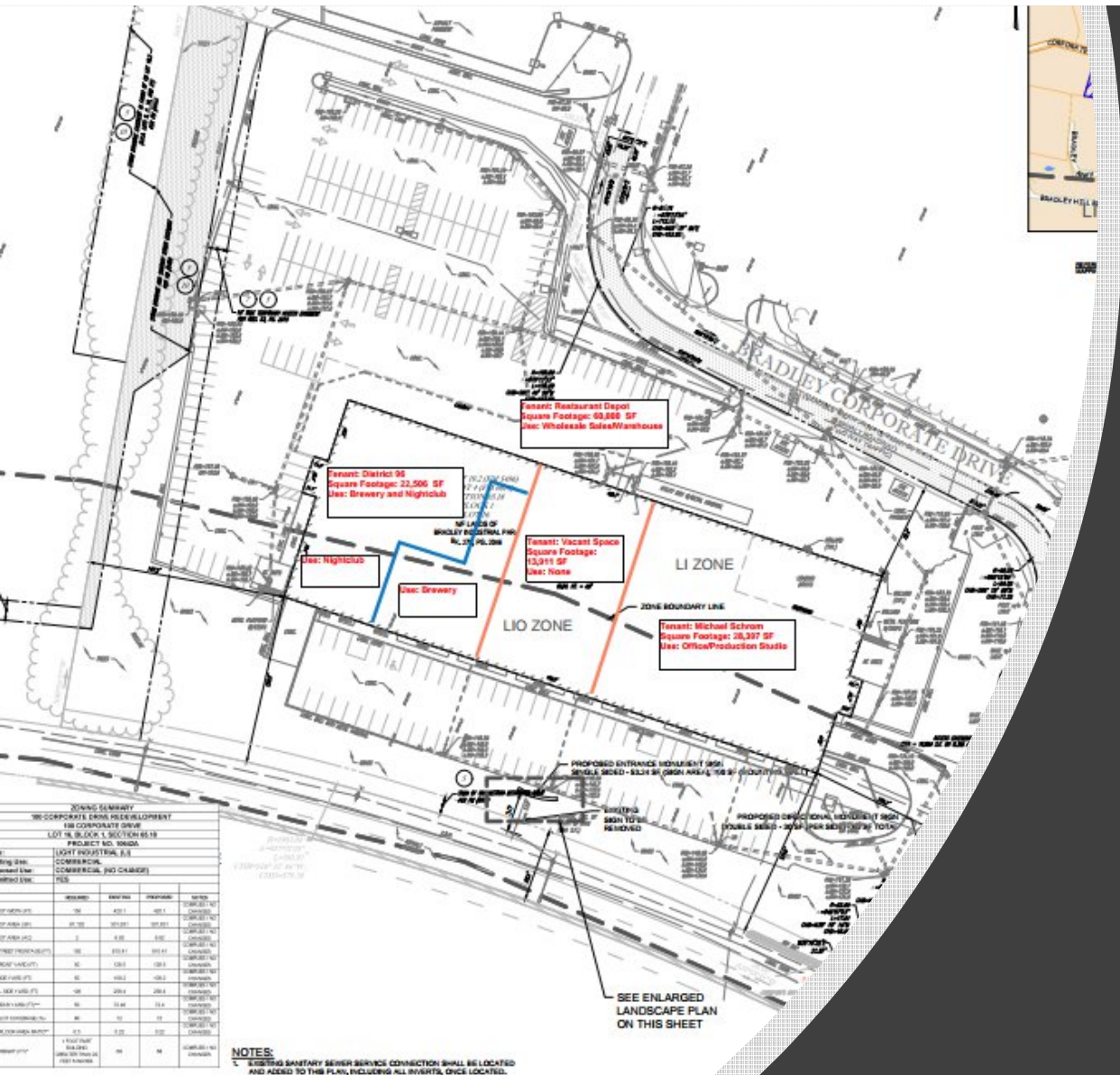
Route 303
(State Highway)

© 2021 Google

Google Earth

History of 100 Corporate Drive Building

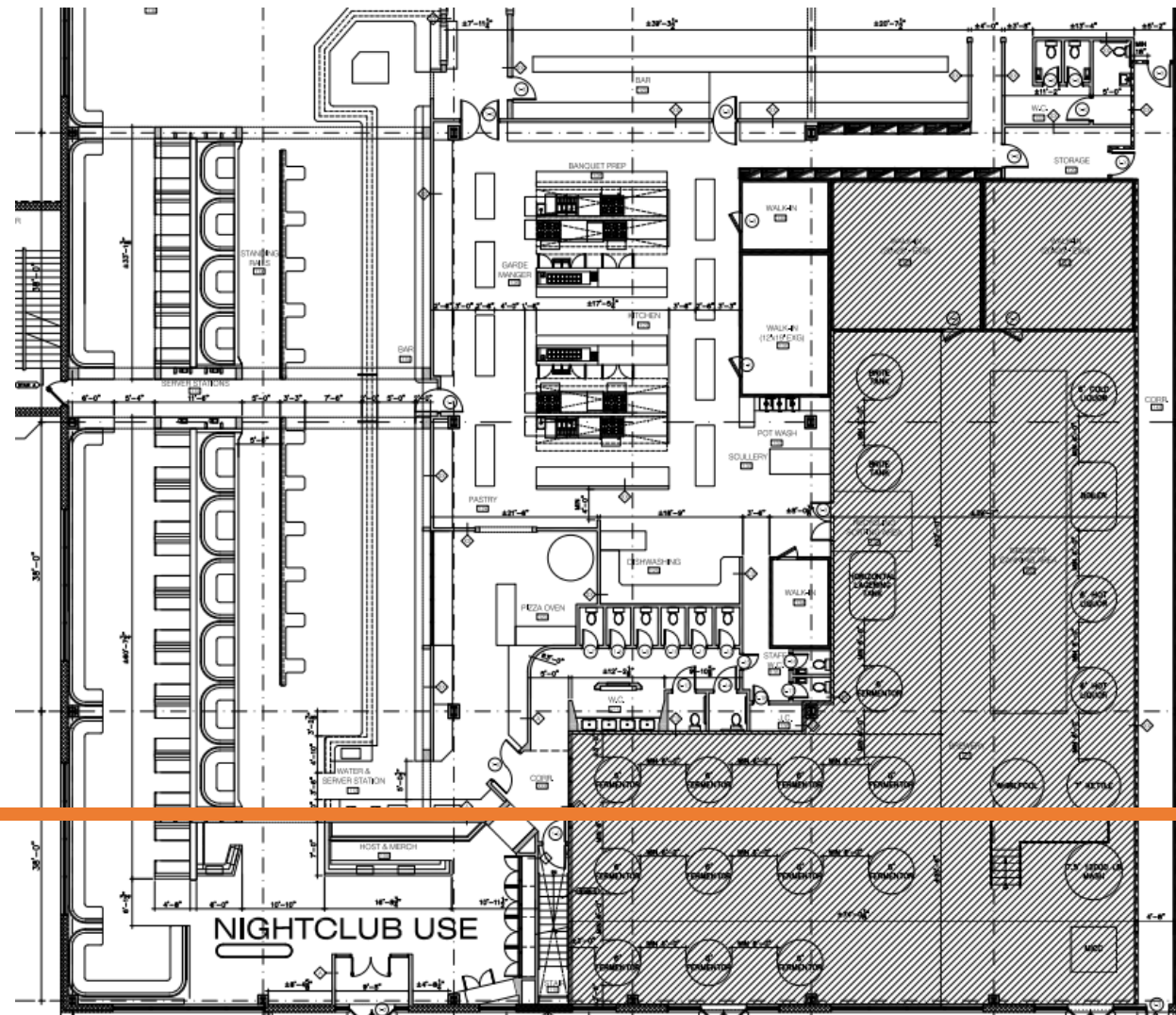
- Building was built in 2009
- Onyx purchased former Bradley Corporate Park (including 100 Corporate Drive building) in 2019
- 43,000 SF of space on the 3rd floor has been vacant since building was built
- Onyx found a tenant to occupy 22,500 SF (Brewery and Nightclub Use) of vacant 3rd floor space
- Tenant is District 96 (relocating from New City/Clarkstown location)
- Current zoning permits manufacturing in both zones but nightclub only permitted as a conditional use in LI District



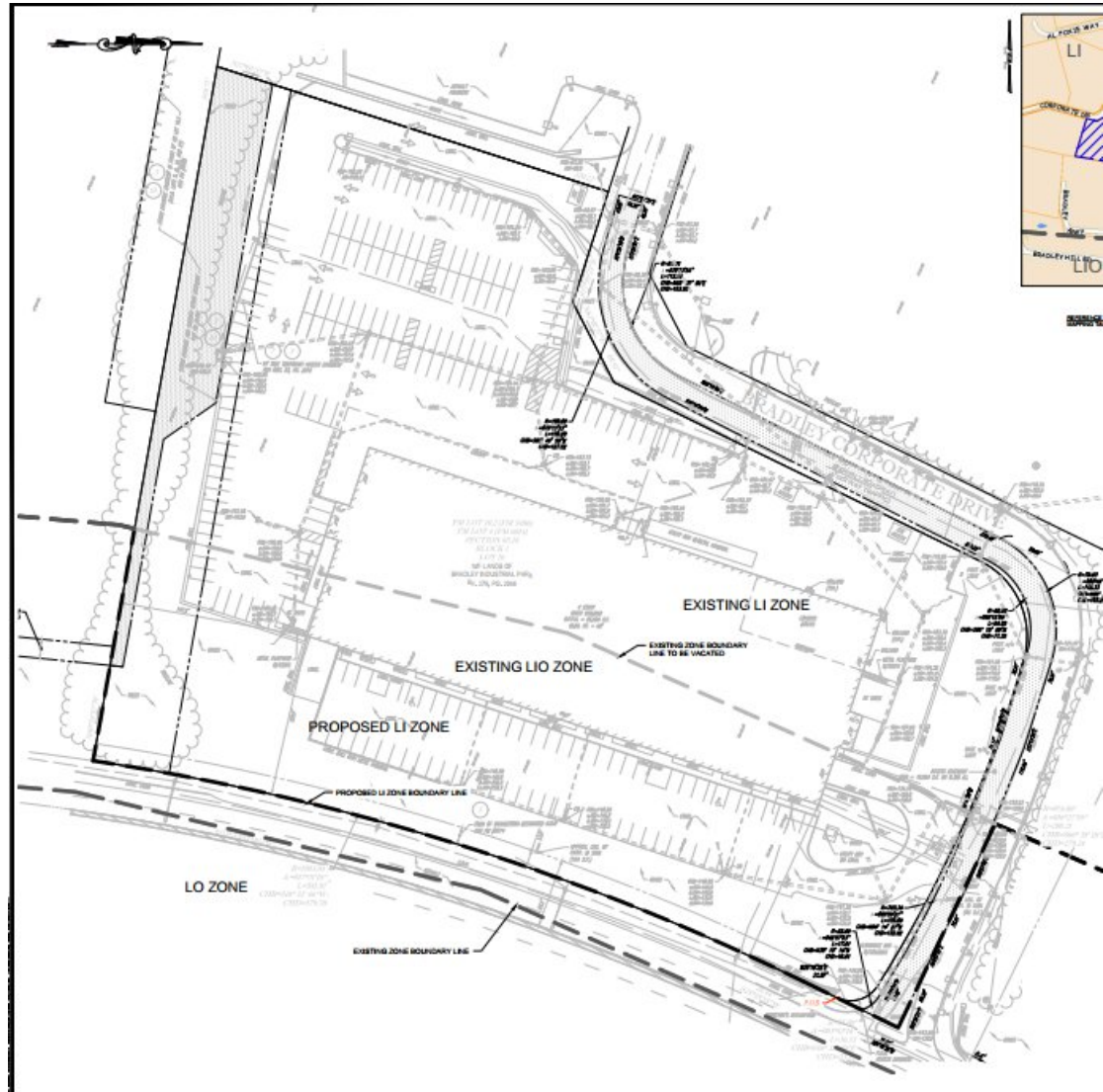
Existing and Proposed Tenants

Zoning Impact

- Zoning district boundary runs through space
- Nightclub use is permitted on one side of the space but not the other



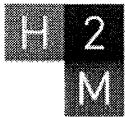
Proposed Zoning District Line Adjustment



Thank You!

Brand/Model	Serial #
HP ProLiant G5	2UX993073F
HP ProLiant G55	2UX824012B
HP ProLiant G5	2UX822038H
HP ProLiant G5	2UX93302D6
HP ProLiant G6	2UX9390TVA
HP ProLiant G6	LTVD10A86240JH
HP ProLiant G7	1WCR10A862HOLC

T/C COPY



architects + engineers

538 Broad Hollow Road | 4th Floor East
Melville, NY 11747

tel 631.756.8000

fax 631.694.4122

September 5, 2021

Town of Orangetown
Town Board
20 Greenbush Road
Orangeburg, NY 10962

**RE: Dominican College Athletic Complex Synthetic Turf Field
470 Western Highway, Orangeburg, NY 10962
Request for Watercourse Diversion Permit
Descriptive Project Narrative
H2M Project: LTGR2001**

To Whom It May Concern:

Dominican College, located at 470 Western Highway, Orangeburg, NY, is proposing to replace an existing grass athletic field with a new synthetic turf multi-use athletic field and six lane running track. The project scope also includes the erection of non-elevated angle frame bleachers (Approximately 270 seats) on reinforced concrete slab, a new press box, a new modular block wall below bleachers with fencing above, a new scoreboard and associated concrete and asphalt walkways. The concrete walkway will be ADA compliant. The site will be graded to balance cut and fill. Areas to be disturbed will be restored with topsoil and seed after construction.

The new field will include an underdrain system that will limit peak runoff from a 100 year storm to pre-construction rates. Temporary sediment and erosion control measures will be installed prior to construction including silt fences, inlet protection, and a stabilized construction entrance. As part of these improvements, we are proposing to relocate an existing drainage swale, including a portion that will be channeled through a 5' wide open bottom box culvert. To construct these improvements, we are requesting a watercourse diversion permit from the Town. We have provided the \$100 application fee and three sets of engineering plans for your review.

Please feel free to contact me at our office (631-756-8000 ext. 1312) if you have questions about the narrative or require additional information.

Very truly yours,

H2M architects + engineers

Matthew R. Mohlin, P.E.
Vice President
Department Manager-Civil Engineering

cc: Dominican College: A. Cipolla, J Corless, J Burke, Brian Quinn
LandTek: J Sulinski, S Kuzmiskas
H2M File, S Belfiore, R. Wildermuth, J Tomkins

X:\LTGR (Landtek Group)\LTGR2001\02-Permitting\Town of Orangetown\21-0826 watercourse diversion\watercourse diversion narrative.docx

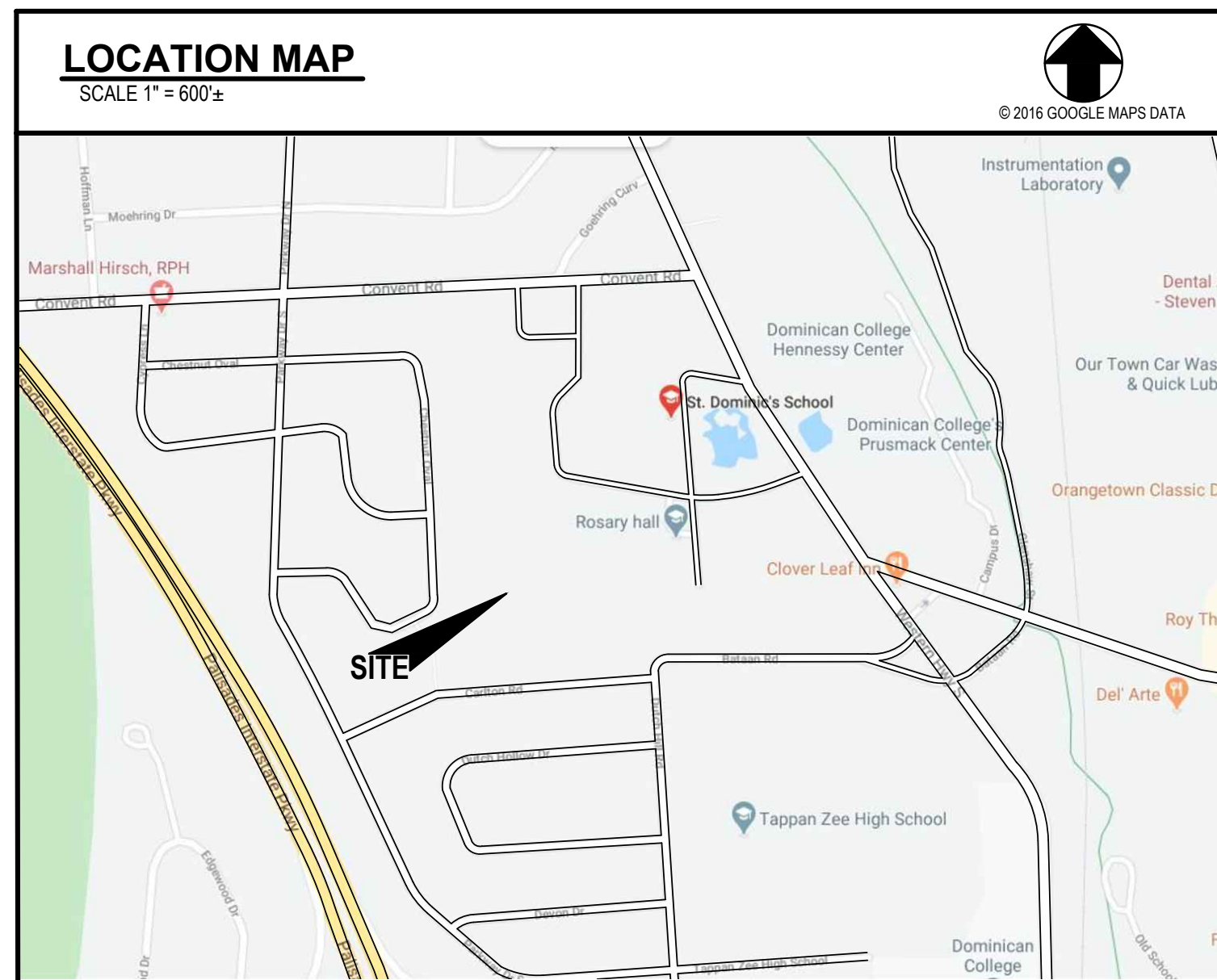
DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD

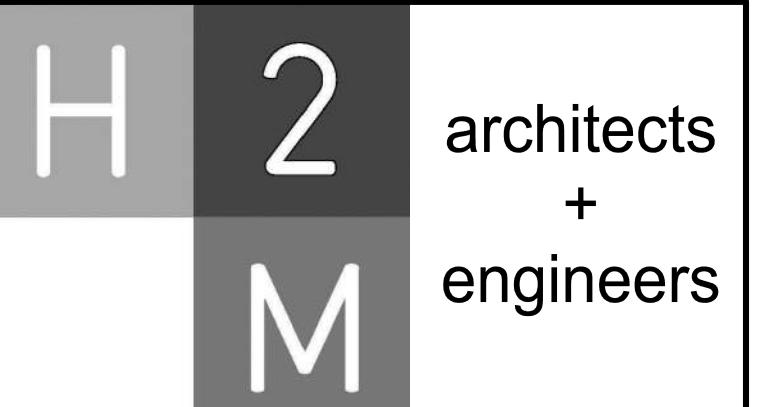
470 WESTERN HIGHWAY, ORANGEBURG, NY 10962

H2M PROJECT NO. LTGR 2001

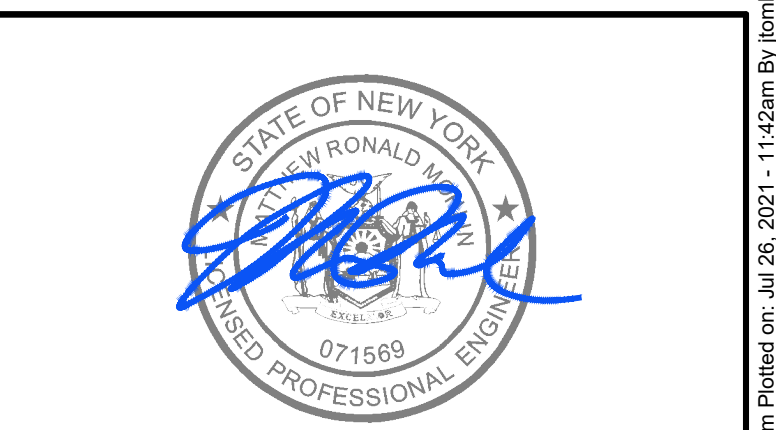
July 26, 2021



DRAWING LIST	
CIVIL DRAWINGS:	
G0.0	COVER SHEET
C1.0	EXISTING CONDITIONS AND REMOVALS PLAN
C1.1	TREE REMOVAL PLAN
C1.2	TREE REMOVAL LIST
C2.0	DIMENSIONAL SITE PLAN
C3.0	GRADING AND DRAINAGE PLAN
C3.1	CULVERT SECTIONS
C4.0	LANDSCAPE PLAN
C5.0	EROSION AND SEDIMENT CONTROL PLAN
C6.0	SITE DETAILS
C7.0	BLEACHER SITE PLAN, SECTION, AND ELEVATIONS



538 Broad Hollow Road, 4th Floor East
 Melville, NY 11747
 631.756.8000 www.h2m.com



DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED BY
MRM	JMT	MRM	
PROJECT No. LTGR 2001	DATE: JUL. 26, 2021	SCALE: AS SHOWN	

DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD

470 WESTERN HIGHWAY, ORANGEBURG, NY 10962

SEC. 7.06, BLOCK 3, P/O LOTS 1.1 & 1.3

STATUS: **NOT FOR CONSTRUCTION**

DRAWING No. **G0.0**



EXISTING CONDITIONS NOTES:

1. EXISTING SURVEY PREPARED BY H2M ARCHITECTS + ENGINEERS, DATED 03/16/2020.
2. ELEVATIONS REFER TO N.A.V.D. 1988.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT.
4. THE OFFSETS AND DIMENSIONS SHOWN FROM STRUCTURES TO THE PROPERTY LINE ARE FOR A SPECIFIC PURPOSE AND ARE NOT INTENDED TO GUIDE THE ERECTION OF FENCES WALLS POOLS PATIOS ADDITIONS TO BUILDINGS AND ANY OTHER CONSTRUCTION.
5. THE LOCATIONS OF UNDERGROUND STRUCTURES AND UTILITIES SHOWN HEREON ARE BASED ON ABOVEGROUND FEATURES AND/OR RECORD DRAWINGS AND MARKOUT PROVIDED BY SINGER UTILITY ENGINEERING, P.C. ON MARCH, 2020. LOCATIONS OF UNDERGROUND STRUCTURES AND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED STRUCTURES AND UTILITIES MAY BE ENCOUNTERED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.

TOTAL LAND DISTURBANCE = 4.81 ACRES

UTILITY NOTES:

SUBSURFACE UTILITY ENGINEERING (SUE) QUALITY LEVELS OF SERVICE (ACCURACY)
ALL MARKOUT IS QUALITY LEVEL B UNLESS OTHERWISE NOTED.

QL-A = QUALITY LEVEL A (TEST HOLES)

DATA TYPICALLY ACQUIRED AT ONE POINT ON AN UNDERGROUND UTILITY FEATURE EXPOSED BY AIR VACUUM EXCAVATION OR OTHER MEANS. THE HORIZONTAL AND VERTICAL LOCATION OF THIS REFERENCE POINT IS ACQUIRED AND REPORTED TO ACCEPTABLE SURVEY TOLERANCES. THE ACQUIRED DATA FULFILLS SECTION 5.4.5 ON PAGE 6 OF ASCE STANDARD 38-02.

QL-B = QUALITY LEVEL B (UTILITY DESIGNATION)

DEPICTION OF AN UNDERGROUND UTILITY LINE ESTABLISHED BY SENSING THE LOCATION WITH ELECTRONIC INSTRUMENTATION. LINEWORK AND UTILITY SURFACE FEATURES ARE ACQUIRED BY SURVEYING POINTS ALONG ALIGNMENT TO ACCEPTABLE SURVEY TOLERANCES.

EOI

END OF INFORMATION PERTAINS TO THE LOSS OF SIGNAL THAT HAS BEEN APPLIED TO AN UNDERGROUND UTILITY AND THEN DETECTED TO ELECTRONICALLY LOCATE THE UTILITY. COMMONLY FOUND WHERE UTILITIES CHANGE TO NON-CONDUCTIVE MATERIALS, ARE CUT OR AT END OF UTILITY.

REMOVALS LEGEND

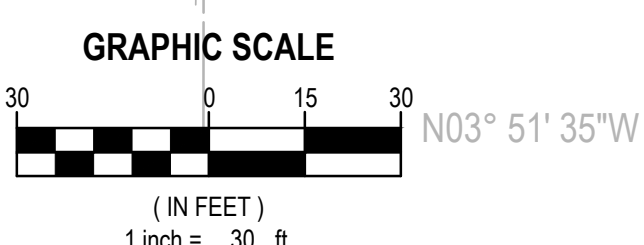
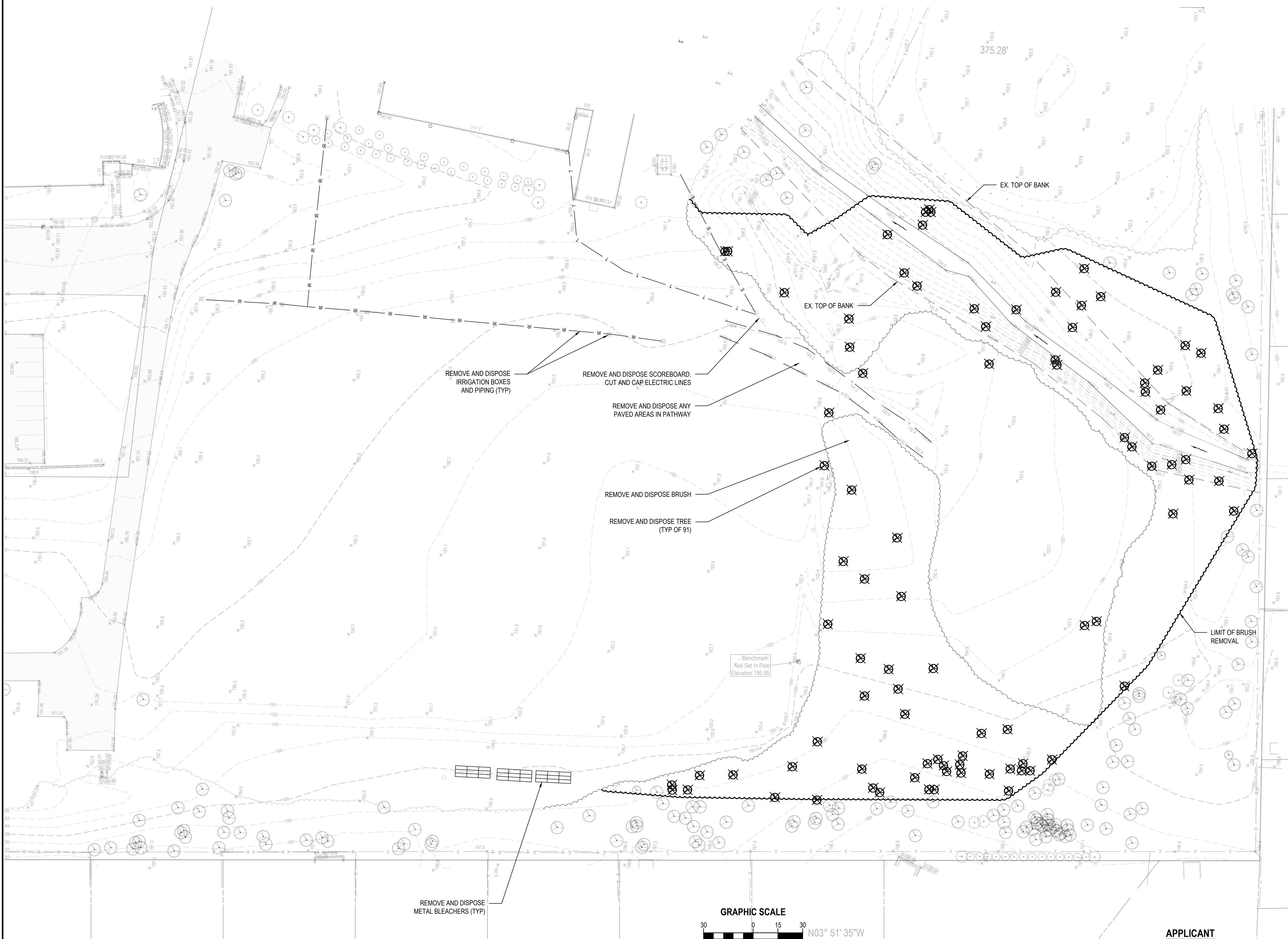
- | | |
|--|-------------|
| DESCRIPTION | SYMBOL |
| REMOVE AND DISPOSE OF EXISTING ELECTRIC LINE | — E — E — |
| REMOVE AND DISPOSE OF EXISTING TELEPHONE LINE | — T — T — |
| REMOVE AND DISPOSE OF EXISTING IRRIGATION LINE | — IR — IR — |
| VEGETATION CUTBACK LINE | ~ ~ ~ ~ |

EXISTING CONDITIONS LEGEND

- | | |
|------------------------|--------|
| DESCRIPTION | SYMBOL |
| BENCHMARK | |
| CATCH BASIN | |
| HYDRANT | |
| TEST BORE/TEST HOLE | |
| ELECTRIC MANHOLE | |
| ELECTRIC RISER | |
| PULL BOX | |
| UTILITY POLE/GUY POLE | |
| IRRIGATION CONTROL BOX | |
| SPRINKLER HEAD | |
| SCOREBOARD | |
| EVERGREEN TREE | |
| DECIDUOUS TREE | |
| DROP CURB | |
| STORM DRAIN | |
| IRRIGATION LINE | |
| UNDERGROUND ELECTRIC | |
| UNDERGROUND TELEPHONE | |
| CONTOUR | |
| SPOT ELEVATION | |
| TOP/BOT CURB GRADE | |
| ASPHALT PAVEMENT | |

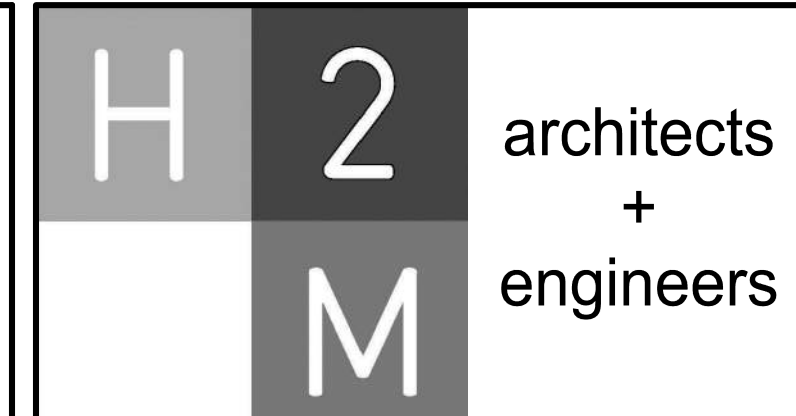
SITE REMOVALS NOTES:

1. REPORT ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THE PLANS TO THE ENGINEER IN WRITING IMMEDIATELY.
2. UNDERGROUND UTILITY INFORMATION SHOWN ON THESE PLANS WAS OBTAINED FOR DESIGN PURPOSES ONLY. PROVIDE FOR CONSTRUCTION MARKOUT AND LOCATE EXISTING UNDERGROUND UTILITIES. NO EXCAVATION CAN COMMENCE UNTIL UTILITY DOCUMENTATION HAS BEEN COMPLETED.
3. AFTER MARKOUT AND PRIOR TO DISTURBING THE SITE, UNCOVER ALL SUBSURFACE UTILITIES AND STRUCTURES WITHIN LIMITS OF DISTURBANCE TO CONFIRM THEIR LOCATION AND DEPTH.
4. NO COMPENSATION WILL BE MADE FOR ANY INCONVENIENCE CAUSED BY ENCOUNTERING UTILITIES AND STRUCTURES WHICH ARE NOT SHOWN, OR ARE INACCELERATELY SHOWN ON THE PLANS.
5. REPAIR ANY DAMAGE TO EXISTING UTILITIES RESULTING FROM CONTRACTOR OPERATIONS IMMEDIATELY AT NO COST TO OWNER.
6. REPAIR ANY DAMAGE TO EXISTING SITE FEATURES SCHEDULED TO REMAIN RESULTING FROM CONTRACTOR OPERATIONS AT NO COST TO OWNER.
7. LOCATE ALL COMPONENTS OF ANY EXISTING IRRIGATION SYSTEMS PRIOR TO CONSTRUCTION AND PROTECT THROUGHOUT THE DURATION OF THE CONTRACT. REPAIR ALL DAMAGED COMPONENTS AT NO ADDITIONAL COST TO THE OWNER.
8. PROVIDE TEMPORARY FENCING TO PROTECT WORK AREAS.
9. INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN PRIOR TO ANY GROUND DISTURBANCE.
10. DELINEATE THE LIMITS OF CLEARING AND REVIEW WITH THE OWNER PRIOR TO COMMENCING WORK.
11. NOTIFY OWNER AND ENGINEER IMMEDIATELY IN WRITING WHEN UNKNOWN STRUCTURES OR SUSPECTED HAZARDOUS OR CONTAMINATED MATERIALS ARE ENCOUNTERED PRIOR TO REMOVAL OR DISTURBANCE.
12. TAKE APPROPRIATE MEASURES TO PROTECT PEDESTRIANS AND VEHICULAR TRAFFIC DURING REMOVAL ACTIVITIES, AND PROVIDE TEMPORARY MEASURES FOR THE PROTECTION AND SAFETY OF THE PUBLIC UNTIL FINAL ACCEPTANCE BY THE OWNER.
13. BACKFILL ALL VOIDS RESULTING FROM THE REMOVAL OF EXISTING SITE FEATURES. BACKFILL TO BE SOIL, FREE OF ORGANIC MATERIAL, DEBRIS, TRASH, CLAY AND STONES LARGER THAN 4 INCHES.



APPLICANT
DOMINICAN COLLEGE
470 WESTERN HIGHWAY
ORANBURG, NY 10962
(845) 848-7814

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Melville, NY 11747
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THE LANDTEK GROUP, INC

235 County Line Rd
Amityville, NY 11701
631-691-2381
631-598-8280
www.landtekgroup.com

MARK	DATE	DESCRIPTION



DESIGNED BY: MRM	DRAWN BY: JMT	CHECKED BY:	REVIEWED BY:
PROJECT NO: LGTR 2001	DATE: JULY 26, 2021	SCALE:	AS SHOWN

DOMINICAN COLLEGE

ATHLETIC COMPLEX
SYNTHETIC TURF FIELD

DOMINICAN COLLEGE

470 WESTERN HIGHWAY
ORANBURG, NEW YORK
10962

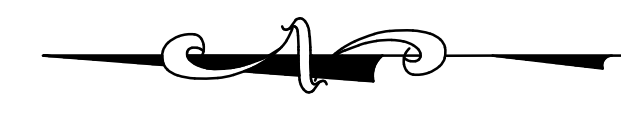
SEC. 74.06, BLOCK 3, P/O
LOTS 1.1 & 1.3

CONTRACT
ALL CONTRACTS

STATUS
REGULATORY REVIEW

SHEET TITLE
**EXISTING SITE CONDITIONS
AND REMOVALS PLAN**

DRAWING NO.
C1.0

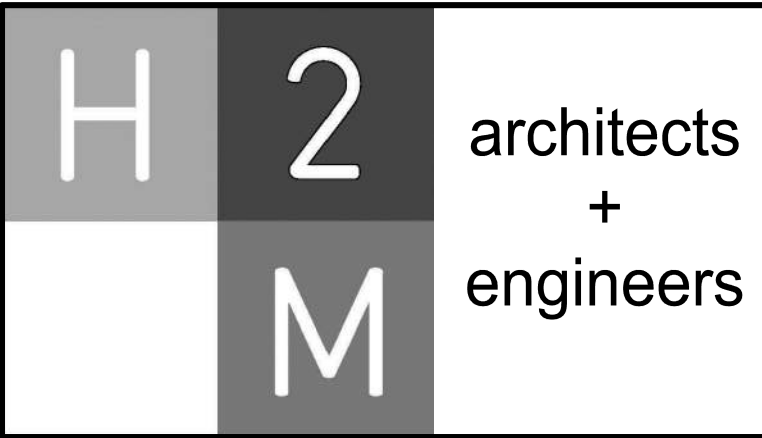


TREE REMOVAL LEGEND

DESCRIPTION	SYMBOL
TREE TO BE REMOVED	X

TREE REMOVAL NOTES:

1. A TOTAL OF 91 TREES > 6" DBH WILL BE REMOVED. REFER TO SHEET C1.2 FOR SIZES AND SPECIES.



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631-691-2381
631-698-8280
www.landtekgroup.com

MARK	DATE	DESCRIPTION

STATE OF NEW YORK
J. W. RONALD
071569
LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: MRM	DRAWN BY: JMT	CHECKED BY:	REVIEWED BY:
PROJECT NO: LGTR 2001	DATE: JULY 26, 2021	SCALE:	AS SHOWN

DOMINICAN COLLEGE

**ATHLETIC COMPLEX
SYNTHETIC TURF FIELD**

DOMINICAN COLLEGE

**470 WESTERN HIGHWAY
ORANGEBURG, NEW YORK
10962**

**SEC. 74.06, BLOCK 3, P/O
LOTS 1.1 & 1.3**

CONTRACT
ALL CONTRACTS

STATUS
REGULATORY REVIEW

SHEET TITLE
TREE REMOVAL PLAN

DRAWING No.
C1.1

APPLICANT
DOMINICAN COLLEGE
470 WESTERN HIGHWAY
ORANGEBURG, NY 10962
(845) 848-7814

C:\Users\james\AppData\Local\Temp\2\2021-11-23\11-23\11-23.dwg, Jun 14, 2021, 11:31am Plotter: cpl, Jul 28, 2021, 11:46am By: jrombino

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 501-542.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 543-584.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 585-626.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 627-668.

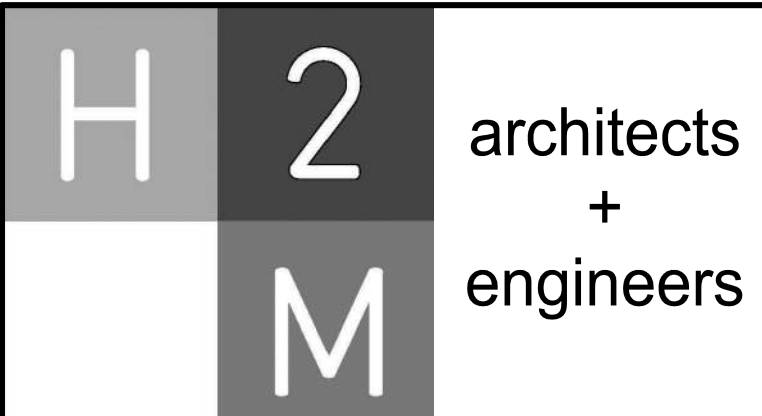
FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 669-945.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 946-948.

FIELD_INVENTORY



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Table with columns: MARK, DATE, DESCRIPTION. Empty table for field notes.



DESIGNED BY: MRM DRAWN BY: JMT CHECKED BY: REVIEWED BY: PROJECT NO: LGTR 2001 DATE: JULY 26, 2021 SCALE: AS SHOWN

CLIENT: DOMINICAN COLLEGE ATHLETIC COMPLEX SYNTHETIC TURF FIELD 470 WESTERN HIGHWAY ORANBURG, NEW YORK 10962 SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

CONTRACT: ALL CONTRACTS

STATUS: REGULATORY REVIEW

SHEET TITLE: TREE REMOVAL LIST

DRAWING No. C1.2



MULTI-PURPOSE FIELD STRIPING TABLE				
SPORT/EVENT	DIMENSIONS	TYPE OF STRIPE	COLOR	PANTONE COLOR NO.
SOCCER	210'x360'	INLAID	CANARY YELLOW	136C
BOY'S LACROSSE	180'x330'	INLAID	REFLEX BLUE	RFXC
BOY'S LACROSSE CIRCLE	9' RADIUS	PAINTED	REFLEX BLUE	RFXC (OR EQUAL)
GIRL'S LACROSSE	210'x360'	INLAID	RED	185C

TOTAL LAND DISTURBANCE = 4.81 ACRES

SITE DATA

ZONE: R-40
 USE: SCHOOL, ATHLETIC FIELD
 SCHOOL DISTRICT: SOUTH ORANGETOWN CSD
 FIRE DISTRICT: ORANBURG
 WATER DISTRICT: UNITED WATER NEW YORK
 SEWER DISTRICT: ORANGETOWN SEWER DISTRICT

BULK REQUIREMENTS

ITEM	REQUIRED	NEW
MINIMUM FLOOR AREA RATIO	0.15	0.01
MINIMUM LOT AREA	80,000 SF	544,500 SF
MINIMUM LOT WIDTH	300 FT	516 FT
MINIMUM STREET FRONTAGE	150 FT	235 FT
MINIMUM SIDE YARD DEPTH (EACH)	30 FT	50 FT
MINIMUM SIDE YARD DEPTH (AGGREGATE)	100 FT	746 FT
MINIMUM REAR YARD DEPTH	50 FT	65 FT
MAXIMUM BUILDING HEIGHT	3 INCHES	0 INCHES

LEGEND

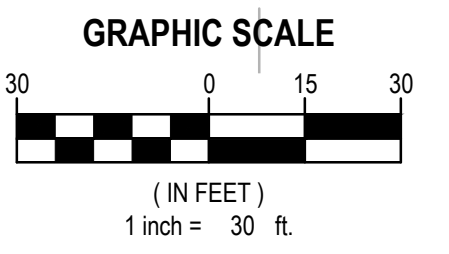
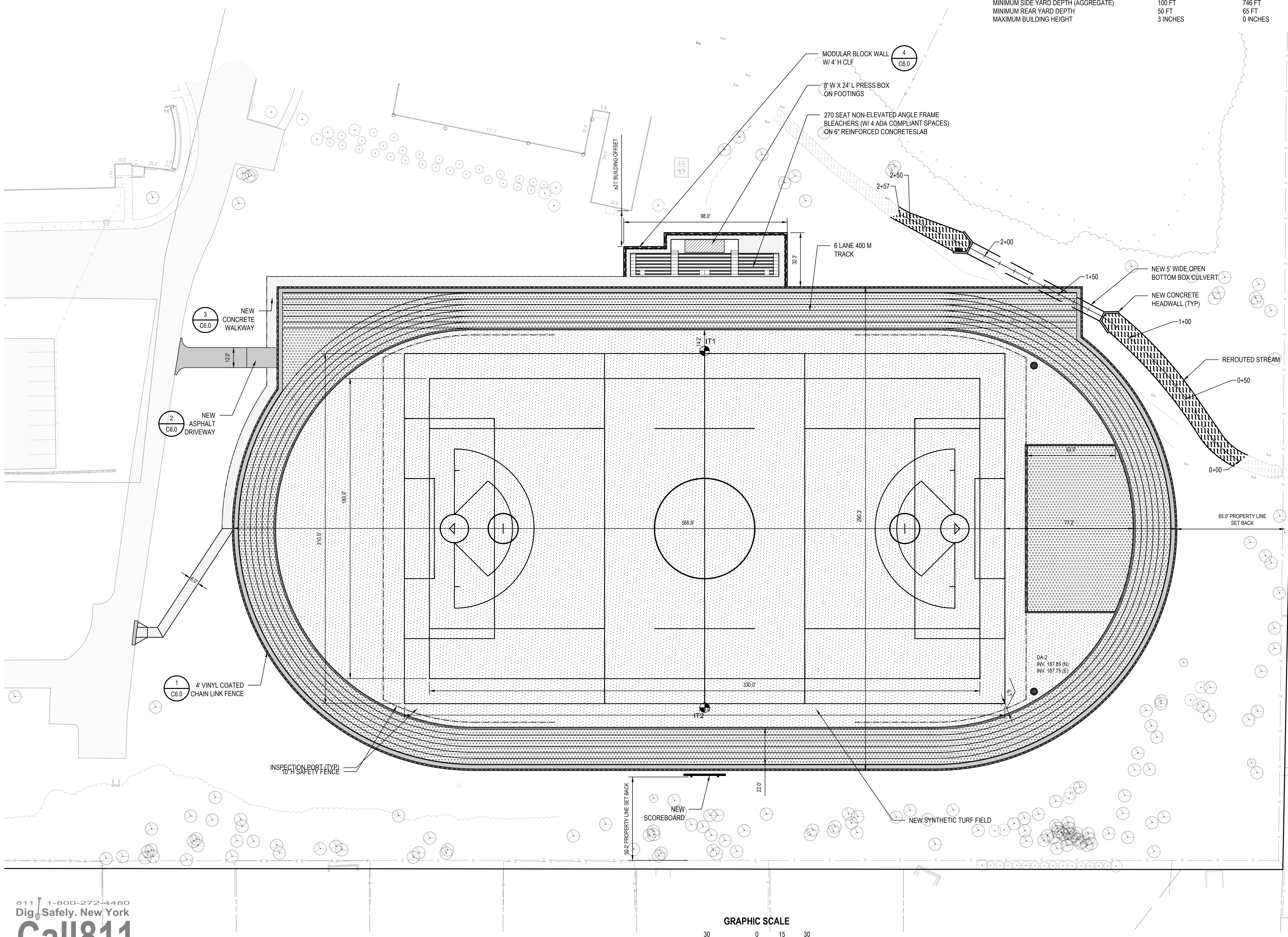
DESCRIPTION	SYMBOL
RETAINING WALL	[Symbol: Dashed line with cross-ticks]
ASPHALT PAVEMENT	[Symbol: Stippled pattern]
CONCRETE PAVEMENT SIDEWALK	[Symbol: Solid grey fill]
TURF FIELD	[Symbol: Grid pattern]
RUNNING TRACK	[Symbol: Parallel line pattern]
RELOCATED STREAMBED	[Symbol: Wavy line pattern]
UTILITY MANHOLE	[Symbol: Circle with crosshair]
HANDICAP RAMP	[Symbol: Triangular pattern]
CHAIN LINK FENCE	[Symbol: X pattern]

SITE PLAN NOTES:

- INSPECT THE SITE PRIOR TO SUBMISSION OF BIDS AND MAKE NO ADDITIONAL CLAIMS REGARDING SITE CONDITIONS THEREAFTER.
- NOTIFY THE OWNER AND H2M (TELEPHONE 631-756-8000) AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF THE WORK. THE SAME NOTICE SHALL BE REQUIRED WHEN RESUMING WORK AFTER ANY STOPPAGE OR DELAY.
- COMPLETE ALL SURVEY AND STAKEOUT AS REQUIRED TO PROPERLY COMPLETE THE WORK.
- PERFORM DAILY CLEANUP OPERATIONS INCLUDING REMOVAL OF DEBRIS AND EXCESS CONSTRUCTION MATERIAL, AND DRIVEWAY/STREET CLEANING TO THE SATISFACTION OF THE OWNER.
- DURING ALL NON-WORKING HOURS, STORE ALL EQUIPMENT AND MATERIALS WITHIN AN AREA DESIGNATED BY THE OWNER AT THE PROJECT SITE.
- ALL CONSTRUCTION TO CONFORM WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODE REQUIREMENTS.
- COORDINATE CONSTRUCTION ACTIVITIES WITH OWNER TO MINIMIZE INTERRUPTION TO THE OWNER'S OPERATIONS.
- RESTORE SURROUNDING AREAS DAMAGED OR DISTURBED DURING CONSTRUCTION. RESTORE TO NEW CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
- RESTORE ALL DISTURBED GRASS AREAS AND ALL AREAS NOT SPECIFICALLY IDENTIFIED FOR OTHER IMPROVEMENTS WITH 4 INCHES OF TOPSOIL AND SEED.
- SEAL ALL JOINTS BETWEEN NEW ASPHALT AND EXISTING ASPHALT WITH HOT ASPHALT CEMENT.

TOWN OF ORANGETOWN NOTES:

- LOT DRAINAGE SHALL CONSTITUTE EASEMENTS RUNNING WITH THE LAND AND ARE NOT TO BE DISTURBED.
- ALL UTILITIES, INCLUDING ELECTRIC AND TELEPHONE SERVICE, SHALL BE INSTALLED UNDERGROUND.
- SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH THE HIGHWAY DEPARTMENT'S SPECIFICATIONS FOR SIDEWALKS.
- THIS PLAN DOES NOT CONFLICT WITH THE COUNTY OFFICIAL MAP AND HAS BEEN APPROVED IN THE MANNER SPECIFIED BY SECTION 239L&M OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK.



H 2 M architects + engineers

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 Melville, NY 11747
 631.756.8000 • www.h2m.com

THE LANDTEK GROUP, INC
 235 County Line Rd
 Amityville, NY 11701
 631-691-2381
 631-598-8280
 www.landtekgroup.com

MARK	DATE	DESCRIPTION

STATE OF NEW YORK
 SEAL OF THE PROFESSIONAL ENGINEER
 071569
 LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: MRM	DRAWN BY: JMT	CHECKED BY:	REVIEWED BY:
PROJECT No.: LGTR 2001	DATE: JULY 26, 2021	SCALE: AS SHOWN	

DOMINICAN COLLEGE

**ATHLETIC COMPLEX
 SYNTHETIC TURF FIELD**

DOMINICAN COLLEGE

470 WESTERN HIGHWAY
 ORANBURG, NEW YORK
 10962

SEC. 74.06, BLOCK 3, P/O
 LOTS 1.1 & 1.3

CONTRACT: ALL CONTRACTS

STATUS: REGULATORY REVIEW

SHEET TITLE: DIMENSIONAL SITE PLAN

DRAWING No.: **C2.0**

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APPLICANT
 DOMINICAN COLLEGE
 470 WESTERN HIGHWAY
 ORANBURG, NY 10962
 (845) 848-7814

MARK	DATE	DESCRIPTION



DESIGNED BY: MRM
DRAWN BY: JMT
CHECKED BY: [Signature]
REVIEWED BY: [Signature]
PROJECT NO: LGTR 2001
DATE: JULY 26, 2021
SCALE: AS SHOWN

DOMINICAN COLLEGE

**ATHLETIC COMPLEX
SYNTHETIC TURF FIELD**

DOMINICAN COLLEGE

470 WESTERN HIGHWAY
ORANBURG, NEW YORK
10962
SEC. 74.06, BLOCK 3, P/O
LOTS 1.1 & 1.3

CONTRACT: ALL CONTRACTS

STATUS: REGULATORY REVIEW

SHEET TITLE: GRADING AND DRAINAGE PLAN

APPLICANT: DOMINICAN COLLEGE
470 WESTERN HIGHWAY
ORANBURG, NY 10962
(845) 848-7814

DRAWING NO: **C3.0**

LEGEND

DESCRIPTION SYMBOL

SPOT ELEVATION +121.50

TOP AND BOTTOM WALL ELEVATION TW 140.00
BW 139.50

MAJOR CONTOUR 240

MINOR CONTOUR 241

BORING / TEST HOLE LOCATION IT1

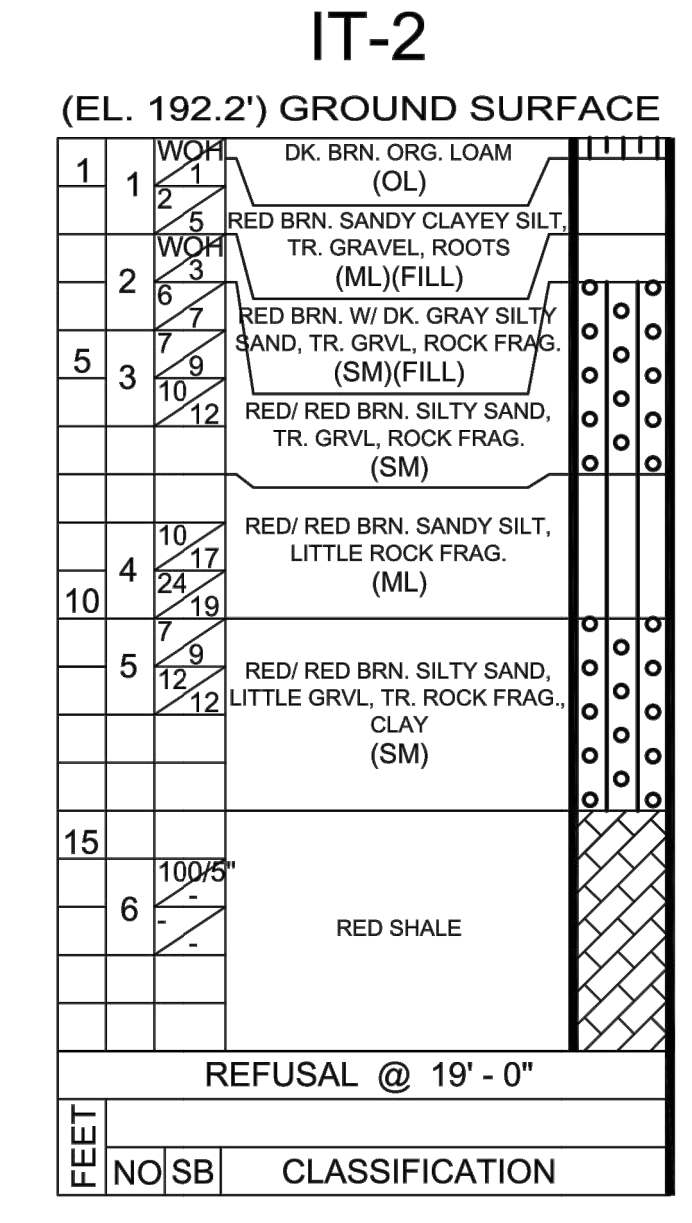
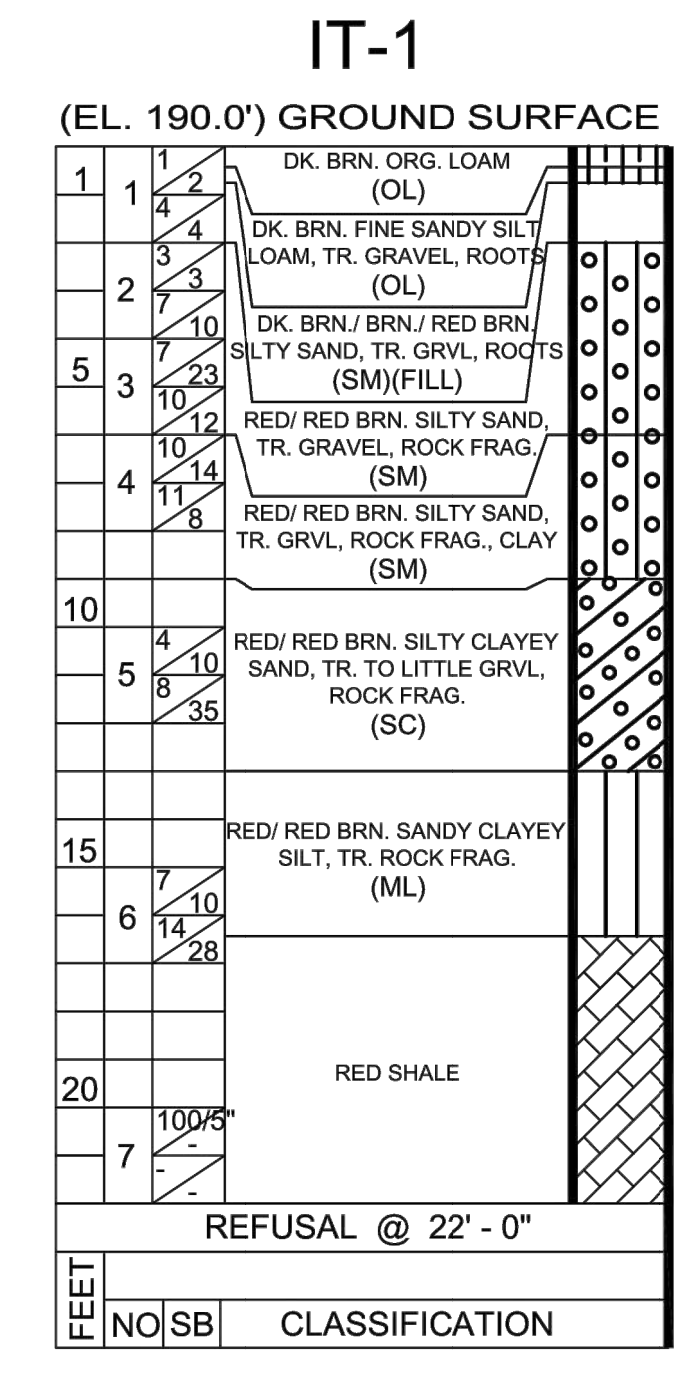
RETAINING WALL

UTILITY MANHOLE

DRAINAGE LINE

- GRADING AND DRAINAGE NOTES:**
- FOR NEW CONSTRUCTION THAT MEETS EXISTING CONDITIONS, ABUTTING SURFACES SHALL BE FLUSH AND ALIGNED.
 - ADJUST ALL EXISTING CASTINGS AND VALVE COVERS TO MEET PROPOSED GRADE.
 - CONSTRUCTION DEBRIS AND EXCESS SOIL SHALL BE REMOVED AND LEGALLY DISPOSED OFF SITE.
 - UNSATURABLE SOILS ENCOUNTERED DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER IMMEDIATELY IN WRITING BEFORE REMOVAL OR DISTURBANCE.
 - SUBSURFACE DRAINAGE SYSTEM TO BE MAINTAINED BY OWNER. ALL PIPES AND MANHOLES TO BE VIDEO INSPECTED EVERY TWO YEARS.
 - SEE SHEET C3.1 FOR CULVERT SECTIONS.

- PIPE MATERIAL SPECIFICATIONS:**
- MANHOLE TO CULVERT CONNECTION: 8"Ø SMOOTH INTERIOR HDPE
 - FIELD COLLECTION SYSTEM: 8"Ø SMOOTH INTERIOR HDPE
 - FIELD UNDERDRAIN: 1" x 12" FLAT HDPE



STORM DRAINAGE CALCULATIONS (FIELD ONLY):

Table 01 - Stormwater Modeling Summary

Design Point	Watershed ID	Runoff Volume (cf)			Peak Runoff/SMP Overflow Rate (cfs)		
		1-Yr	10-Yr	100-Yr	1-Yr	10-Yr	100-Yr
Pre-Development Condition							
1	EX - A	7,202	21,860	49,682	1.93	6.06	13.53
2	EX - B	7,539	22,883	52,007	2.02	6.35	14.17
Post-Development Condition							
1	DEV - A	35,067	70,883	128,813	0.52	1.48	3.13
2	DEV - B	1,890	5,343	11,692	0.00	0.54	3.16

Table 02 - WQv Summary

Watershed ID	Watershed Area 'A' (ac)	Impervious Area (Field, Sidewalks) (ac)	Percent Impervious (%)	Rv	WQv Required (ft³)	Chamber Volume Provided (ft³)
DEV - A	4.29	3.49	81	0.78	18,271	38,995
DEV - B	0.52	0.12	23	0.26	730	N/A

TOTAL LAND DISTURBANCE = 4.81 ACRES

DRAINAGE STRUCTURE SCHEDULE

STRUCT. NUMBER	STRUCTURE TYPE	RIM/TC ELEVATION	INVERT ELEVATIONS
DA-1	NEW 4' DIA. MANHOLE	RIM 191.60	N 187.85 (8") E 187.75 (8")
DA-2	NEW 4' DIA. MANHOLE	RIM 191.60	N 187.85 (8") SE, W 186.80 (8") E 186.70 (8")

CULVERT DATA TABLE

DRAINAGE AREA	35.6 acres
SPAN	5'
UNDERCLEARANCE	3.5' - 5'
SLOPE	1.69%
MAXIMUM WATERSHED RUNOFF	62.2 cfs
DISCHARGE CAPACITY	SEE TABLE
LENGTH	89'
ORDINARY HIGH WATER LINE	EL. 188.50'

DISCHARGE FROM EXISTING PIPE

36" Corrugated pipe	
Approximate slope	2%
Manning's n	0.022
Maximum discharge	55.9 cfs
SewerGEMS discharge of new field after 100 yr storm	6.3 cfs
Total discharge to culvert	62.2 cfs

IMPERVIOUS AREA

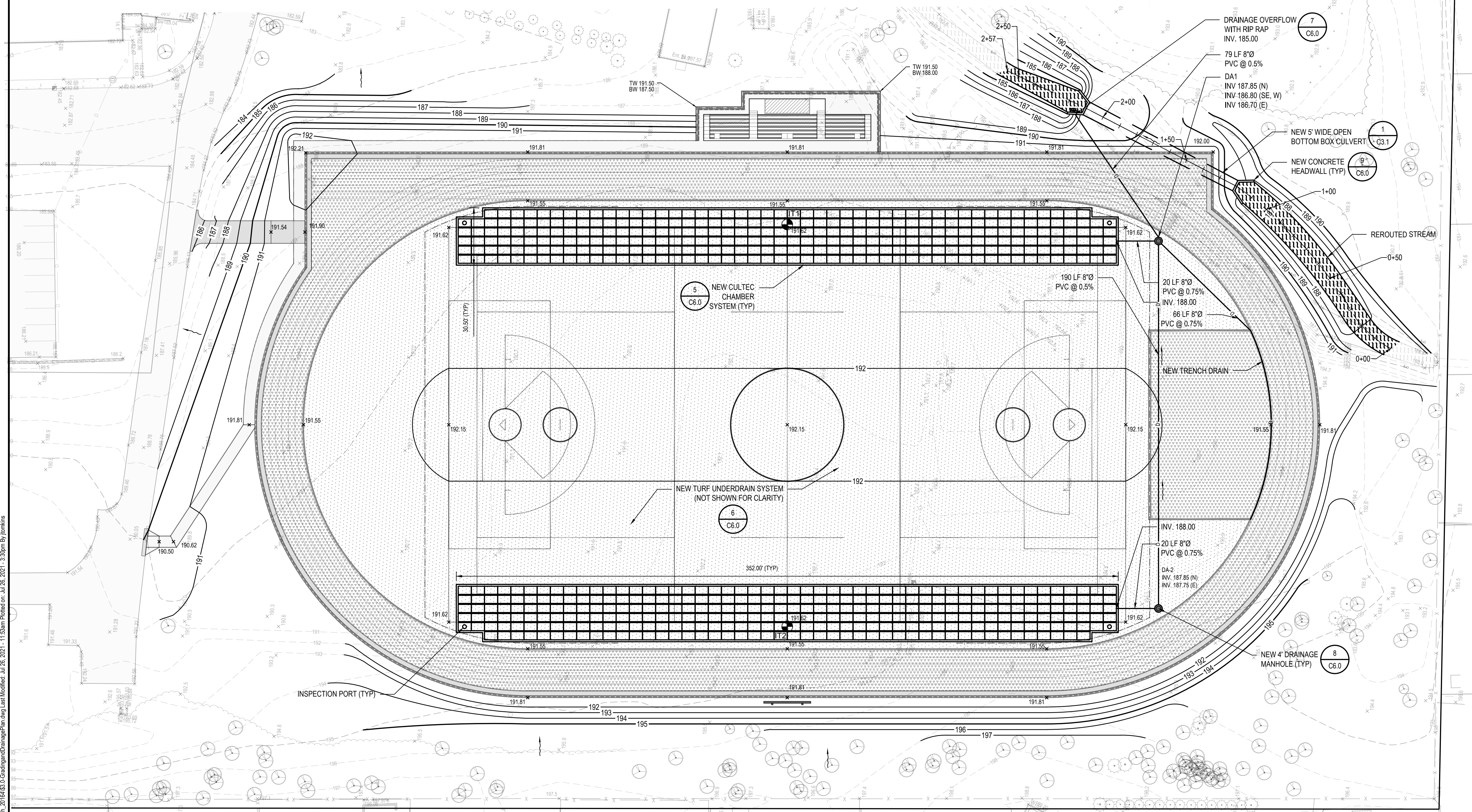
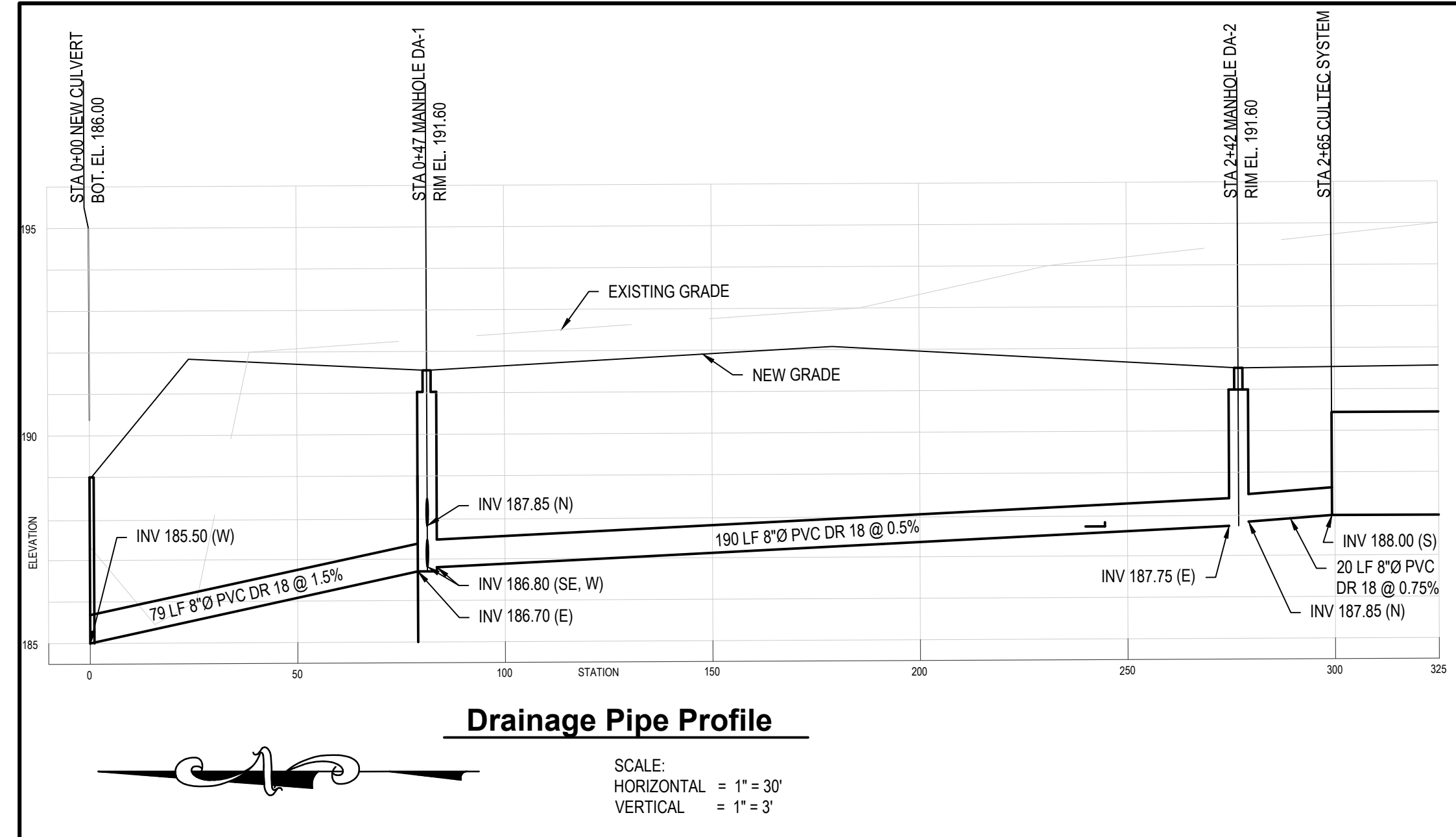
EXISTING	0.00 ACRES
PROPOSED	3.61 ACRES

REROUTED WATERCOURSE CAPACITY

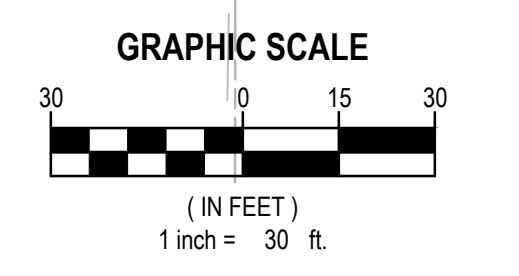
Width	12'
Depth	2.5'
Slope	1.69%
Manning's n	0.02
Total capacity	259.8 cfs

CULVERT CAPACITY

Width	5'
Depth	3.5'
Slope	1.69%
Manning's n	0.02
Inlet Head Loss (coefficient 0.9)	1.08'
Total capacity	128 cfs



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PROJECT NO: LGTR 2001	DATE: JULY 26, 2021	SCALE:	AS SHOWN

CLIENT

DOMINICAN COLLEGE

ATHLETIC COMPLEX
SYNTHETIC TURF FIELD



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LOTS 1.1 & 1.3

CONTRACT

ALL CONTRACTS

STATUS

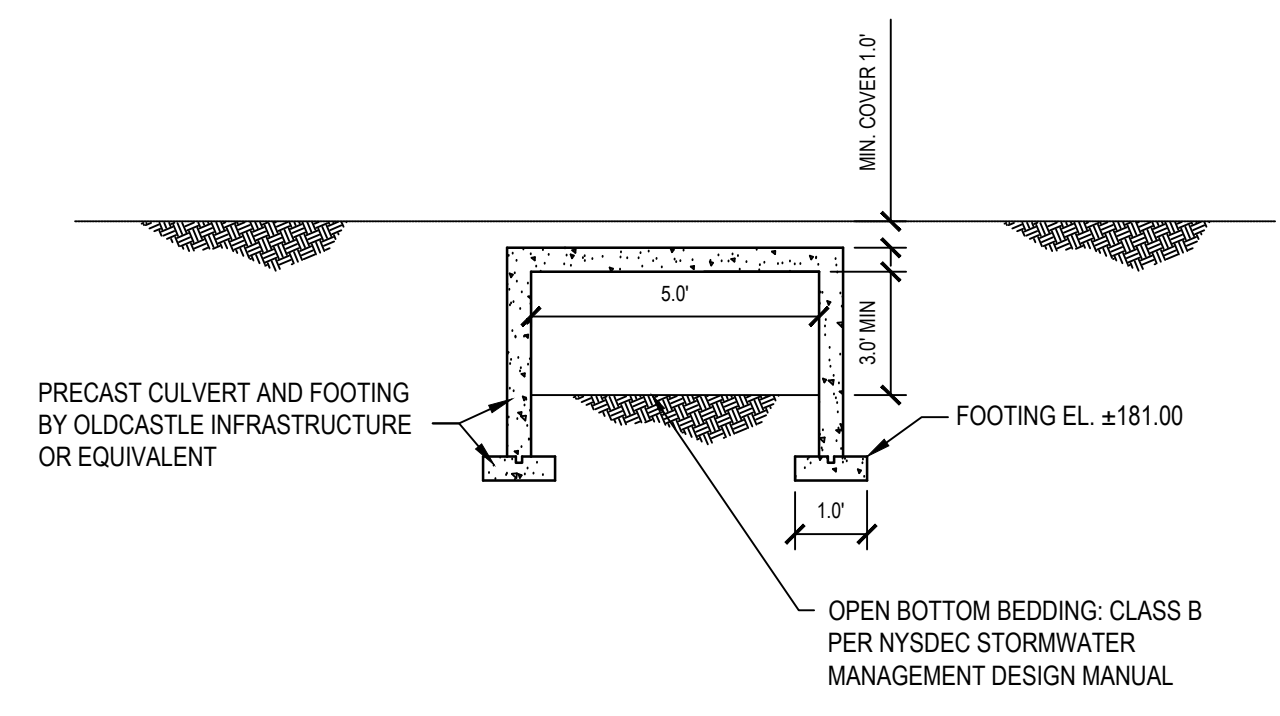
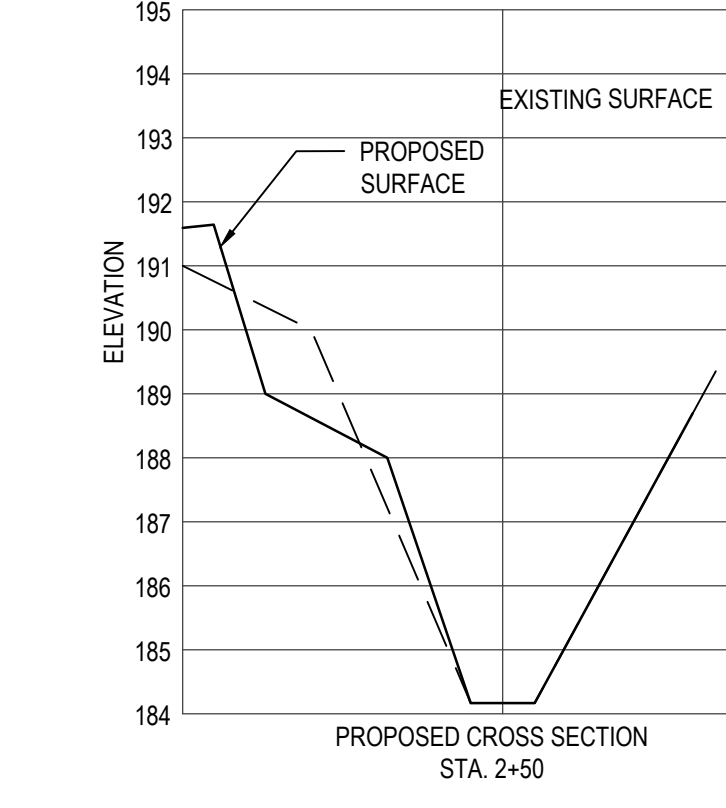
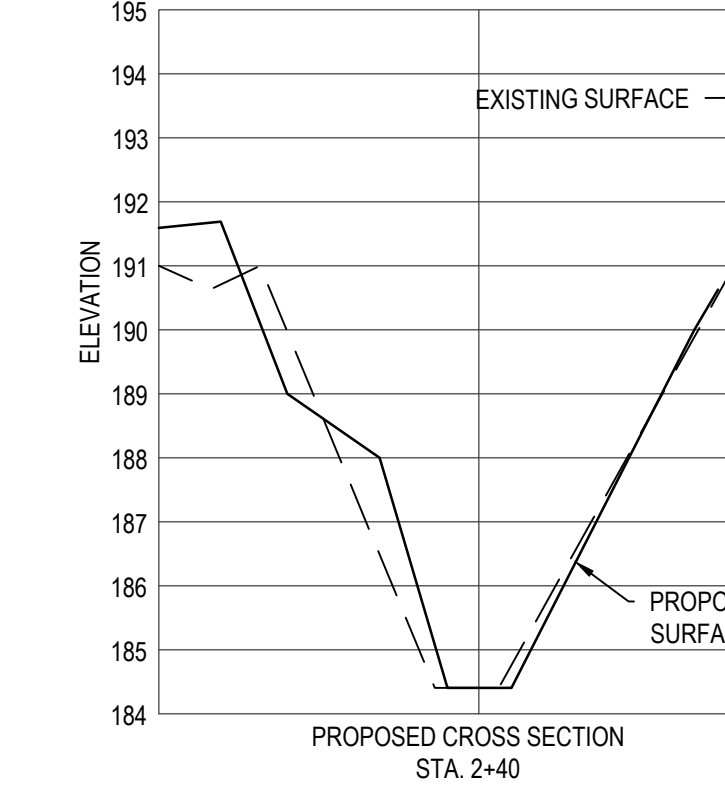
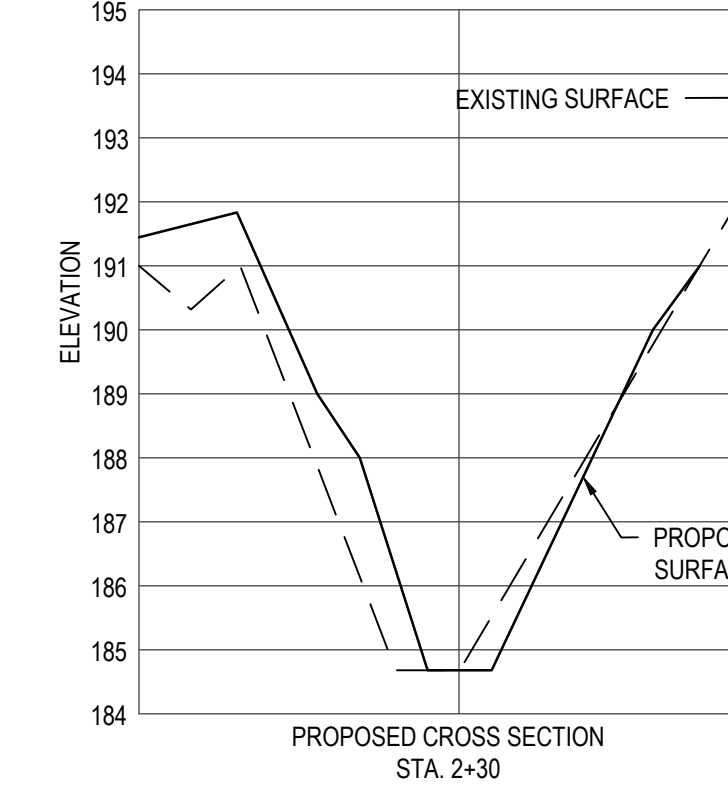
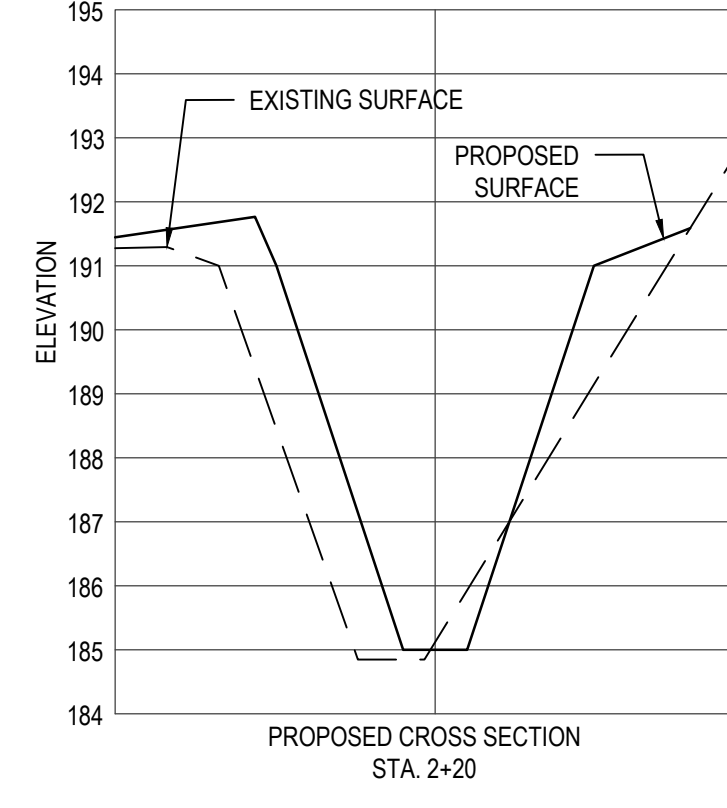
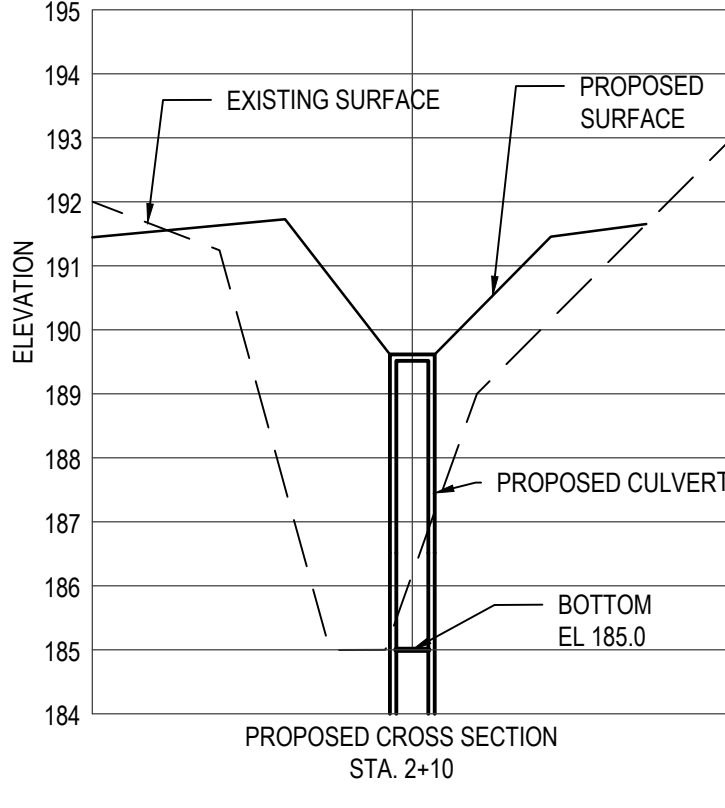
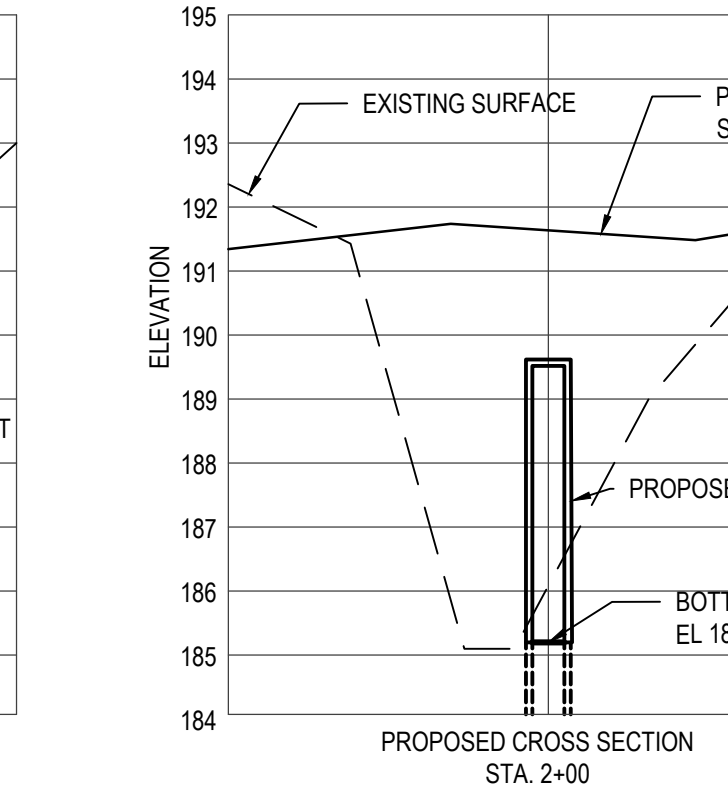
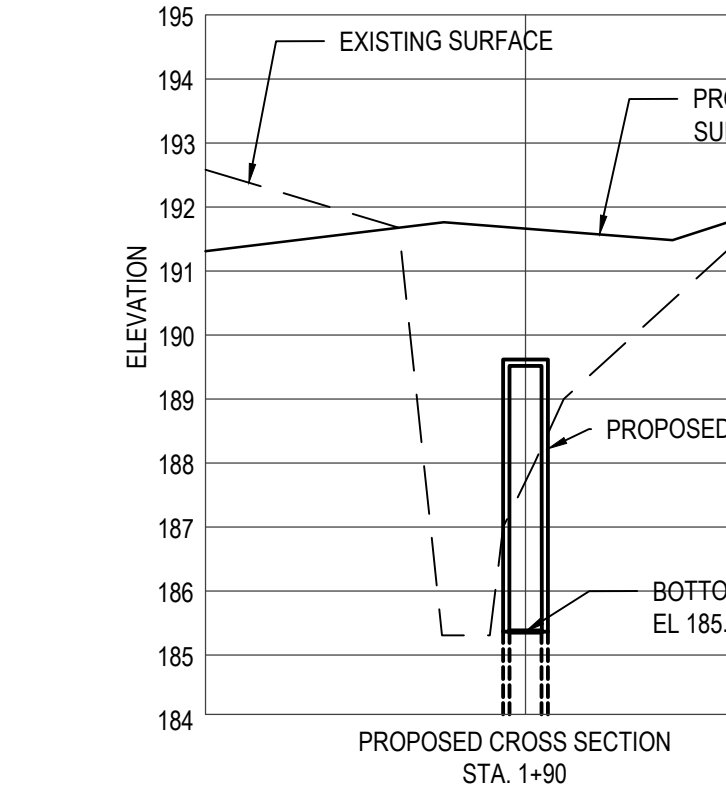
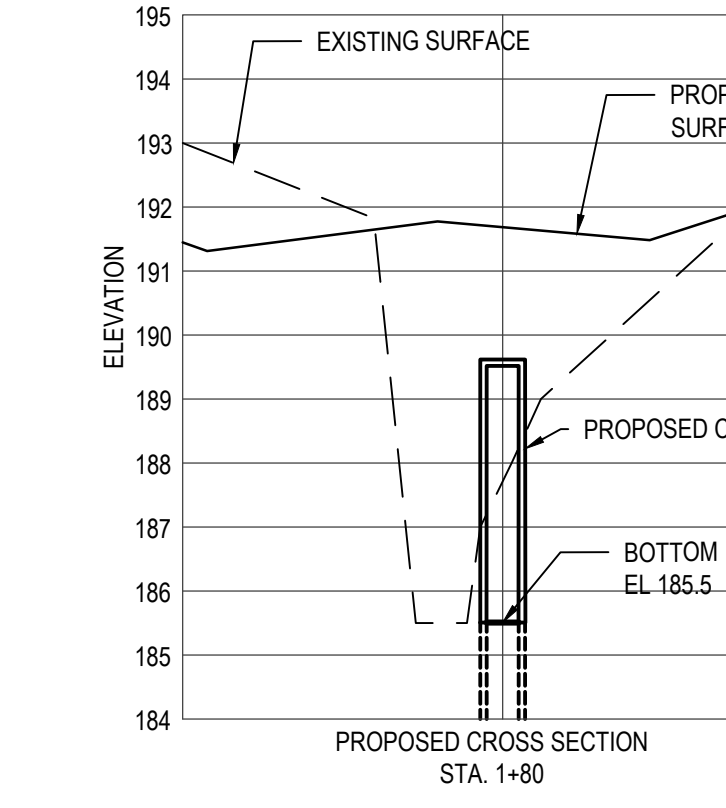
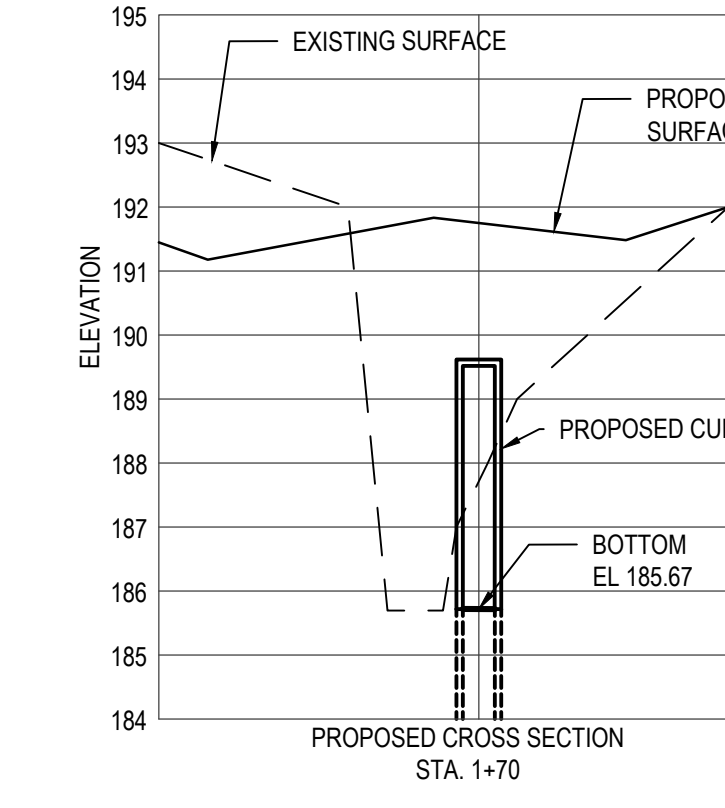
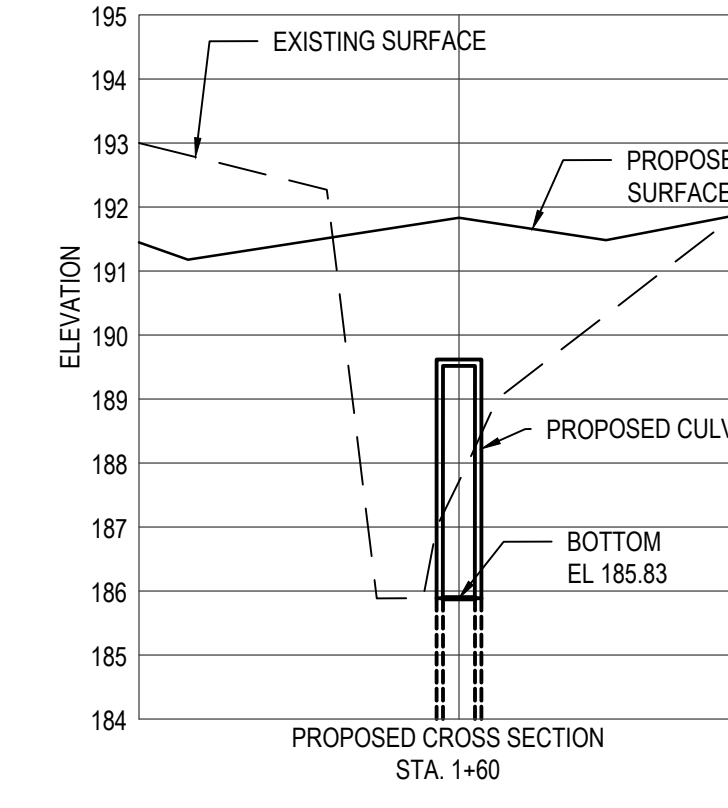
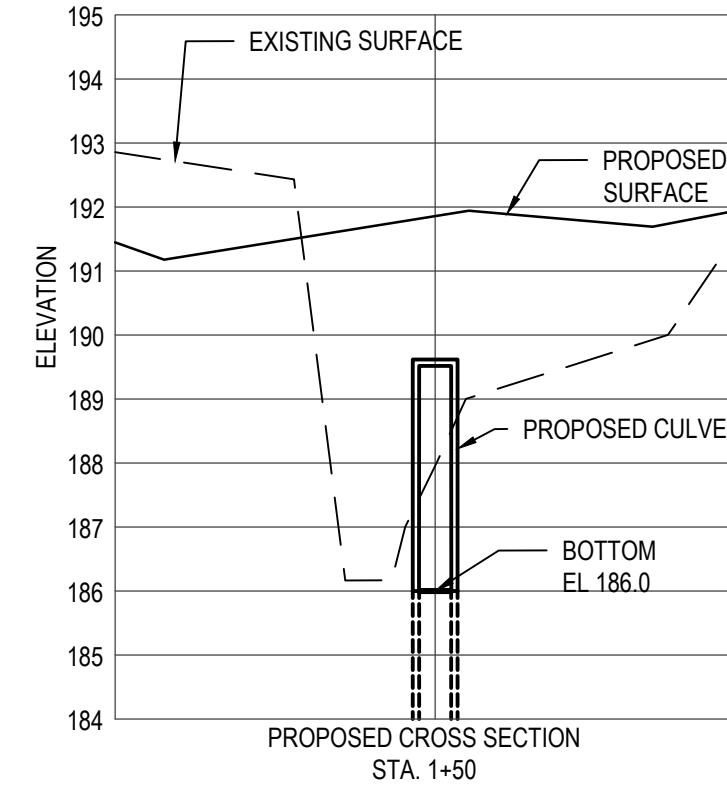
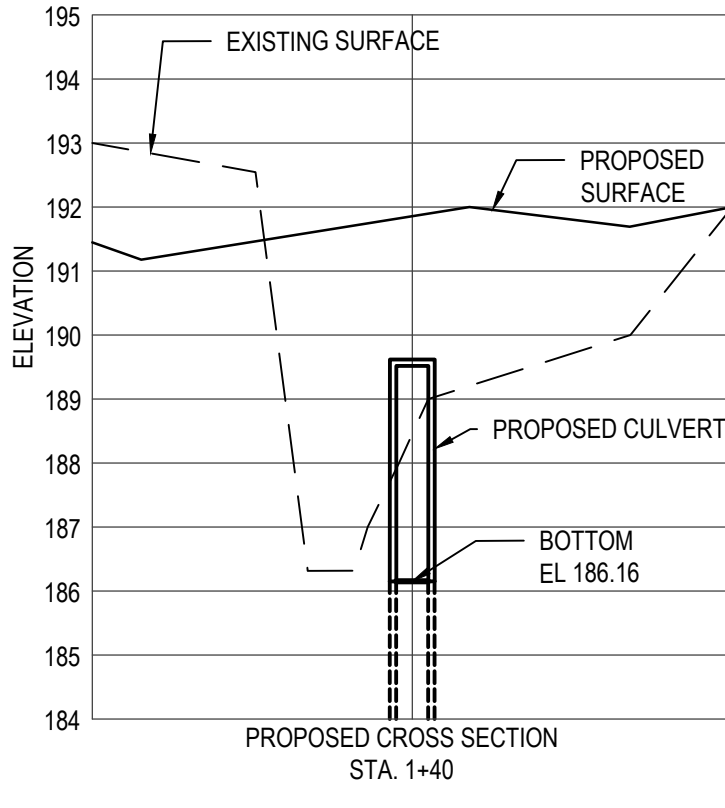
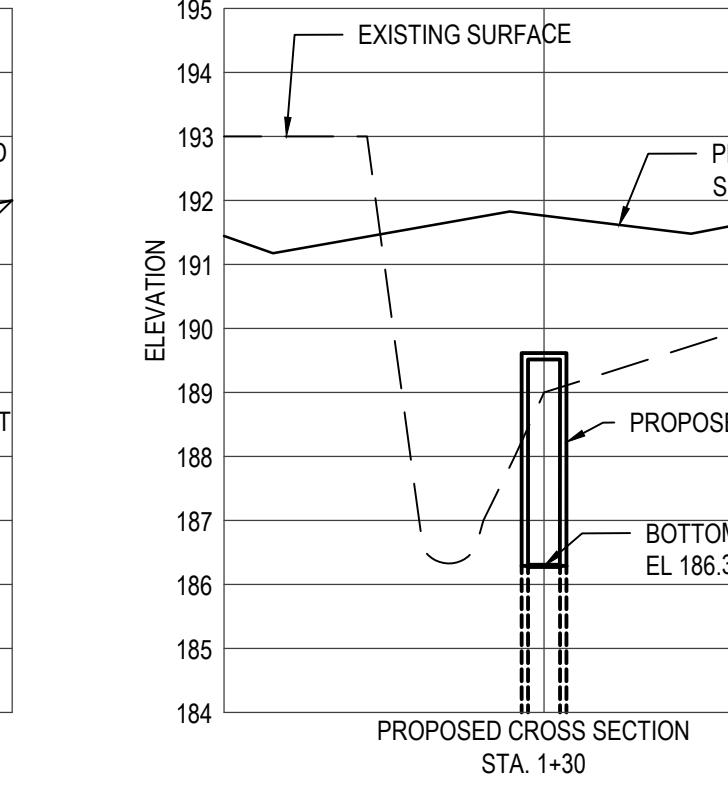
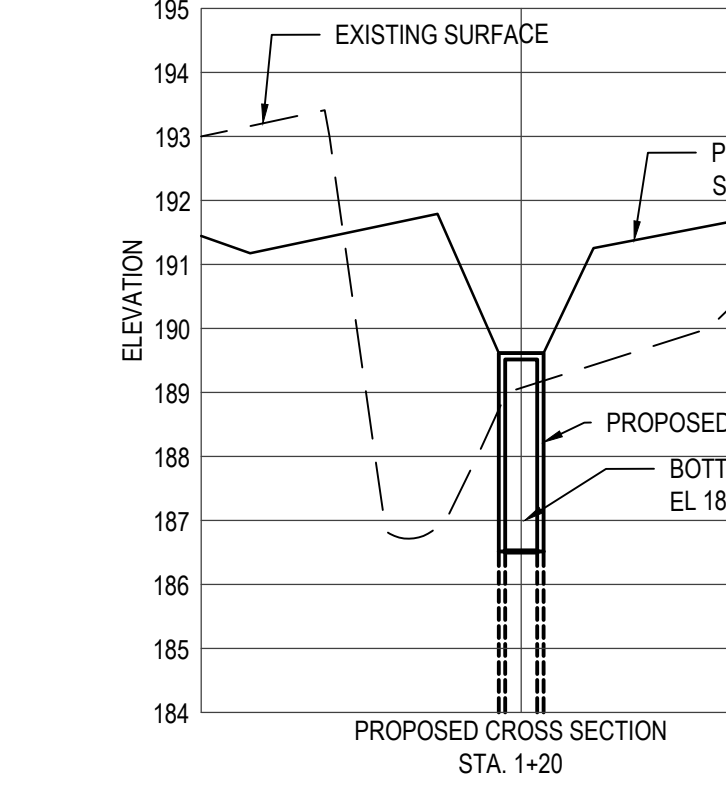
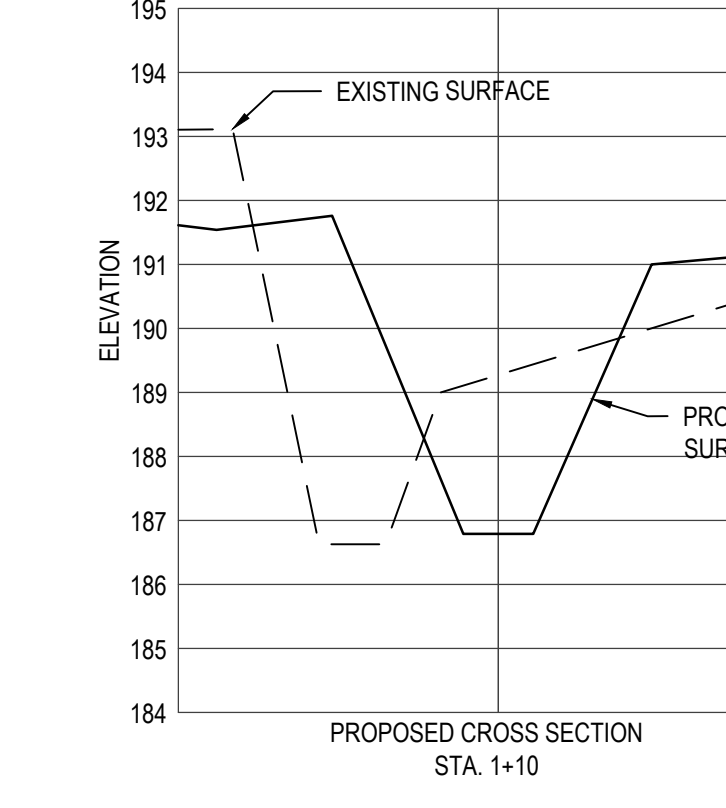
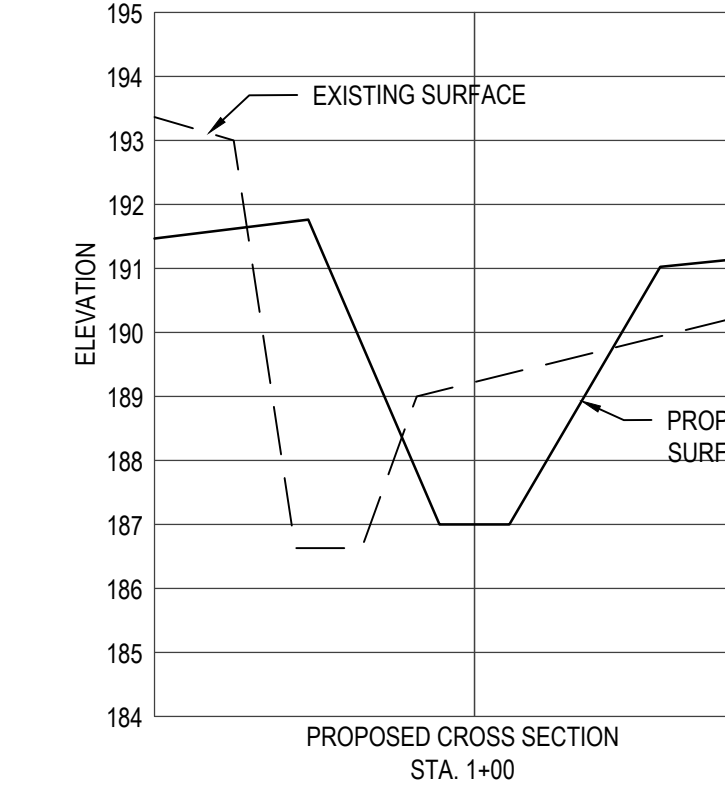
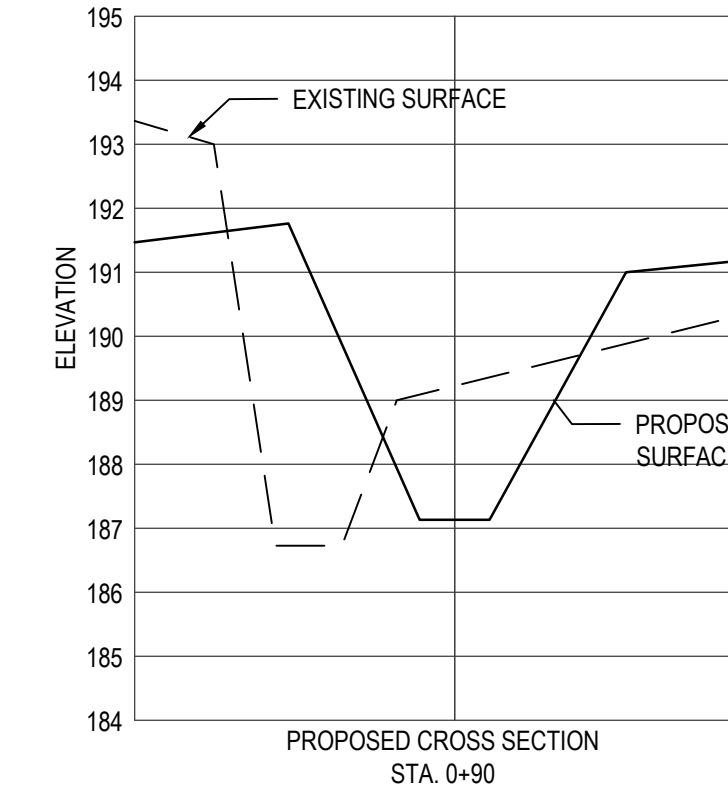
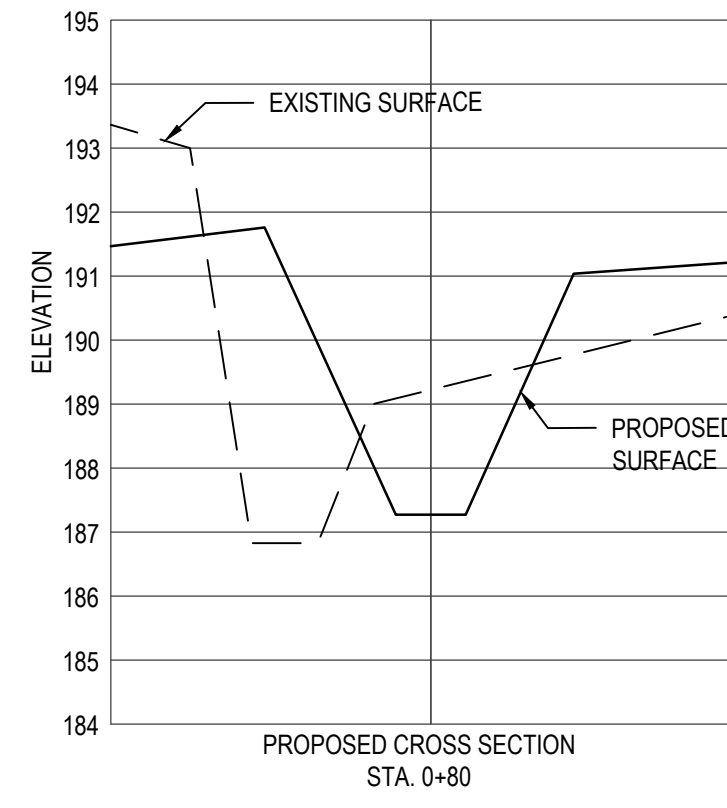
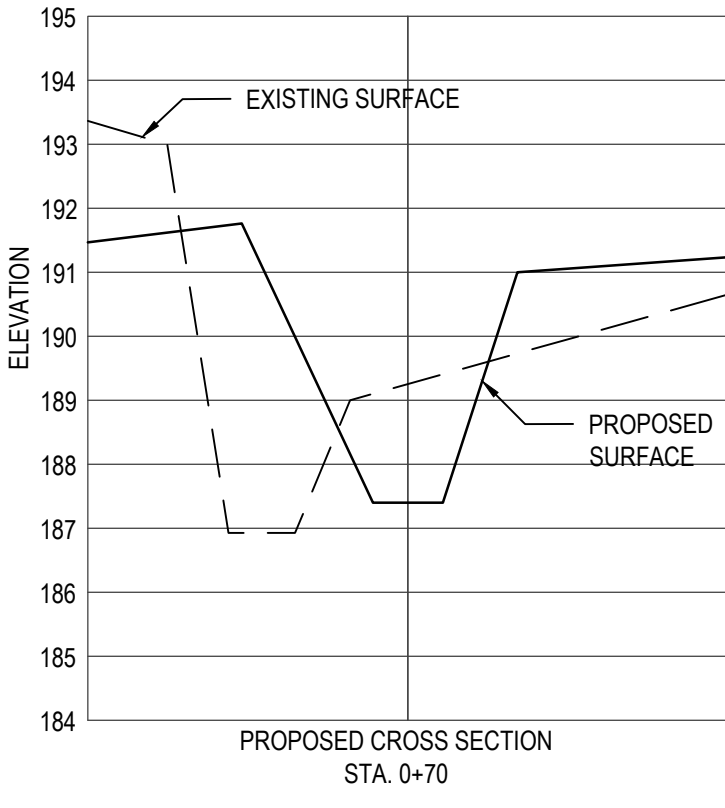
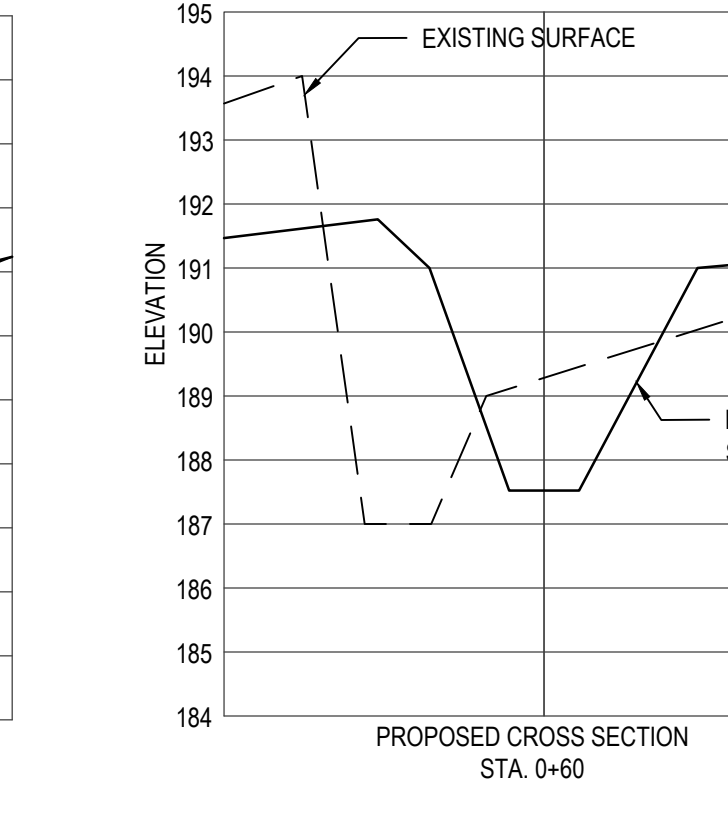
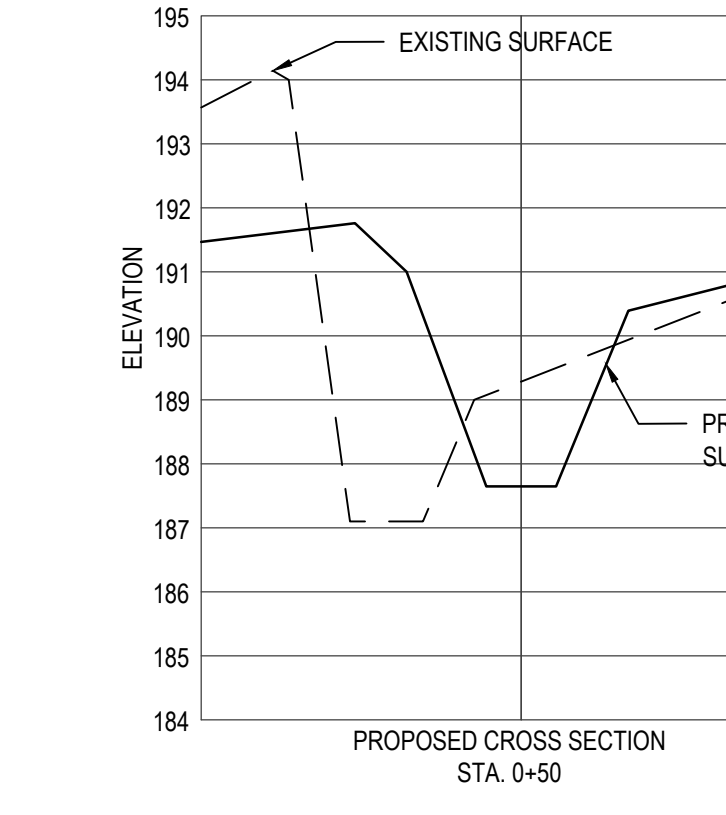
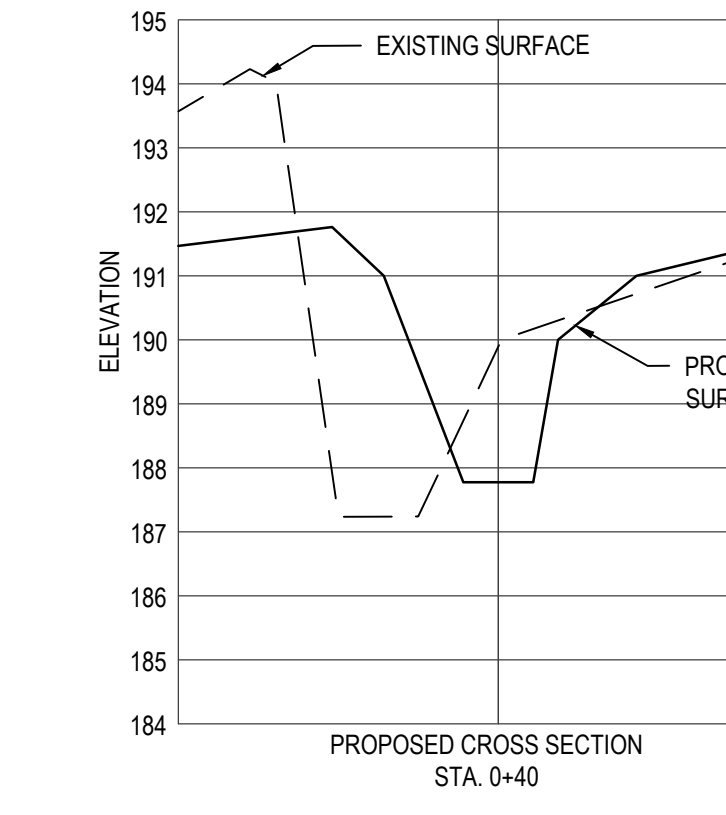
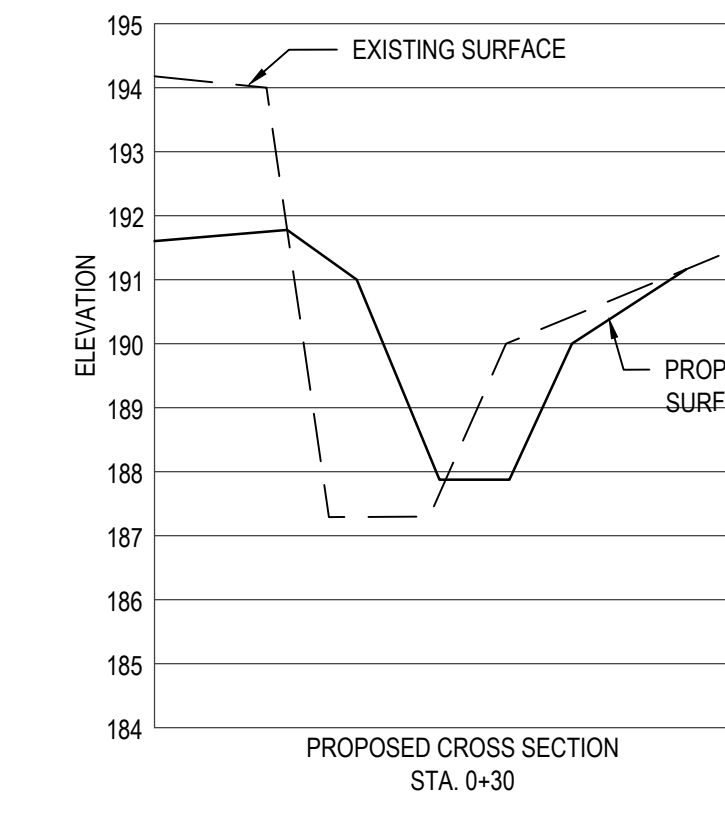
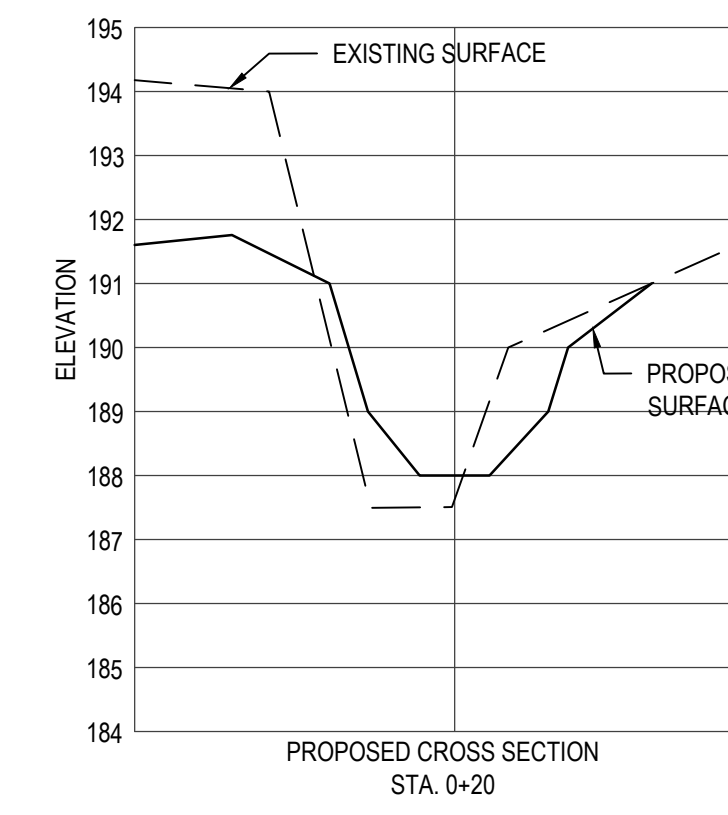
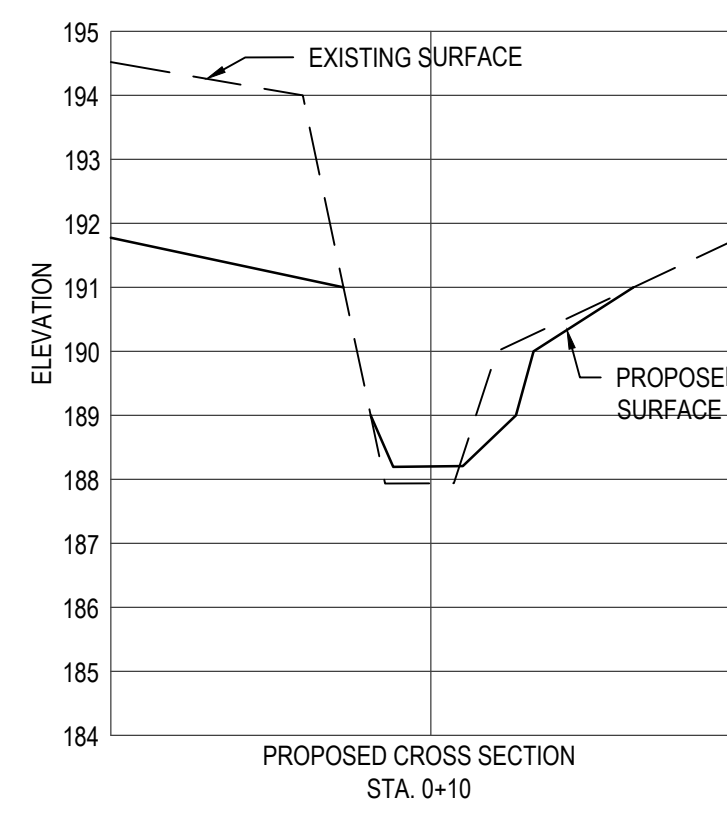
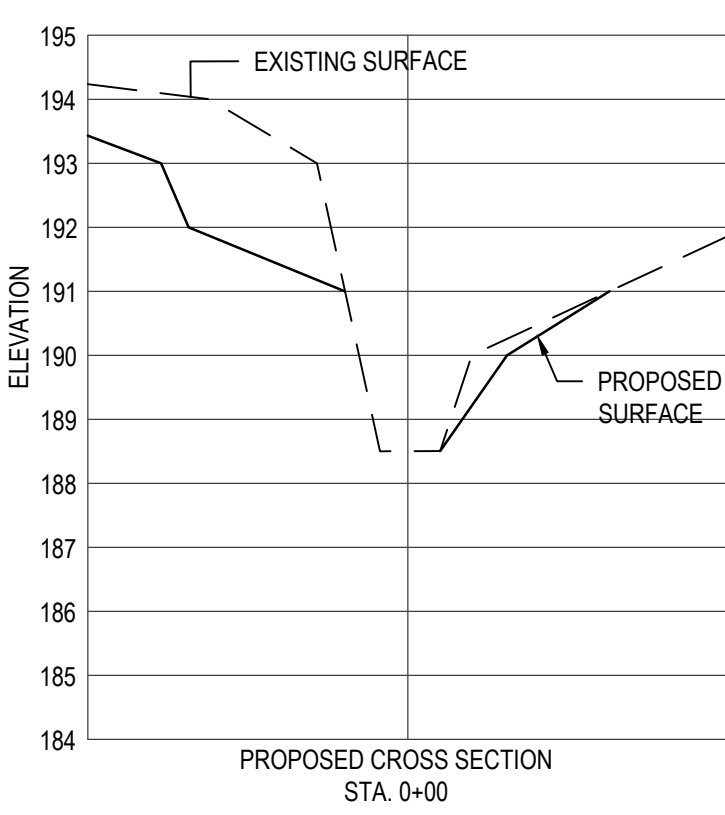
REGULATORY REVIEW

SHEET TITLE

CULVERT SECTIONS

DRAWING No.

C3.1



NOTE
CONCRETE SECTION: ASTM C1577

① **Open-Bottom Concrete Box Culvert**

Culvert Sections

SCALE:
HORIZONTAL = 1" = 20'
VERTICAL = 1" = 2'

APPLICANT
DOMINICAN COLLEGE
470 WESTERN HIGHWAY
ORANGEBURG, NY 10962
(845) 848-7814

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STANDARD PLANT MATERIAL LIST					
KEY	BOTANICAL NAME	COMMON NAME	CAL.	MAT. HT.	REMARKS
	TREES				
	Quercus alba	White Oak	2" - 3"	80' - 100'	
	Picea abies	Norway Spruce	2"	6' - 7'	
	SEEDING				
SUN & SHADE MIX	Poa pratensis	Kentucky Bluegrass (Min of 3 cultivars)	SEED MIX		SEEDING RATE
	Festuca rubra variety	Creeping Red Fescue	15%	35%	
	Lolium perenne	Perennial Rygrass	35%	35%	
	Lolium	Annual Rygrass	15%	15%	
					Seed at 5 lbs per 1,000 SF

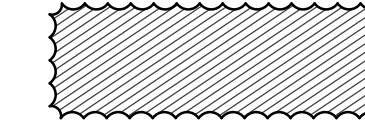
WETLAND PLANT MATERIAL LIST					
KEY	BOTANICAL NAME	COMMON NAME	SPACE	ROOT	REMARKS
	SHRUBS				
RDW	Cornus sericea	Red-osier Dogwood	6'	B&B	All shrubs to be full and dense with the minimum number of canes for size requested in accordance with the latest edition of the American Standard for Nursery Stock. Spacing of shrubs shall be as shown on the plan or as noted. Plants listed from wet to dry, and should be placed from bottom of slope to top of slope.
CEB	Sambucus canadensis	Common Elderberry	6'	B&B	
AWV	Viburnum dentatum	Arrowwood Viburnum	6'	B&B	
NBB	Morella pensylvanica	Northern Bayberry	6'	B&B	
	SEEDING				
WETLAND MIX	Ernst Conservation Seeds	Riparian Buffer Mix	SEED MIX PROPORTION BY WEIGHT		SEEDING RATE
			100%		Seed at 20 lbs per acre

LEGEND

DESCRIPTION

SYMBOL

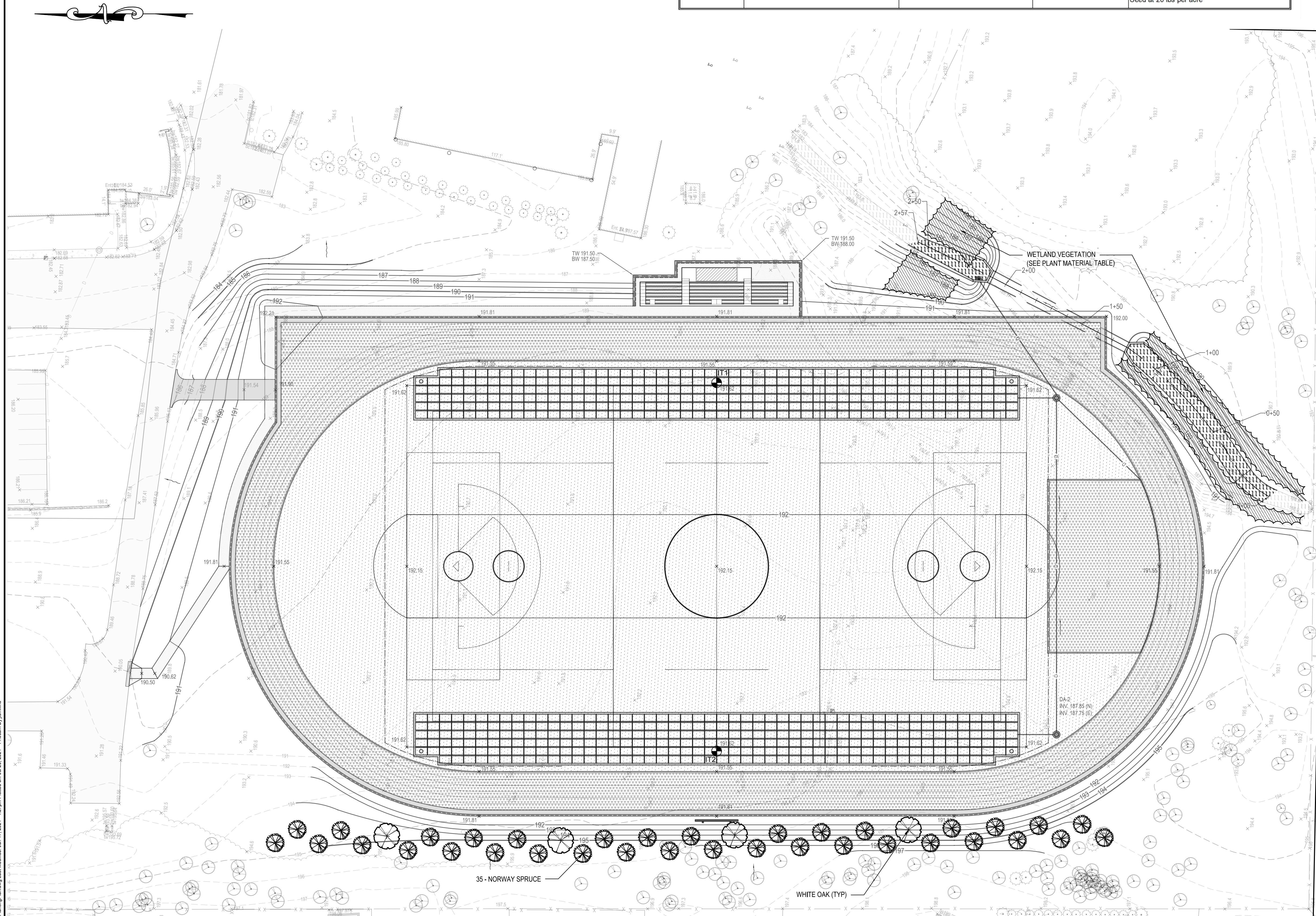
WETLAND PLANTINGS



PLANTING NOTES

1. ALL SUPPLIED AND INSTALLED PLANT MATERIAL SHALL BE NURSERY GROWN STOCK IN ACCORDANCE WITH THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1). PLANT MATERIAL SHALL BE OF THE APPROVED SPECIES AND GROWN UNDER THE SAME CLIMATIC CONDITIONS AS THE SUBJECT SITE. THEY SHALL BE OF SYMMETRICAL GROWTH, FREE OF INSECTS, PESTS, AND DISEASE. SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
2. CONFIRM THE LOCATION OF EXISTING SUBSURFACE UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES AND COORDINATE WITH THE GRADING AND DRAINAGE PLAN OR UTILITY PLAN FOR THE LOCATION OF PROPOSED SUBSURFACE UTILITY LINES AND STRUCTURES PRIOR TO ANY EXCAVATION. NOTIFY THE LANDSCAPE ARCHITECT IF ANY CONFLICTS EXIST.
3. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY AND PRIOR TO THE INSTALLATION OF ANY PLANT MATERIALS IF SUB-GRADE SOIL CONDITIONS ARE DELETERIOUS TO PLANT GROWTH OR WILL INHIBIT DRAINAGE.
4. IF ANY DISCREPANCY EXISTS BETWEEN THE PLANT COUNT SHOWN IN THE PLANT MATERIAL LIST AND THE PLANTING PLAN, THE PLAN SHALL TAKE PRECEDENCE.
5. UNLESS OTHERWISE APPROVED IN WRITING, INSTALL VEGETATION DURING THE FOLLOWING PERIODS:
 - a. DECIDUOUS WOODY PLANTS: SEPTEMBER 15 TO MAY 15 WHENEVER TEMPERATURE IS ABOVE 40 DEGREES F.
 - b. EVERGREENS: AUGUST 15 TO SEPTEMBER 15 OR DURING APRIL AND MAY BEFORE THE START OF NEW GROWTH.
 - c. SEEDING: APRIL 1 TO MAY 15 AND SEPTEMBER 1 TO OCTOBER 15.
6. PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THEY BORE TO THE EXISTING GRADE IN THE NURSERY.
7. THE TRUNK DIAMETER OF DECIDUOUS TREES SHALL BE MEASURED IN ACCORDANCE WITH THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1) FOR THE CALIPER SIZE AS SHOWN IN THE PLANT MATERIAL LIST.
8. ALL DECIDUOUS TREES SHALL BE BRANCHED NOT LOWER THAN SEVEN (7) FEET WITH AN AVERAGE HEIGHT AND SPREAD FOR THE PARTICULAR SIZE AND SPECIES SPECIFIED, IN ACCORDANCE WITH THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK".
9. INSTALL A 2"-3" LAYER OF SHREDDED BARK MULCH IN ALL TREE PLANTING AREAS AND SHRUB BEDS. DO NOT PLACE MULCH DIRECTLY AGAINST TRUNKS OF TREES. FORM AN EARTH SAUCER AROUND EACH PLANT OR SHRUB BED SO AS TO HOLD WATER AND MULCH. PROVIDE SUFFICIENT IRRIGATION FOR ALL PLANT MATERIALS TO MAINTAIN HEALTHY AND VIGOROUS CONDITION UNTIL THE PROJECT IS ACCEPTED BY THE OWNER.
10. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER PLANTING FOLLOWING ACCEPTANCE BY THE OWNER. UPON COMPLETION OF THE ONE YEAR PLANT GUARANTEE PERIOD, REPLACE ALL PLANT MATERIAL DEEMED DEAD, DYING OR DISEASED AS DETERMINED BY THE LANDSCAPE ARCHITECT. REPLACE PLANT WITH THE SAME SPECIES AND SIZE IMMEDIATELY DURING THE CURRENT GROWING SEASON OR AT THE BEGINNING OF THE NEXT GROWING SEASON.
11. UPON COMPLETION OF PLANTING OPERATION CULTIVATE AND NEATLY RAKE ALL PLANTING AREAS.
12. RESTORE ALL DISTURBED GRASS AREAS AND ALL AREAS NOT SPECIFICALLY IDENTIFIED FOR OTHER IMPROVEMENTS WITH 4 INCHES OF TOPSOIL AND SEED. PROVIDE SUFFICIENT MULCH AND IRRIGATION TO ESTABLISH AND MAINTAIN A HEALTHY STAND OF GRASS UNTIL PROJECT IS ACCEPTED BY THE OWNER.

TOTAL LAND DISTURBANCE = 4.81 ACRES



H 2 architects + M engineers

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Melville, NY 11747
631.756.8000 • www.h2m.com

THE LANDTEK GROUP, INC

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www.landtekgroup.com

MARK	DATE	DESCRIPTION



DESIGNED BY: MRM	DRAWN BY: JMT	CHECKED BY:	REVIEWED BY:
PROJECT NO: LGTR 2001	DATE: JULY 26, 2021	SCALE: AS SHOWN	

CLIENT

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ATHLETIC COMPLEX
SYNTHETIC TURF FIELD

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SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

CONTRACT
ALL CONTRACTS

STATUS
REGULATORY REVIEW

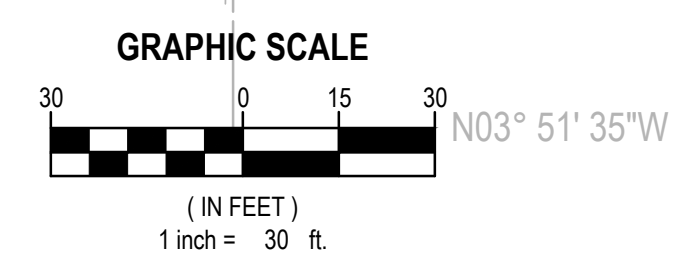
SHEET TITLE
LANDSCAPE PLAN

APPLICANT
DOMINICAN COLLEGE
470 WESTERN HIGHWAY
ORANGEBURG, NY 10962
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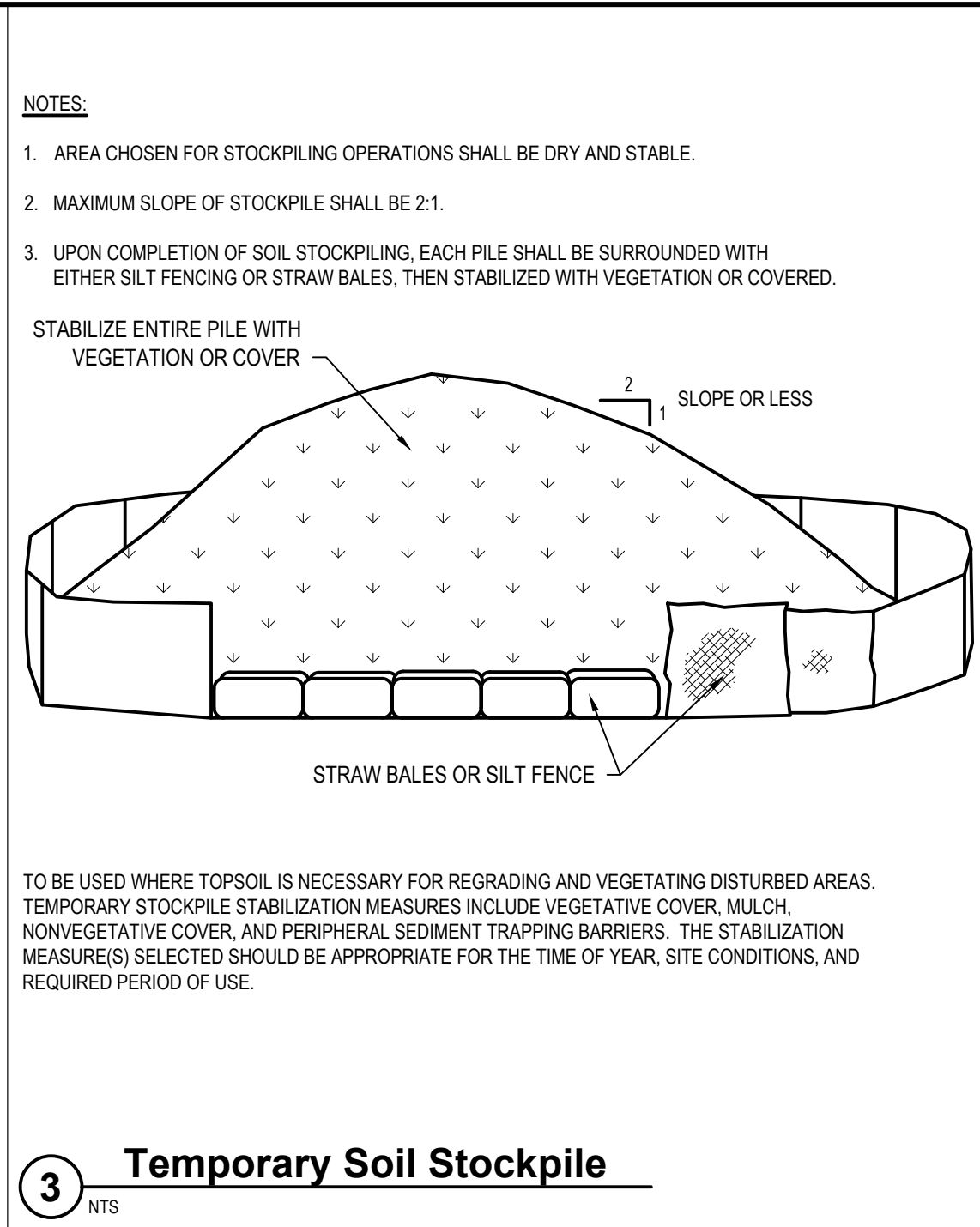
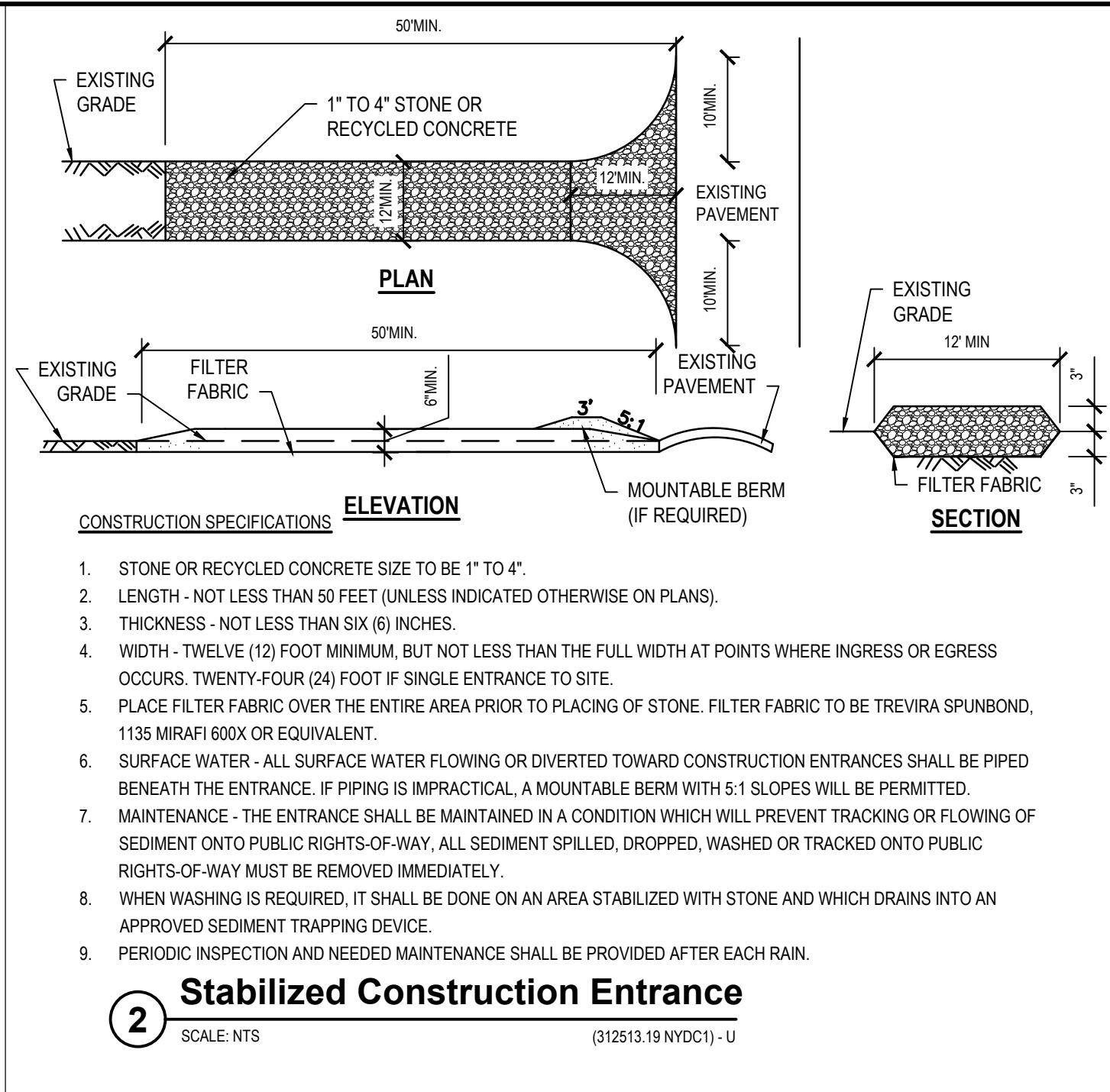
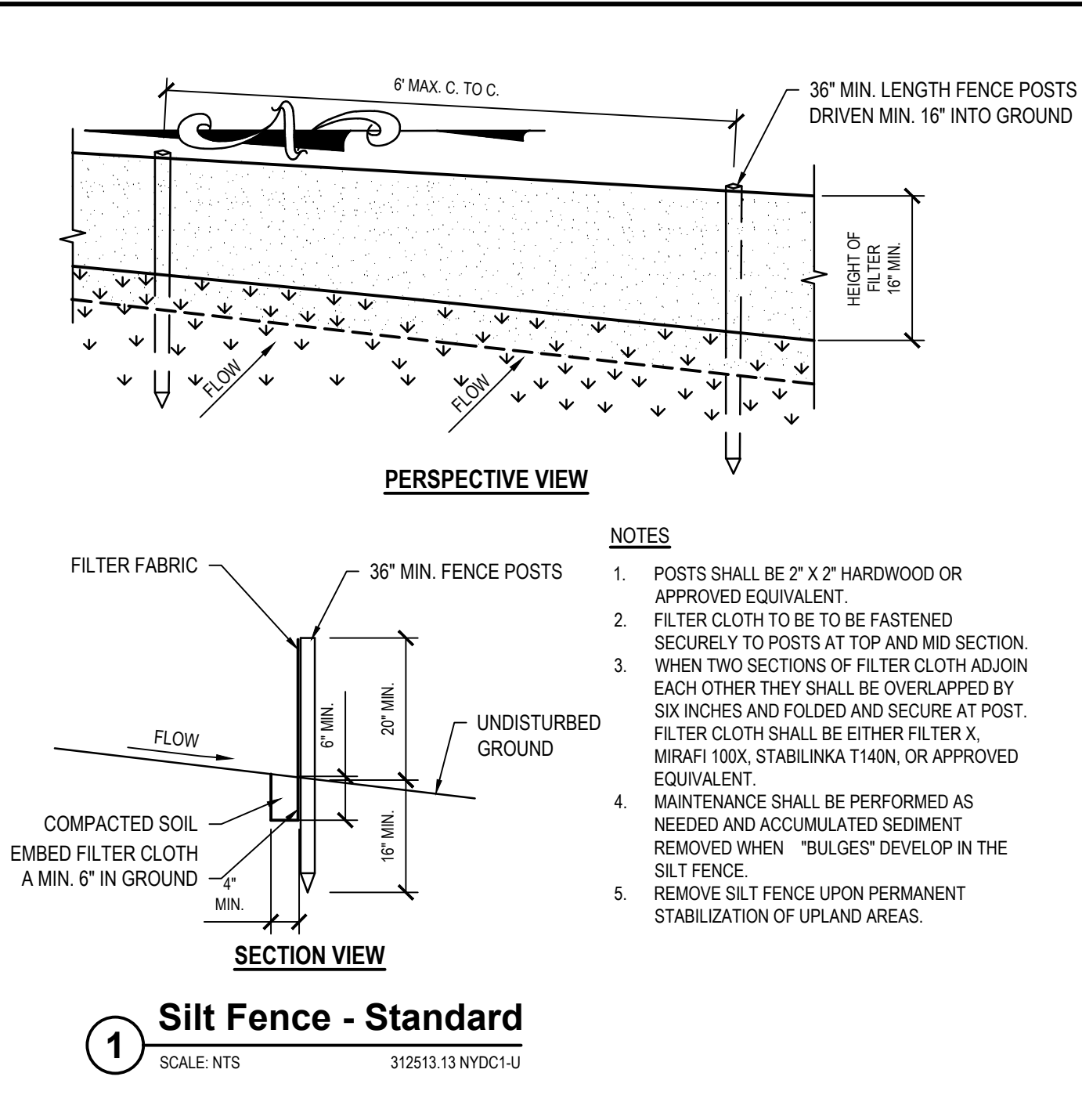
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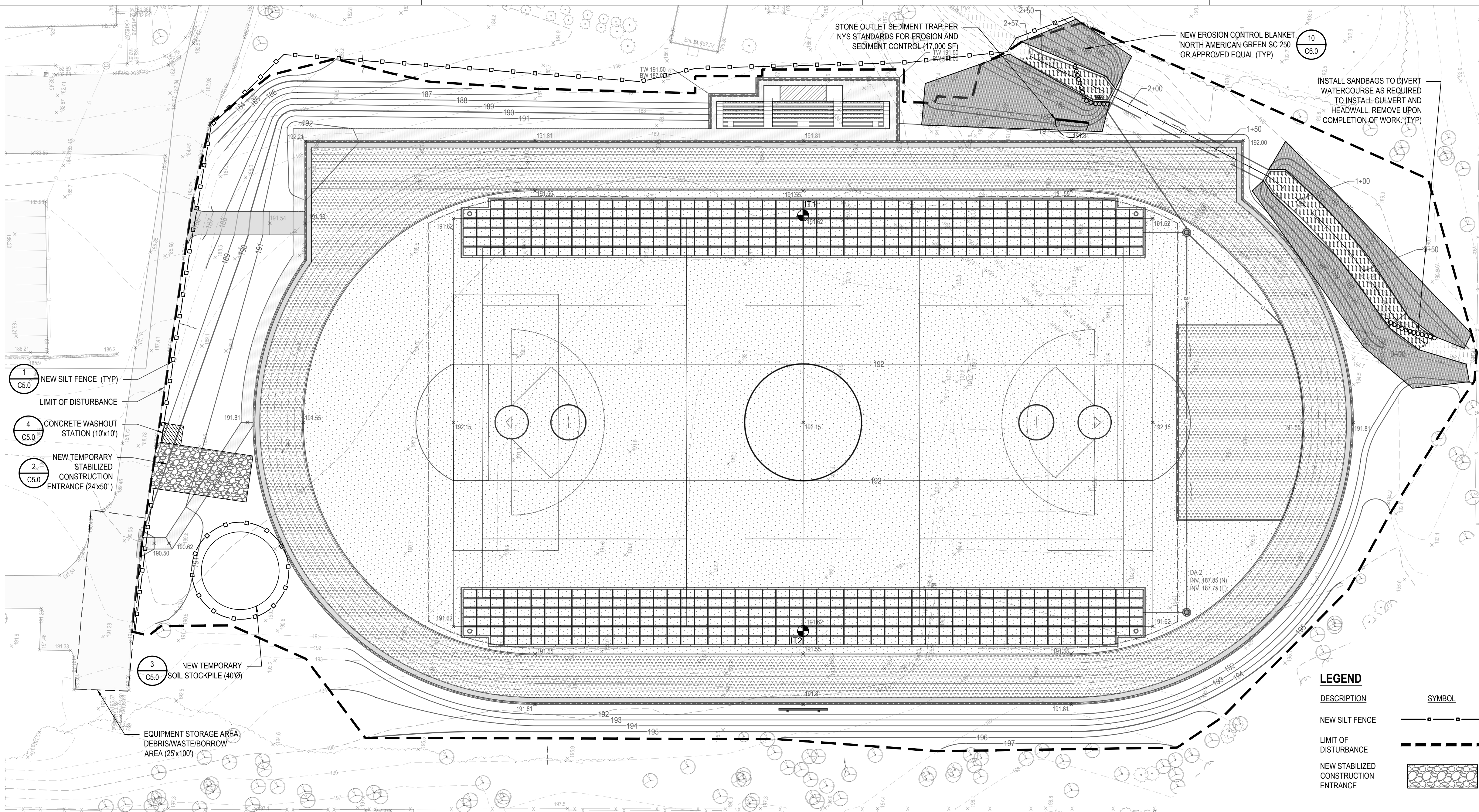
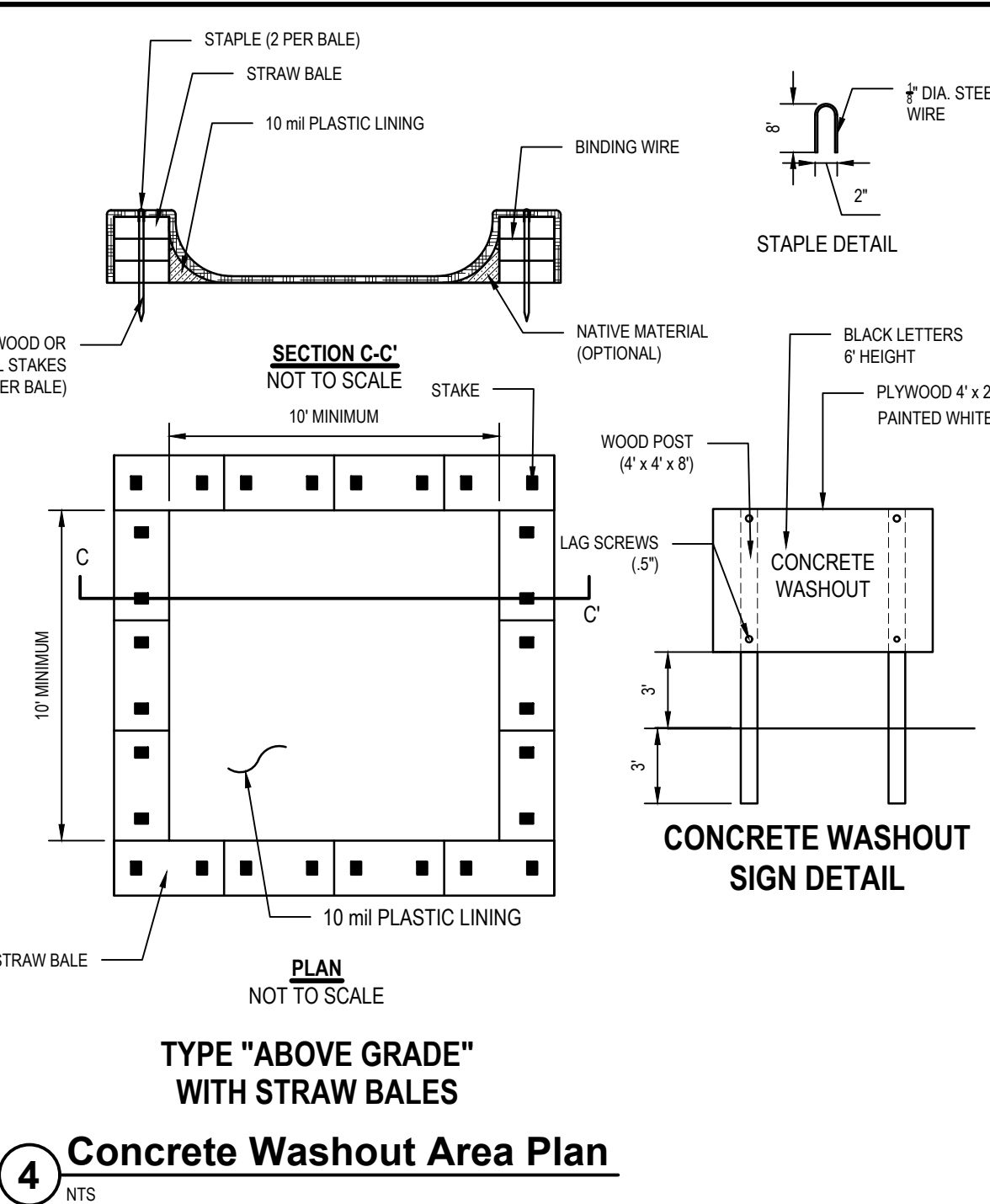


MARK	DATE	DESCRIPTION



NOTES:

- LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
- SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE SHOWN.
- PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
- SIGN SHOULD BE PLACED IN CLOSE PROXIMITY TO THE FACILITY.
- KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED. EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75% FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS, REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.
- A METAL ROLL-OFF BIN DESIGNED TO SECURELY CONTAIN CONCRETE WASHWATER AND SOLIDS MAY BE REQUIRED IN LIEU OF A HAY BALE AND PLASTIC WASHOUT PIT.



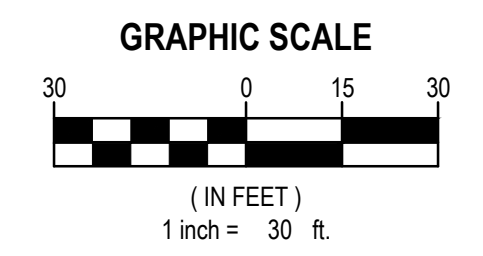
EROSION CONTROL NOTES:

- DURING THE COURSE OF CONSTRUCTION, EROSION AND SEDIMENT CONTROL MEASURES ARE NECESSARY TO PREVENT THE TRANSPORT OF SEDIMENT TO UNDISTURBED AREAS, PONDS, WATER COURSES, DRAINAGE SYSTEMS, RECHARGE BASINS, AND ROADS. THE MINIMUM EROSION CONTROL MEASURES REQUIRED ARE INDICATED ON THIS PLAN. IN ADDITION, THE FOLLOWING GENERAL CONDITIONS SHALL BE OBSERVED:
 - a. EXISTING VEGETATION SCHEDULED TO REMAIN SHALL BE PROTECTED AND REMAIN UNDISTURBED.
 - b. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS REQUIRED TO PREVENT THE INCIDENTAL DISCHARGE OF SEDIMENT FROM THE SITE.
- SPECIFIC METHODS AND MATERIALS EMPLOYED IN THE INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES MUST CONFORM TO THE LATEST EDITION OF THE "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL".
- INSTALL PROPRIETARY EROSION AND SEDIMENT CONTROL PRODUCTS IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
- ADJUST EROSION AND SEDIMENT CONTROL MEASURES TO ACCOMMODATE CONSTRUCTION PHASING TO MAINTAIN EFFECTIVENESS OF EROSION AND SEDIMENT CONTROL MEASURES.
- PROTECT EXISTING DRAINAGE INLETS WITHIN THE PROJECT LIMITS AND NEW DRAINAGE INLETS INSTALLED AS PART OF THIS PROJECT FROM SEDIMENT INTRUSION.
- PERFORM INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES ON A WEEKLY BASIS AND AFTER HEAVY OR PROLONGED STORMS. MAINTENANCE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, CLEANING AND REPAIR OF ALL EROSION AND SEDIMENT CONTROL MEASURES.
- UTILIZE APPROPRIATE MEANS TO CONTROL DUST DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO APPLYING WATER TO BARE SOIL SURFACES.
- MAINTAIN THE STABILIZED CONSTRUCTION ENTRANCE TO PREVENT SOIL AND LOOSE DEBRIS FROM BEING TRACKED ONTO LOCAL ROADS. MAINTAIN THE CONSTRUCTION ENTRANCE WEEKLY UNTIL THE SITE IS PERMANENTLY STABILIZED.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS ARE PERMANENTLY STABILIZED. AFTER PERMANENT STABILIZATION, REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND ALL ACCUMULATED SEDIMENT AND DEBRIS FROM THE SITE AND DRAINAGE STRUCTURES.
- THE MAXIMUM SOIL EXPOSURE LIMIT IS 14 DAYS.

TOTAL LAND DISTURBANCE = 4.81 ACRES

STORMWATER POLLUTION PREVENTION PLAN NOTES:

- PURSUANT TO THE REQUIREMENTS OF SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITY GP-0-15-002 ESTABLISHED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED FOR THIS PROJECT. ADHERE TO AND IMPLEMENT ALL REQUIREMENTS OF THE SWPPP AND EROSION AND SEDIMENT CONTROL PLAN.
- REVIEW THE SWPPP AND SIGN IN THE LOCATION SHOWN STATING THAT ALL WORK PERTAINING TO EROSION AND SEDIMENT CONTROL WILL BE PERFORMED WITHIN REQUIREMENTS OF THE SWPPP AND EROSION AND SEDIMENT CONTROL PLAN.
- THE OWNER SHALL PROVIDE A QUALIFIED INSPECTOR WHO WILL PERFORM WEEKLY INSPECTIONS AT THE CONSTRUCTION SITE. THE QUALIFIED INSPECTOR SHALL MEET THE REQUIREMENTS OUTLINED IN SPDES GENERAL PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITY (GP-0-15-002). IF THE INSPECTORS FIND ANY DEVIATIONS FROM THE SWPPP OR THE EROSION AND SEDIMENT CONTROL PLAN IT WILL BE NOTED. THE CONTRACTOR WILL HAVE 7 DAYS TO CORRECT ANY DEVIATIONS SO THAT IT COMPLIES WITH THE REQUIREMENTS OF THE SWPPP AND EROSION AND SEDIMENT CONTROL PLAN. IN THE EVENT THAT MORE THAN 5 ACRES OF SOIL IS DISTURBED AT ANY TIME, 2 WEEKLY INSPECTIONS WILL BE PERFORMED.



"ALTERATION OF THIS DOCUMENT BY A LICENSED PROFESSIONAL IS ILLEGAL"

DESIGNED BY:	DRAWN BY:	CHECKED BY:	REVIEWED BY:
MRM	JMT		
PROJECT NO.:	DATE:	SCALE:	
LGTR 2001	JULY 26, 2021	AS SHOWN	

CLIENT
DOMINICAN COLLEGE

**ATHLETIC COMPLEX
SYNTHETIC TURF FIELD**

DOMINICAN COLLEGE

**470 WESTERN HIGHWAY
ORANGEBURG, NEW YORK
10962**

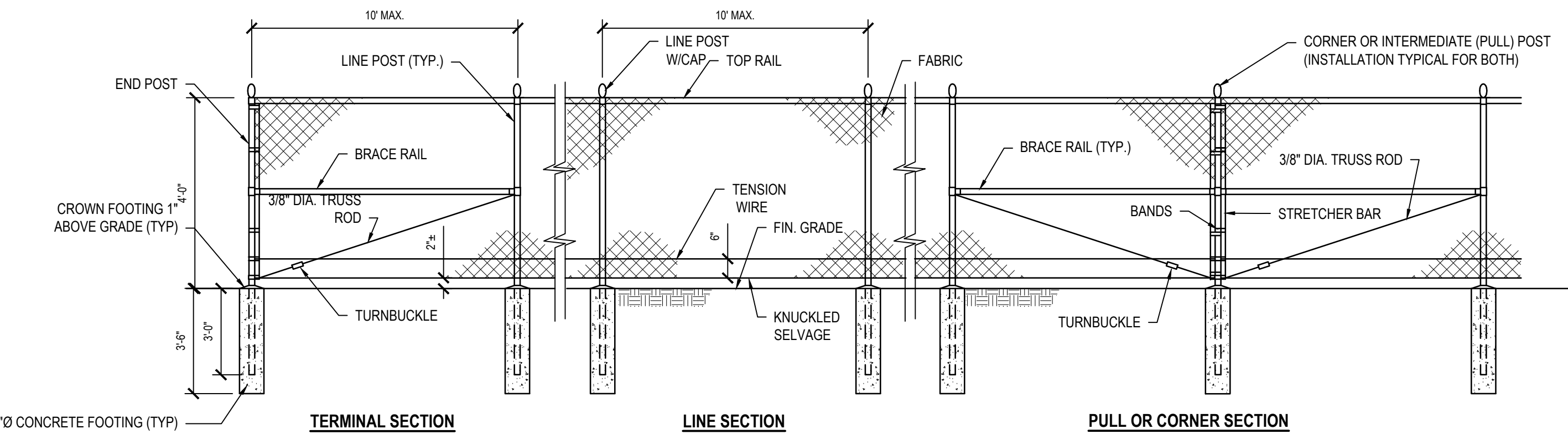
**SEC. 74.06, BLOCK 3, P/O
LOTS 1.1 & 1.3**

CONTRACT
ALL CONTRACTS

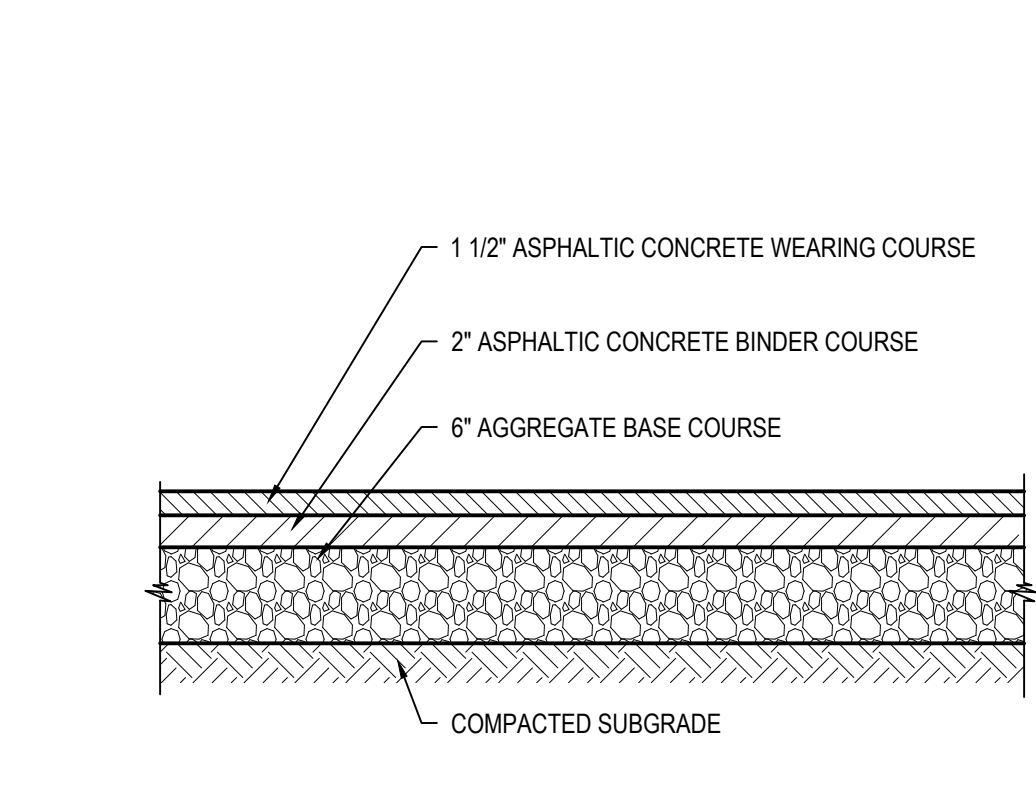
STATUS
REGULATORY REVIEW

SHEET TITLE
**EROSION AND SEDIMENT
CONTROL PLAN**

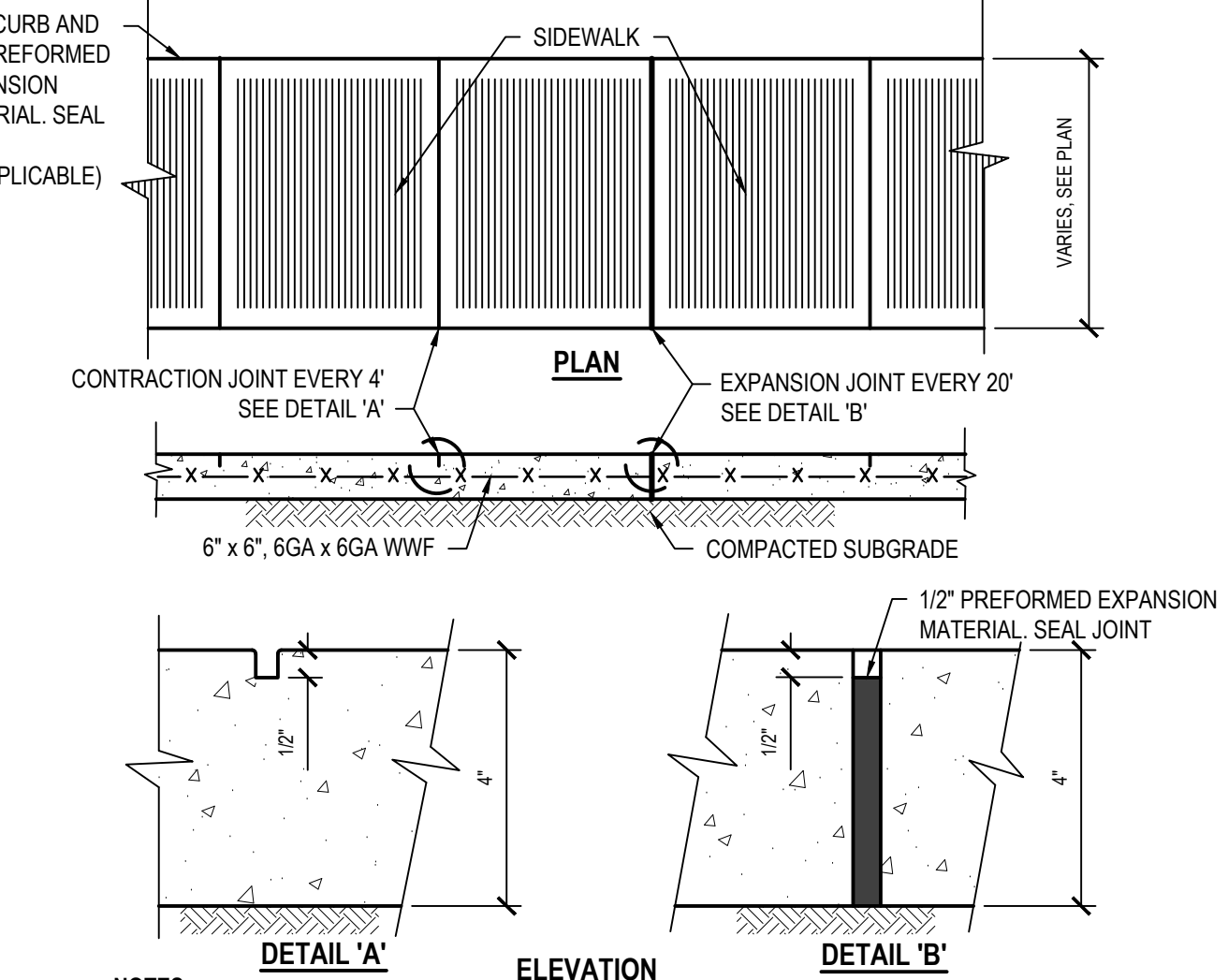
DRAWING NO.
C5.0



- NOTES:**
- FABRIC: ASTM A392, 2" MESH, 9 GAUGE STEEL CORE CHAIN LINK FENCE FABRIC, ASTM A641 GALVANIZED STEEL CORE WIRE, ZINC COATED TO 0.3 OZ/SF WITH 7-12 MIL PVC COATING IN ACCORDANCE WITH ASTM F668 CLASS 2B.
 - TOP AND BRACE RAILS: ASTM F1043 1.66" O.D. (1.84 LBS./FT.) SS40 STEEL PIPE, HOT DIPPED GALVANIZED TO 1.8 OZ/SF IN ACCORDANCE WITH ASTM A123. SUPPLEMENTAL 10-15 MIL PVC POWDER COATING IN ACCORDANCE WITH ASTM F1043.
 - LINE POSTS: ASTM F1043 1.9" O.D. (2.28 LBS./FT.) SS40 STEEL PIPE, HOT DIPPED GALVANIZED TO 1.8 OZ/SF IN ACCORDANCE WITH ASTM A123. SUPPLEMENTAL 10-15 MIL PVC POWDER COATING IN ACCORDANCE WITH ASTM F1043.
 - END, CORNER & PULL POSTS: ASTM F1043 2.375" O.D. (3.12 LBS./FT.) SS40 STEEL PIPE, HOT DIPPED GALVANIZED TO 1.8 OZ/SF IN ACCORDANCE WITH ASTM A123. SUPPLEMENTAL 10-15 MIL PVC POWDER COATING IN ACCORDANCE WITH ASTM F1043.
 - FITTINGS AND ACCESSORIES: ASTM F626 MALLEABLE OR PRESSED STEEL, HOT DIPPED GALVANIZED TO 1.2 OZ/SF. SUPPLEMENTAL 10-15 MIL PVC POWDER COATING IN ACCORDANCE WITH ASTM F1043.
 - BOTTOM TENSION WIRE: ASTM A824 NO. 7 GAUGE STEEL-MARCELLED WIRE, ZINC COATED TO 0.4 OZ/SF WITH 7-12 MIL PVC POWDER COATING IN ACCORDANCE WITH ASTM F1664.
 - VINYL COATING COLOR: TO BE SELECTED BY OWNER.
 - CONCRETE TO ACHIEVED 4000 PSI STRENGTH AT 28 DAYS.



- NOTE:**
- COMPACT SUBGRADE TO 92% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D1557.

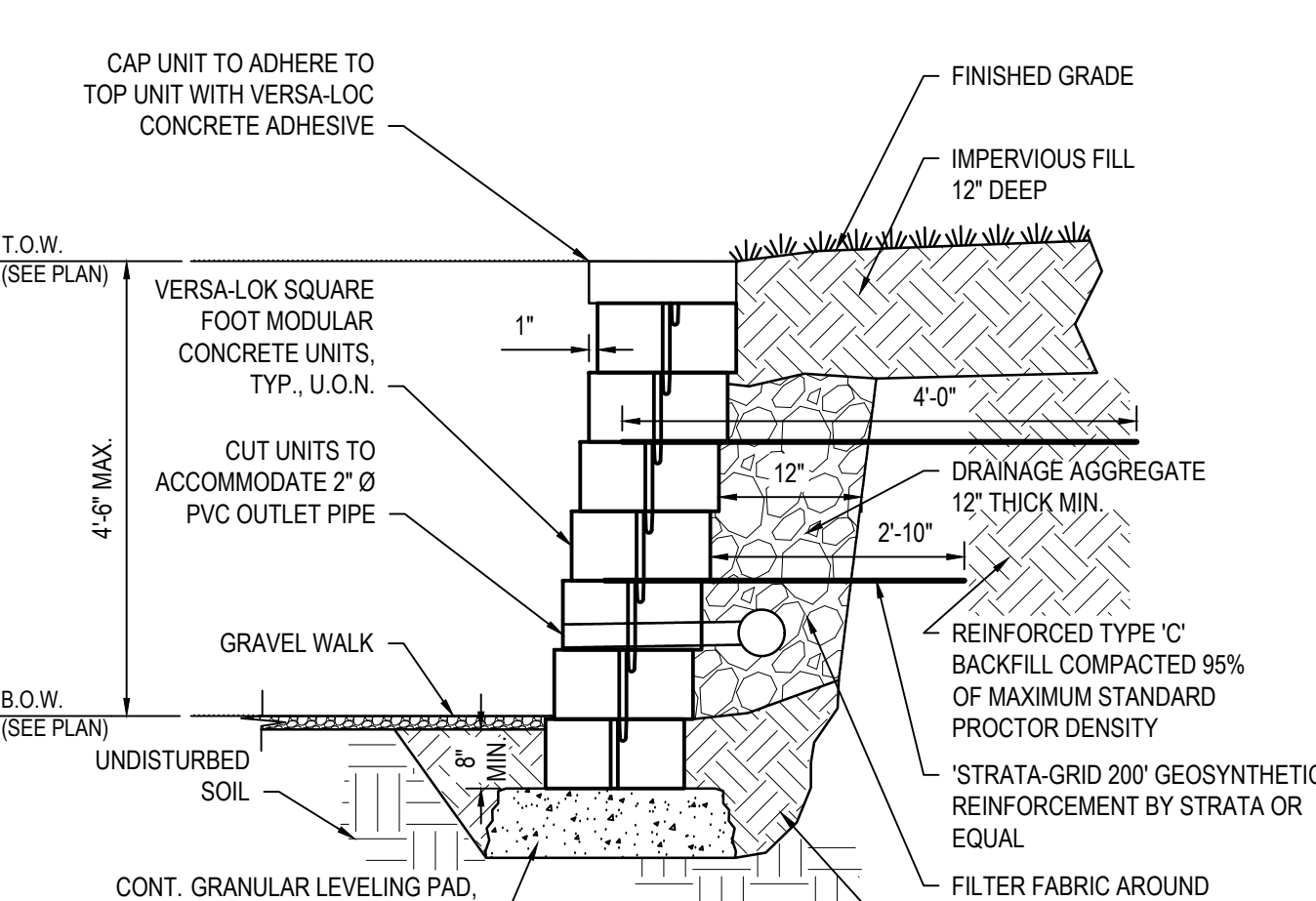


- NOTES:**
- CONCRETE TO ACHIEVE 4000 PSI STRENGTH AT 28 DAYS.
 - COMPACT SUBGRADE TO 92% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D1557.
 - APPLY BROOM FINISH PERPENDICULAR TO DIRECTION OF TRAVEL.

1 Chain Link Fence - Vinyl Coated - 4' Height
SCALE: NTS (323113.15 H2MX1)

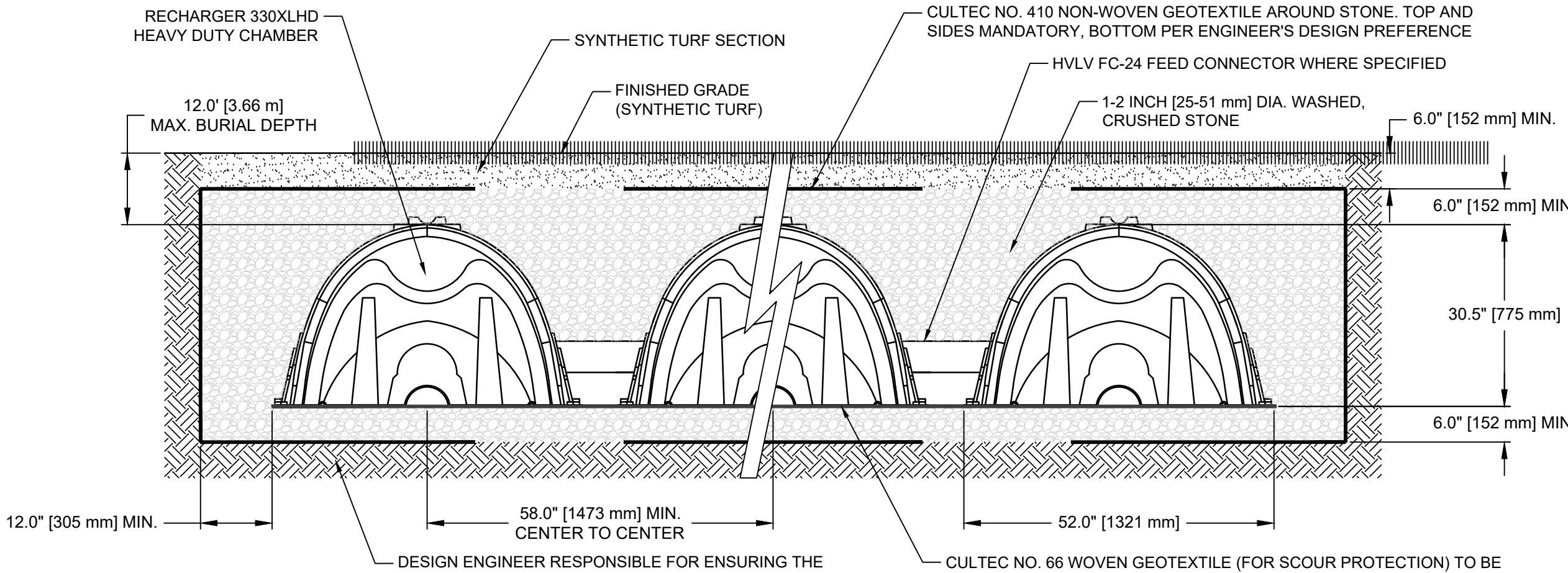
2 Asphalt Pavement - Standard Duty
SCALE: NTS (321216.13 H2MX1) - U

3 Concrete Sidewalk
SCALE: NTS (321313.33 H2MX1) - U



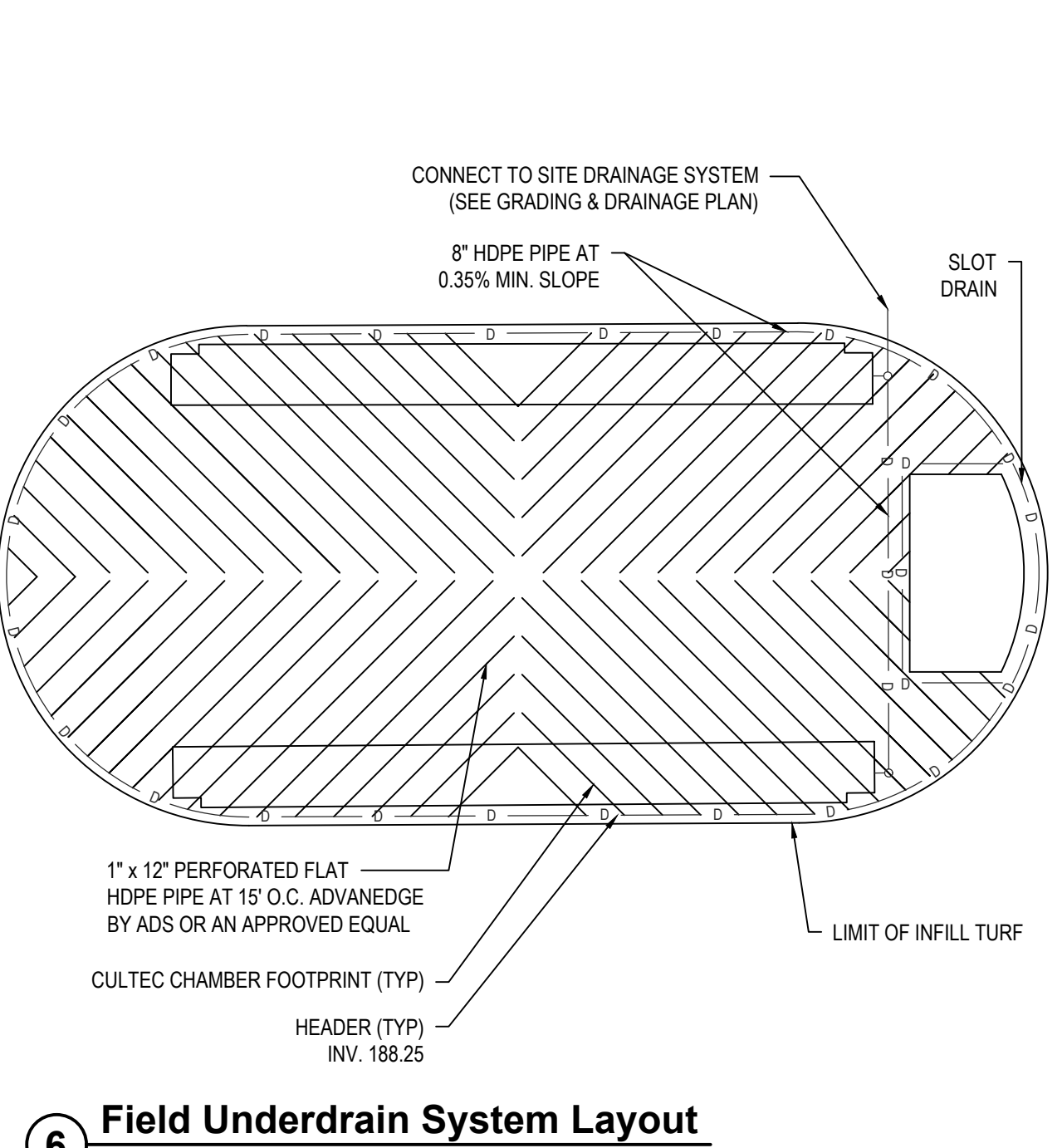
- NOTES:**
- WALLS LESS THAN 2' 0" IN HEIGHT DO NOT REQUIRED GEOSYNTHETIC REINFORCEMENT.
 - DESIGN SHOWN IS BASED ON VERSA-LOC SQUARE FOOT MODULAR UNITS. IF SUBSTITUTION IS DESIRED, CONTRACTOR SHALL SUBMIT PRODUCT DATA WITH CALCULATIONS SIGNED AND SEALED BY A REGISTERED ENGINEER IN THE STATE OF NEW YORK.

4 Retaining Wall Section
NTS

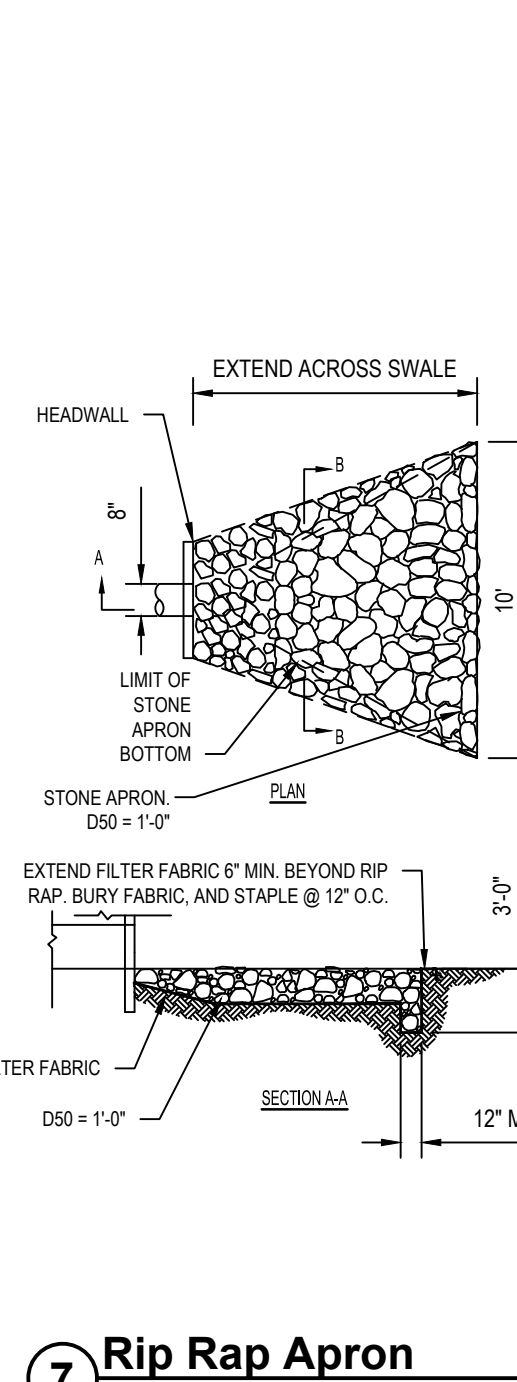


- NOTES:**
- LINEAR LEACHING CHAMBERS SHALL BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS. UTILIZE CULTEC PRODUCTS, OR APPROVED EQUAL.
 - LINEAR LEACHING CHAMBER EXCAVATION SHALL EXTEND DOWN TO VIRGIN STRATA OF CLEAN SAND, OR SAND AND GRAVEL. ALL UNSUITABLE SOIL ENCOUNTERED BELOW THE BOTTOM ELEVATION OF THE PROPOSED CHAMBERS SHALL BE REMOVED AND REPLACED WITH 3/4\"/>
 - FILTER FABRIC TO BE INSTALLED BETWEEN SAND AND GRAVEL LAYER AND ALONG SIDES OF TRENCH
 - INVERT ELEVATION = 188.00

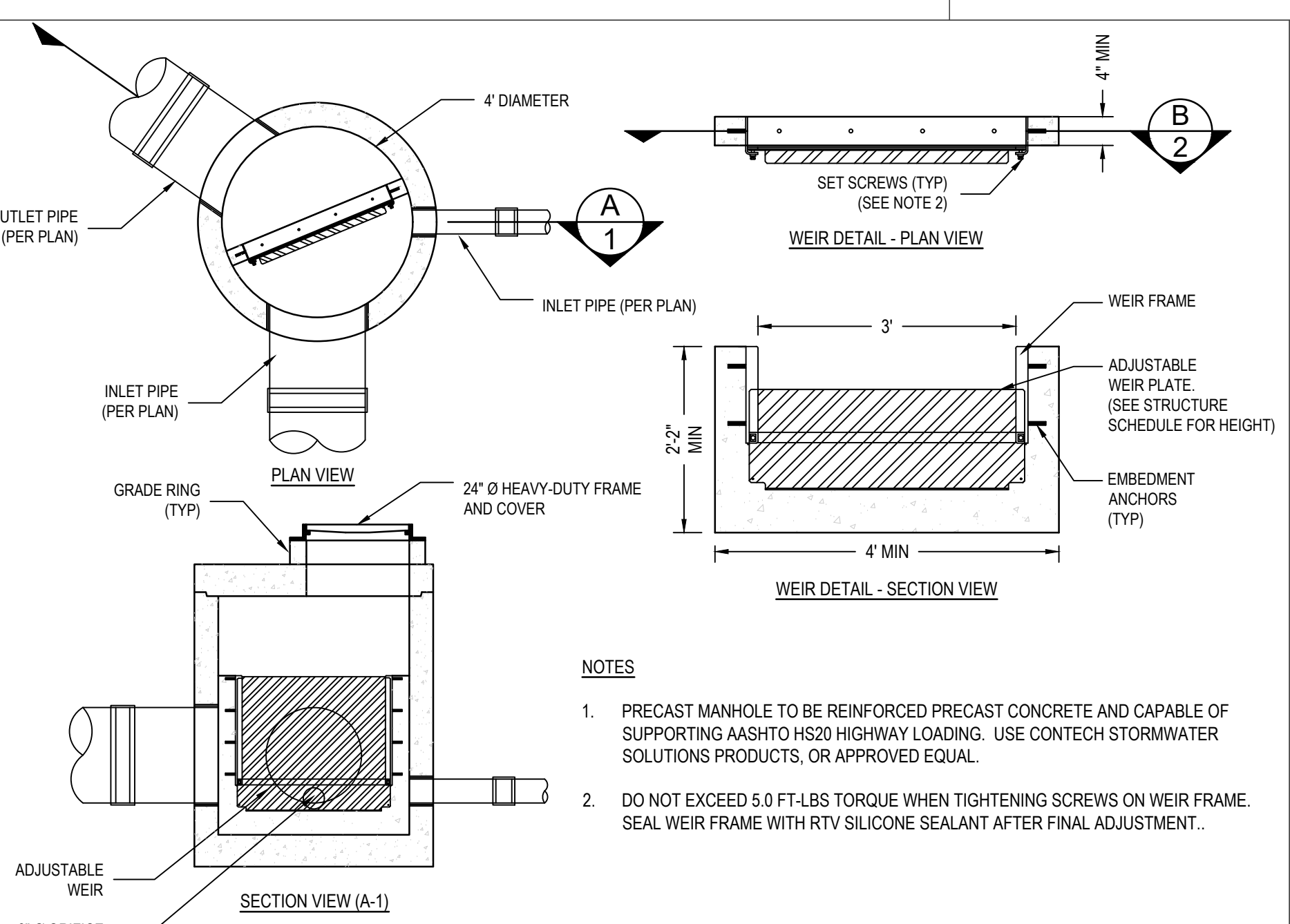
5 Linear Leaching Chamber
NTS



6 Field Underdrain System Layout
NTS (34699.00 H2MX1)

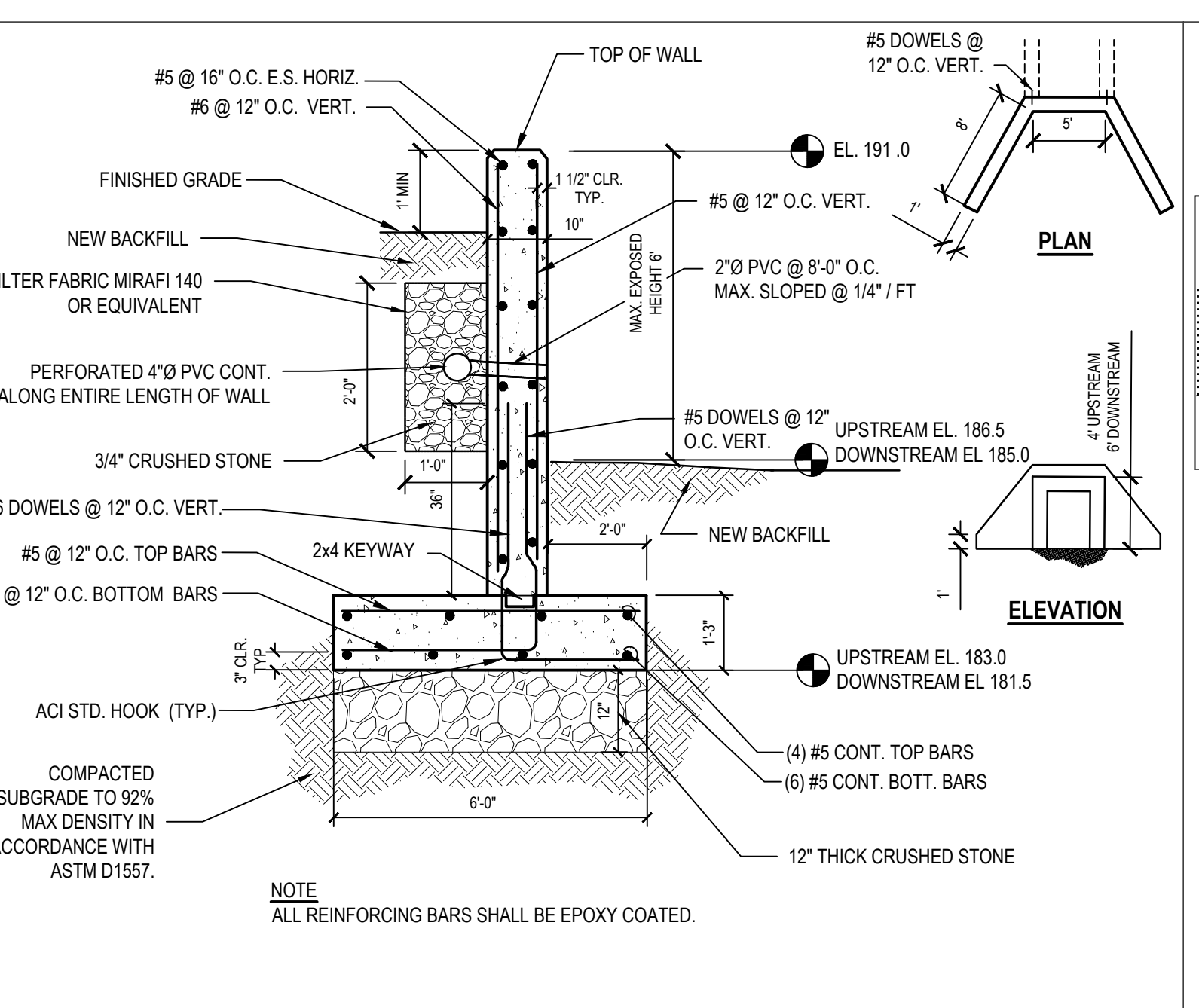


7 Rip Rap Apron
NTS



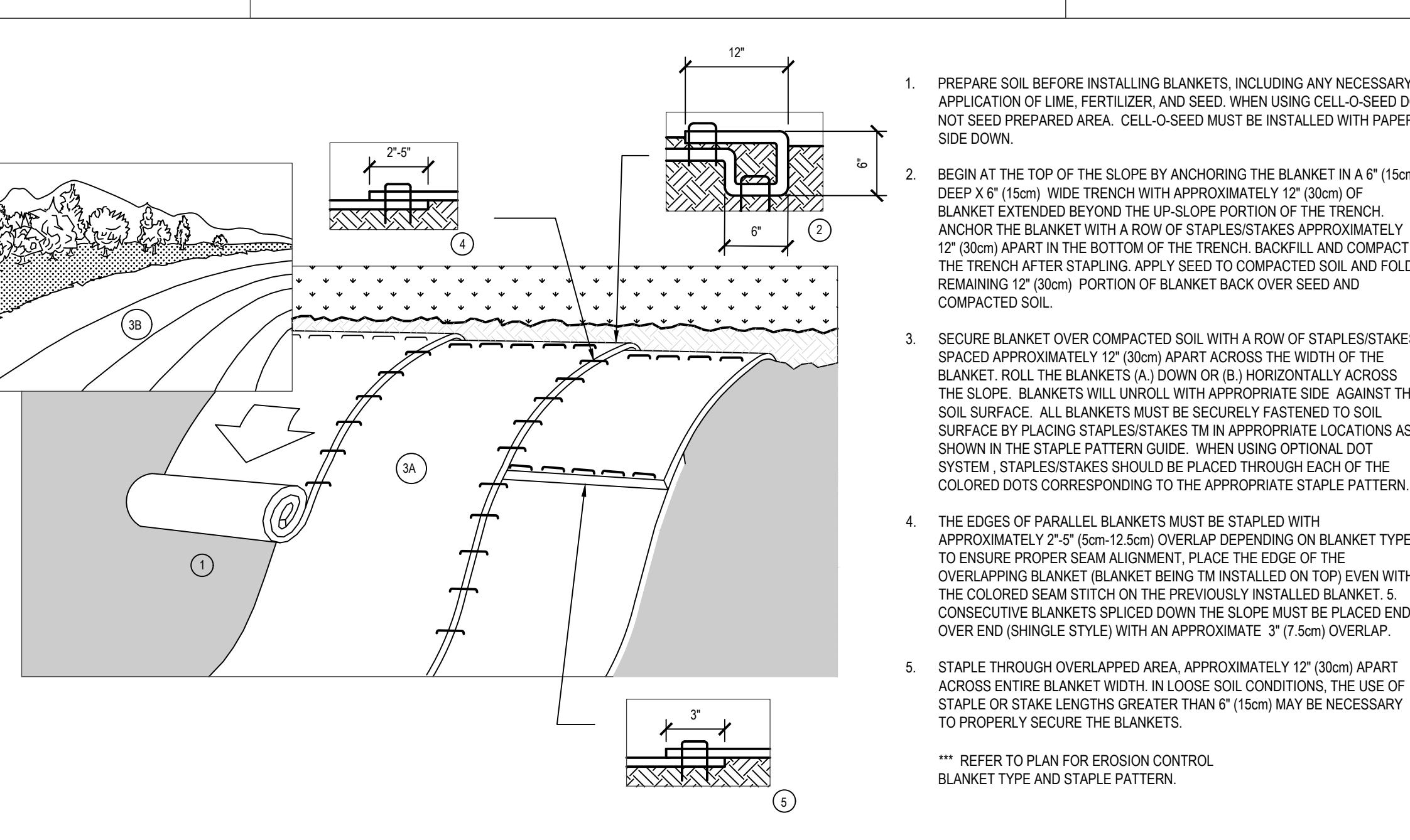
- NOTES:**
- PRECAST MANHOLE TO BE REINFORCED PRECAST CONCRETE AND CAPABLE OF SUPPORTING ASHTO HS20 HIGHWAY LOADING. USE CONTECH STORMWATER SOLUTIONS PRODUCTS, OR APPROVED EQUAL.
 - DO NOT EXCEED 5.0 FT-LBS TORQUE WHEN TIGHTENING SCREWS ON WEIR FRAME. SEAL WEIR FRAME WITH RTV SILICONE SEALANT AFTER FINAL ADJUSTMENT..

8 Drainage Manhole with Internal Weir
NTS



- NOTE:**
- ALL REINFORCING BARS SHALL BE EPOXY COATED.

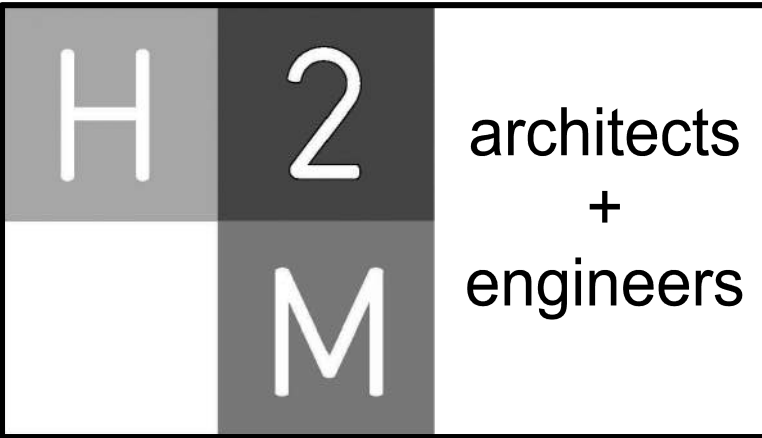
9 Concrete Headwall Section
NTS



- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
 - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6\"/>
 - SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12\"/>
 - THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2\"/>
 - STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12\"/>
- *** REFER TO PLAN FOR EROSION CONTROL BLANKET TYPE AND STAPLE PATTERN.

10 Erosion Control Blankets
NTS

APPLICANT
DOMINICAN COLLEGE
470 WESTERN HIGHWAY
ORANGETOWN, NY 10962
(845) 848-7814



538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
631.756.8000 • www.h2m.com



235 County Line Rd
Amityville, NY 11701
631-691-2381
631-598-9280
www.landtekgroup.com

MARK	DATE	DESCRIPTION



DESIGNED BY: MRM	DRAWN BY: JMT	CHECKED BY:	REVIEWED BY:
PROJECT NO: LGTR 2001	DATE: JULY 26, 2021	SCALE:	AS SHOWN

DOMINICAN COLLEGE

ATHLETIC COMPLEX
SYNTHETIC TURF FIELD

DOMINICAN COLLEGE

470 WESTERN HIGHWAY
ORANGETOWN, NEW YORK
10962
SEC. 74.06, BLOCK 3, P/O
LOTS 1.1 & 1.3

CONTRACT		ALL CONTRACTS
STATUS		REGULATORY REVIEW
SHEET TITLE		SITE DETAILS
DRAWING No.		C6.0

Federal Tax ID # 13-6007311

INTERMUNICIPAL AGREEMENT

TOWN OF ORANGETOWN

Reimbursement of Law Enforcement Overtime
For Counterterrorism Training

THIS AGREEMENT made the _____ day of _____, 2021, by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at Town Hall, 26 Dutchhill Road, Orangeburg, NY 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a disbursement of grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement, and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in in **Resolution No. 425 of 2021** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services rendered and performed by the **MUNICIPALITY** under this agreement shall commence **September 1, 2018** and terminate **August 31, 2019**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY-TWO THOUSAND ONE HUNDRED NINETY-SEVEN AND 00/100 (\$32,197.00) DOLLARS**. **MUNICIPALITY** agrees that the aforesaid **THIRTY-TWO THOUSAND ONE HUNDRED NINETY-SEVEN AND 00/100 (\$32,197.00) DOLLARS** shall be solely and exclusively used for the purpose of reimbursement of law enforcement overtime related to Counterterrorism training.
- 4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers,

employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget. The **COUNTY** agrees that it shall not direct the police officers assigned to the Rockland County Narcotics Task Force to work any overtime hours in excess of the amount budgeted by the **MUNICIPALITY** without the prior consent of the **MUNICIPALITY**.

6. NO ASSIGNMENT: The **MUNICIPALITY** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

7. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

8. LABOR LAW AND EXECUTIVE LAW: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

9. LOCAL LAWS AND RESOLUTIONS: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

10. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The **MUNICIPALITY** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**. In the event of early termination, the **COUNTY** agrees to pay the **MUNICIPALITY** for work performed up to the date of termination, subject to the not to exceed amount set forth in Paragraph 3 of this agreement.

12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

14. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

15. RECORD KEEPING AND AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to Contractor unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

This space intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE SHERIFF

By: _____
LOUIS FALCO III
Sheriff

Dated: _____

TOWN OF ORANGETOWN

By: _____
D. BUTTERWORTH
Chief, Orangetown Police Dept.

Dated: _____

DEPARTMENT OF LAW

Approved for signature of
County Executive

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

2021-02676

Date	Officer	Regular Pay Rate	OT Pay Rate	OT Hours	Total	Reason
09/11/18	PO Megdanis	\$45.32	\$67.98	8	\$543.84	REACT
09/11/18	PO Brockway	\$63.45	\$95.18	8	\$761.40	Backfill 4x12 (Baisley)
09/12/18	PO Megdanis	\$45.32	\$67.98	8	\$543.84	REACT
09/12/18	PO Spoelstra	\$67.26	\$100.89	8	\$807.12	Backfill 8x4 (Heim)
09/12/18	PO M. Ryan	\$69.25	\$103.88	8	\$831.00	Backfill 4x12 (Baisley)
09/12/18	PO Wanamaker	\$68.79	\$103.19	8	\$825.48	Backfill 4x12 (Hollhan)
09/22/18	PO Baisley	\$63.36	\$95.04	4	\$380.16	REACT
09/22/18	PO Vergine	\$63.17	\$94.76	7	\$663.29	REACT
09/22/18	PO M. Sullivan	\$63.26	\$94.89	7	\$664.23	REACT
10/01/18	PO Megdanis	\$45.32	\$67.98	1.75	\$118.97	SWAT Operator Course
10/02/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/03/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/04/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/05/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/08/18	PO Megdanis	\$45.32	\$67.98	2.25	\$152.96	SWAT Operator Course
10/08/18	PO O'Connor	\$67.16	\$100.74	8	\$805.92	Backfill 8x4 (Megdanis)
10/09/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/10/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/11/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/12/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/15/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/16/18	PO Megdanis	\$45.32	\$67.98	1.75	\$118.97	SWAT Operator Course
10/17/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/18/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/18/18	PO M. Ryan	\$69.25	\$103.88	8	\$831.00	Backfill 8x4 (Baisley)
10/18/18	PO R. Hollhan	\$63.36	\$95.04	8	\$760.32	CNT
10/19/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/22/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/23/18	PO Vergine	\$63.17	\$94.76	4	\$379.02	REACT
10/23/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/24/18	PO Megdanis	\$45.32	\$67.98	3.5	\$237.93	SWAT Operator Course
10/25/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
11/06/18	PO Heim	\$62.54	\$93.81	8	\$750.48	CNT

11/06/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
11/13/18	PO Capezuto	\$37.94	\$56.94	8	\$455.28	Backfill 4x12 (Megdanis)
11/13/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
11/14/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
12/10/18	PO M. Sullivan	\$63.26	\$94.89	4	\$379.56	REACT
12/11/18	PO Megdanis	\$61.58	\$92.37	8	\$738.96	REACT
12/12/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
12/28/18	Sgt Acheson	\$72.69	\$109.04	8	\$872.28	Backfill 4x12 (Hutmacher)
01/08/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
01/08/19	PO T. Drain	\$65.52	\$98.28	8	\$786.24	Backfill 4x12 (Baisley)
01/09/19	PO Fisher	\$41.22	\$61.83	8	\$494.64	Backfill 8x4 (Heim)
01/09/19	PO Capezuto	\$38.89	\$58.34	8	\$466.68	Backfill 4x12 (Baisley)
02/12/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
02/13/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
02/13/19	PO R. Hollihan	\$64.99	\$97.49	8	\$779.88	CNT
02/13/19	PO Spoelstra	\$69.00	\$103.50	8	\$828.00	Backfill 4x12 (Heim)
02/28/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT Sniper
03/12/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
03/13/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
03/13/19	PO Heim	\$64.18	\$96.27	8	\$770.16	CNT
03/13/19	PO Ayers	\$68.89	\$103.34	8	\$826.68	Backfill 4x12 (Hollihan)
03/14/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
03/18/19	PO M. Sullivan	\$64.90	\$97.35	4	\$389.40	REACT
04/01/19	PO M. Sullivan	\$64.90	\$97.35	4	\$389.40	REACT
04/16/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
04/16/19	PO Ambrose	\$41.22	\$61.83	8	\$494.64	Backfill 8x4 (Baisley)
04/17/19	PO Warren	\$64.18	\$96.27	8	\$770.16	REACT
05/07/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
05/07/19	PO Silva	\$65.52	\$98.28	8	\$786.24	Backfill 4x12 (Baisley)
05/08/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
05/08/19	PO Wanamaker	\$70.52	\$105.78	8	\$846.24	Backfill (Baisley)
05/23/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
06/21/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
06/25/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT

06/25/19	PO Warren	\$64.18	\$96.27	8	\$770.16	REACT
06/26/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
06/26/19	PO Heim	\$64.18	\$96.27	8	\$770.16	CNT
06/26/19	PO Ayers	\$68.89	\$103.34	8	\$826.68	Backfill 4x12 (Holihan)
07/02/19	PO M. Sullivan	\$64.90	\$97.35	8	\$778.80	REACT
07/02/19	PO Warren	\$64.18	\$96.27	8	\$770.16	REACT
07/03/19	PO Casey	\$64.08	\$96.12	8	\$768.96	Backfill 4x12 (Warren)
07/03/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
07/10/19	Lt Mellin	\$87.23	\$130.85	4	\$523.38	REACT
08/07/19	Lt Mellin	\$87.23	\$130.85	4	\$523.38	REACT
08/08/19	PO M. Sullivan	\$64.90	\$97.35	8	\$778.80	REACT
08/20/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
08/20/19	PO O'Connor	\$68.89	\$103.34	8	\$826.68	Backfill 4x12 (Warren)
08/21/19	PO O'Connor	\$68.89	\$103.34	4	\$413.34	REACT
08/21/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
08/21/19	PO R. Holihan	\$64.99	\$97.49	8	\$779.88	CNT
08/21/19	PO Brockway	\$65.09	\$97.64	8	\$781.08	Backfill 8x4 (Heim)
08/21/19	PO Wanamaker	\$70.52	\$105.78	8	\$846.24	Backfill 4x12 (Warren)

TOTAL \$50,946.69

Introduced by:

Referral No. 9361
September 9, 2021

- Hon. Harriet D. Cornell, Sponsor
- Hon. Aney Paul, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. James J. Foley, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Michael M. Grant, Sponsor
- Hon. Jay Hood, Jr., Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Lon M. Hofstein, Sponsor

RESOLUTION NO. 425 OF 2021
AUTHORIZING INTERMUNICIPAL COOPERATION AGREEMENTS
BETWEEN THE COUNTY OF ROCKLAND AND THE TOWN OF CLARKSTOWN (\$43,325),
TOWN OF ORANGETOWN (\$32,197), TOWN OF STONY POINT (\$1,381), VILLAGE OF SPRING
VALLEY (\$12,369), TOWN OF HAVERSTRAW (\$41,326), VILLAGE OF SOUTH NYACK (\$6,292),
FOR PARTIAL REIMBURSEMENT OF OVERTIME COSTS INCURRED
FROM THE PERIOD FROM SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019
IN COUNTER TERRORISM TRAINING PURSUANT TO THE 2018 SHSP/LETPP
HOMELAND SECURITY GRANT PROGRAMS AND AUTHORIZING THE EXECUTION
OF THESE AGREEMENTS BY THE COUNTY EXECUTIVE
[SHERIFF'S DEPARTMENT]
(\$136,890)

GRANT/CORNELL: UNAN.

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, Both the County and the Village are "municipal corporation[s]" as defined in New York General Municipal Law section 119-n(a); and

WHEREAS, The Sheriff of Rockland County is recommending that the County enter into separate intermunicipal agreements with the following municipalities in the amounts shown:

Town of Clarkstown	\$ 43,325.00
Town of Orangetown	\$ 32,197.00
Town of Stony Point	\$ 1,381.00
Village of Spring Valley	\$ 12,369.00
Town of Haverstraw	\$ 41,326.00
Village of South Nyack	\$ <u>6,292.00</u>
Total	\$ 136,890.00

for partial reimbursement of overtime incurred from the period from September 1, 2018 through August 31, 2019 with said LETPP and SHSP grants; and

WHEREAS, By Resolution 466 of 2018, the Legislature of Rockland County approved the acceptance of a State Homeland Security Program (SHSP) grant (No. WM18972980) in the amount of \$558,588 from the New York State Office of Homeland Security and Emergency Services for the period September 1, 2018 through August 31, 2021; and

WHEREAS, By Resolution 467 of 2018, the Legislature of Rockland County approved the acceptance of a \$186,196 Office of Homeland Security and Emergency Services Grant through the New York State Law Enforcement Terrorism Prevention Program (LETPP) to the Rockland County Sheriff's Department in order to reimburse for various counter-terrorism personnel and training expenses and to reimburse for cost related to information technology equipment needed by the Rockland County Police Information Network (RCPIN) for the period September 1, 2018 through August 31, 2021; and

WHEREAS, Sufficient funding for these agreements is currently appropriated within the 2021 budget of the Office of the Sheriff (GS74-E4920 & GS75-E4920); and

WHEREAS, The Public Safety and Budget & Finance Committees of the Legislature have met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves intermunicipal cooperation agreements between the County of Rockland and the municipalities in the amounts shown below:

Town of Clarkstown	\$ 43,325.00
Town of Orangetown	\$ 32,197.00
Town of Stony Point	\$ 1,381.00
Village of Spring Valley	\$ 12,369.00
Town of Haverstraw	\$ 41,326.00
Village of South Nyack	\$ <u>6,292.00</u>
Total	\$ 136,890.00

for partial reimbursement of overtime incurred from the period from September 1, 2018 through August 31, 2019 with said LETPP and SHSP grants; and be it further

RESOLVED, That sufficient funding for these agreements is currently appropriated within the 2021 budget of the Office of the Sheriff (GS74-E4920 & GS75-E4920).

JG:ds
2021-02671
8-10-21
r. 8-18-21 ds
9-1-21 ds
9/2/2021, 9/10/2021/dmg

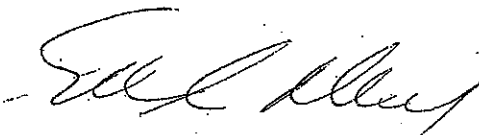
STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

I, the undersigned, Clerk to the Legislature of the County of Rockland DO HEREBY CERTIFY that the attached is an original resolution of such Legislature, duly adopted on the 9th day of September 2021 by a majority of the members elected to the Legislature while such Legislature was in regular session with a duly constituted quorum of members present and voting.

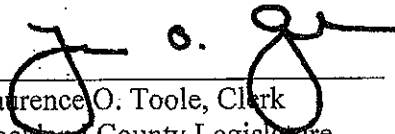
I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of seventeen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 10th day of September 2021.

Date sent to the County Executive:
September 10, 2021



Edwin J. Day, County Executive
County of Rockland



Laurence O. Toole, Clerk
Rockland County Legislature

9/16/21

Date

RESOLUTION NO. 425 OF 2021

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

PERMIT # 21-SP-036



EVENT NAME: TRAUBENFE ST

APPLICANT NAME: Jan Weirich

ADDRESS: 148 W IVY LANE, ENGLEWOOD, NJ 07631

PHONE #: 201 568 7030 CELL # 201 214 5967 FAX # —

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on Oct 3 2021 from 11 to 7 RAIN DATE: _____

Location of event: 89 Western Hwy, Tappan, NY 10983

Sponsored by: Noble Ninth INC Telephone #: 516 236 3847

Address: 149-39 11th Ave, Whitestone, NY 11357

Estimated # of persons participating in event: 2000 vehicles 800

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

Jan Weirich - Noble Ninth INC (Resident) 149-39 11th Ave

wants come NY 10357

Signature of Applicant: [Signature] Date: 8/31/21

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/1/21

Certificate of Insurance - Received On: 9/1/21

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 #: 50982 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: _____

APPROVED: [Signature] 9.7.21 29.7.21 DATE: _____

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: [Signature] DATE: _____

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Police/auxiliary Items: _____

APPROVED: [Signature] #205 DATE: 09/15/2021

Chief of Police

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

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

RECEIVED

SEP 01 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

SEP 16 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2021

21-SP-036

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 Wilkinson & Krause Agency Inc 75B Montauk Hwy Blue Point, NY 11715	CONTACT NAME: Katie Merschoff PHONE (A/C, No, Ext): 631-567-1111 E-MAIL ADDRESS: Katie@5starcoverage.com	FAX (A/C, No): 631-218-3411
	INSURER(S) AFFORDING COVERAGE	
INSURED The Noble Ninth Inc 149-39 11th Avenue Whitestone, NY 11357	INSURER A: U.S. Underwriters Insurance Company	
	INSURER B: United States Liability Insurance Co	
	INSURER C: U.S. Underwriters Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

RECEIVED
SEP 01 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES **CERTIFICATE NUMBER:** 10002707-700951 **REVISION NUMBER:** 3


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		NPP3552521C	10/05/2020	10/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XL1581858C	10/05/2020	10/05/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			NPP3552521C	10/05/2020	10/05/2021	1,000,000/2,000,000

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, ATIMA.

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  (KLM)
---	--

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21-SP-036

SEP 01 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



THE NOBLE NINTH, INC.
149-3911th Ave
Whitestone, N.Y. 11357-1720
(516) 236-3847
EIN: 13-3953359



09/01/2021

Supervisor, Town of Orangetown Highway Department
RT 303
Orangeburg, NY 10962

Trustees

Jan Weinrich President

Rick Schneider VP

*Mark Rampanelli
Treasurer*

Kelviz Parra Secretary

Paul Ottati Trustee

Michael Kenny Trustee

Virgilio Ceniza Trustee

Re: Request for Barriers and Auxiliary Police Presence

Dear Sir or Madam:

I have been directed by the Trustees of The Noble Ninth Inc., to request the presence of the Auxiliary Police and the setup of barriers along the walkway of 89 Western Hwy, Tappan, NY. The use of these material and personnel are for the annual Traubenfest at the "park" located at 89 Western Hwy, Tappan NY on October 3rd, 2021.

The Noble Ninth Inc is providing The Town of Orangetown a Certificate of insurance (COI) and as an additional named insured.

Please forward this letter and COI to all you feel need or require it. If you need anything else, please don't hesitate to reach out to me directly. My direct dial is noted above. Thank you in advance for all your help making our day a success.

Sincerely,

Mark Rampanelli, Treasurer
The Noble Ninth Inc.

Cc: Trustees of The Noble Ninth Inc.

ACCOUNT CLERK-TYPIST (PT) (NC)

P.O. 27



JOB CLASSIFICATION QUESTIONNAIRE

County, Town, Village, School District, Library or Special District <b style="font-size: 1.2em;">Town of Orangetown	Department <b style="font-size: 1.2em;">DEME	Position Title (if established) Account Clerk - Typist (part time)									
This position requires: _____ 17.5 Hours work per week _____ 12 Months work per year		Rate of Pay \$ _____ 23.98 Per _____ hour									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; text-align: center;">Persons Supervising this position</td> <td style="width: 30%; text-align: center;">Title</td> <td style="width: 25%; text-align: center;">(Direct, Occasional, General) Type of Supervision</td> </tr> <tr> <td style="text-align: center;">Name</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Eamon Reilly</td> <td style="text-align: center;">Commissioner, DEME</td> <td style="text-align: center;">Direct</td> </tr> </table>			Persons Supervising this position	Title	(Direct, Occasional, General) Type of Supervision	Name			Eamon Reilly	Commissioner, DEME	Direct
Persons Supervising this position	Title	(Direct, Occasional, General) Type of Supervision									
Name											
Eamon Reilly	Commissioner, DEME	Direct									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; text-align: center;">Persons Supervised by Employee in this position</td> <td style="width: 30%; text-align: center;">Title</td> <td style="width: 25%; text-align: center;">Type of Supervision</td> </tr> <tr> <td style="text-align: center;">Name</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">N/A</td> <td></td> <td></td> </tr> </table>			Persons Supervised by Employee in this position	Title	Type of Supervision	Name			N/A		
Persons Supervised by Employee in this position	Title	Type of Supervision									
Name											
N/A											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; text-align: center;">Persons doing substantially the same kind and level of work</td> <td style="width: 30%; text-align: center;">Title</td> <td style="width: 25%; text-align: center;">Location of Position</td> </tr> <tr> <td style="text-align: center;">Name</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">N/A</td> <td></td> <td></td> </tr> </table>			Persons doing substantially the same kind and level of work	Title	Location of Position	Name			N/A		
Persons doing substantially the same kind and level of work	Title	Location of Position									
Name											
N/A											
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.										
15%	Collection of Departmental mail/correspondences; sorting, delivering, processing bills for payment.										
20%	Issues receipts for monies received; reports/posts to ledger accounts from expenses, appropriation & receipts.										
45%	Sorts/checks invoices against requisitions, vouchers & POs. Post appropriate transactions in Accounting System along with providing proper departmental backup/supporting documents. At times having to investigate/locate backup docs or invoices.										
10%	Interact with suppliers, service providers and internal accounting personnel to assure all appropriate documents, ledgers & transactions are present and executed compliantly/timely in Orangetown's Accounting System.										
5%	Sort/file accounting records/transactions in appropriate manner.										
5%	Prepare financial reports, ledgers and othe financial documents/reports using Microsoft Word/Excel.										

The above statements are accurate and complete

Signature:

Date: 8/10/2021

Attach a separate sheet, if more space is needed.

TO BE COMPLETED BY THE APPOINTING OFFICER

Place an (X) mark opposite the item in each group which best describes the work of this position.

- | | |
|--|---|
| <input type="checkbox"/> Repetitive and routine.
<input checked="" type="checkbox"/> Routine, but involves some judgment to perform the duties.
<input type="checkbox"/> Complex, involving decision of order, of tasks and methods.
<input type="checkbox"/> Difficult, involving independent decisions as to scope and planning of projects and programs. | <input type="checkbox"/> Is under direct supervision.
<input type="checkbox"/> Works according to prescribed procedure with supervision available as needed.
<input checked="" type="checkbox"/> Is under general supervision as exercised through reports, conferences and job inspection.
<input type="checkbox"/> Is subject only to policies and administrative approval. |
| <input type="checkbox"/> Requires no previous training or special knowledge.
<input checked="" type="checkbox"/> Requires some basic abilities or knowledges of the general work.
<input type="checkbox"/> Requires good knowledge of the primary work.
<input type="checkbox"/> Requires thorough knowledge of all phases of the work.
<input type="checkbox"/> Requires a particular proficiency or skill in a specialized activity. | <input type="checkbox"/> Exercises direct supervision.
<input type="checkbox"/> Supervises, as required, through review of work.
<input type="checkbox"/> Exercises general supervision by means of reports and conferences.
<input type="checkbox"/> Regularly supervises 1 to 5 employees.
<input type="checkbox"/> Regularly supervises 6 to 15 employees.
<input type="checkbox"/> Regularly supervises over 15 employees. |

What minimum qualifications do you think should be required for this position?

Education: High school H.S. Diploma or GED years.
 College N/A years, with specialization in _____
 Other A Valid Drivers License years, with specialization in _____

Experience: (List amount and type)

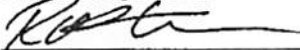
Essential knowledges, skills and abilities:

Use of Microsoft Word & Excel. Use of common office equipmt; fax, email through computer, photo copier & perform data entry & typing as required.

Type of license or certificate required:

COMMENTS:


Signature of appointing officer:

Signature:  Date: 8/10/2021

CERTIFICATE OF PERSONNEL OFFICE

In accordance with the provisions of Civil Service Law, Section 22, and the Rockland County Rules, the Rockland County Personnel Office certifies that the appropriate civil service title for the position described is _____

ACCOUNT CLERK-TYPIST (PART-TIME) (NON-COMPETITIVE)

Signature:  Date: 8/31/21
 Lori Gruebel, Commissioner of Personnel

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY IF A NEW POSITION

The new position described by the title indicated in 8 above was established on _____ at a salary of \$ _____ or at salary grade No. _____

Signature: _____ Date: _____

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 9/23/2021
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 9/28/2021 consists of 3 warrants for a total of \$1,340,451.87.

The first warrant had 33 vouchers for \$90,335 and was for utilities.

The second warrant had 21 vouchers for \$149,066 and had the following items of interest.

1. NYPA (p3) - \$21,790 for street light contract.
2. NYS Comptroller (p5) - \$29,948 for Justice fines.

The third warrant had 139 vouchers for \$1,101,050 and had the following items of interest.

1. Barclay Damon LLP (p6) - \$7,761 for tax certiorari defense.
2. Capasso & Sons (p9) - \$74,301 for recycling.
3. Cotter, Michael (p11) - \$7,700 for title searches.
4. Custom Conveyor (p13) - \$7,759 for conveyor belt repairs.
5. Fleet Pump & Service (p15) - \$9,843 for Cherry Brook PS repair.
6. General Code LLC (p18) - \$10,230 for Laserfiche.
7. Genesee Valley Ford (p19) - \$37,324 for F250 for Parks. (bonded).
8. Global Montello. (p20) - \$36,664 for fuel.
9. Goosetown Enterprises (p21) - \$12,143 for leases.
10. NYS Dept. of Civil Service (p29) - \$743,119 for health care insurance.
11. Pomona Cycle and Mower (p32) - \$12,669 for Parks Mower (bonded).
12. Precast Concrete Sales (p35) - \$10,764 for Highway materials.
13. TyMetal (p45) - \$8,347 for Highway materials.

14. West Group (p47) \$9,017 for assessor's vehicle.

15. Zarin & Steinmetz (p49) - \$13,549 for HNA counsel.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	091021	\$ 90,335.24
	091721	\$ 149,066.36
	092821	\$ 1,101,050.27
	Total	\$ 1,340,451.87

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 Denis Troy

Supervisor Teresa M. Kenny