

# ORANGETOWN MILITARY TRIBUTE BANNERS

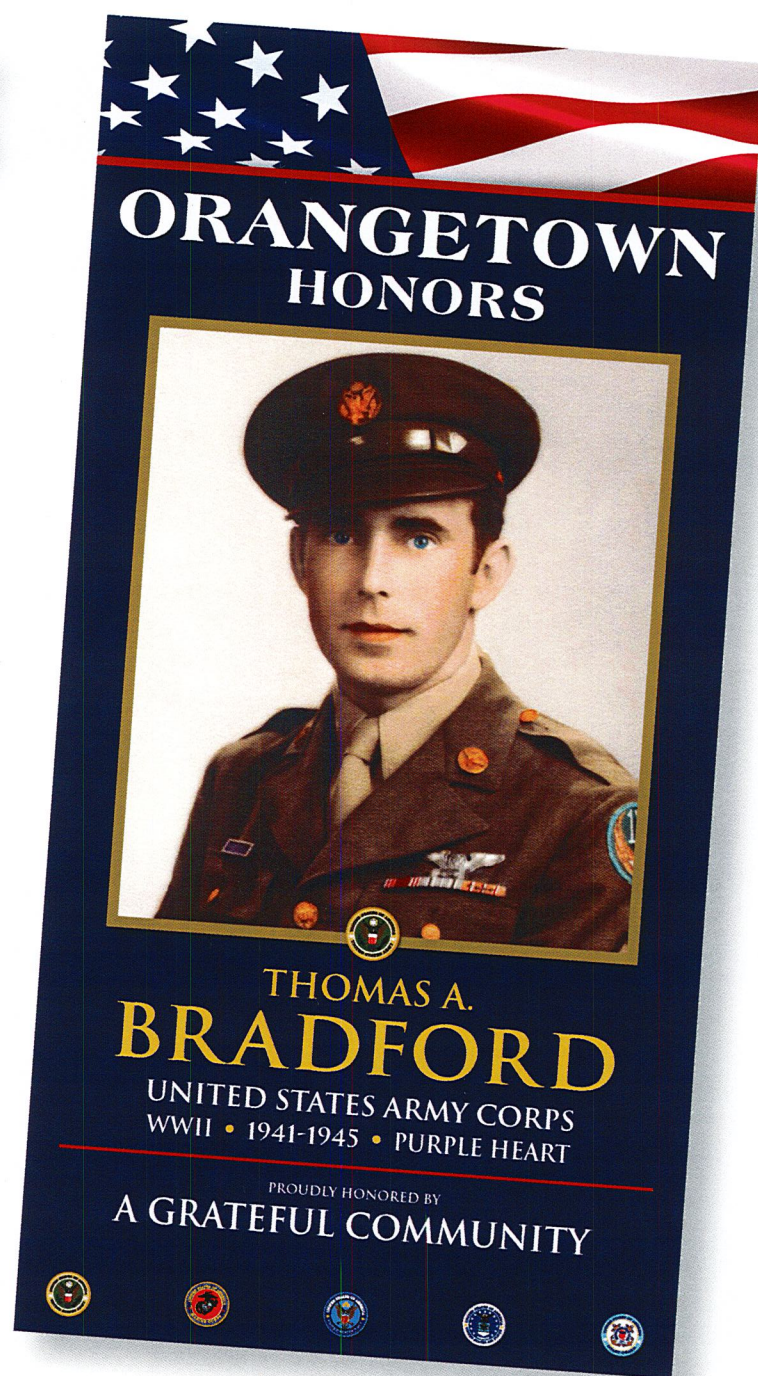
**Honoring the World's Greatest Defender of Freedom**

## THE AMERICAN MILITARY.

### 2022 Orangetown Military Tribute Banner Program

These beautiful, patriotic banners, honoring local Service Members and Veterans, will be displayed in Orangeburg, Pearl River, Tappan, Sparkill & Blauvelt.

Specific location requests are based on availability.



### Banner Sponsorship - \$150<sup>00</sup>

Please pay by check made payable to: TOWN OF ORANGETOWN

**SEND TO:** 26 W. Orangeburg Road, Orangeburg, NY 10962

Banners may be renewed annually for \$50.\*

\* Banners may fade or deteriorate due to extended outdoor exposure. We will let you know when a replacement banner needs to be purchased.

The banners are yours to keep afterwards as a wonderful keepsake and a "Thank You" from the Town of Orangetown.

**HONOR YOUR VETERAN OR ACTIVE-DUTY SERVICE MEMBER IN THIS SPECIAL WAY.**

For more information about sponsoring a banner, visit:

**[militarytributebanners.org](http://militarytributebanners.org)**

and click on 'CURRENT PROGRAMS/ORANGETOWN, NY'

or contact: **[supervisor@orangetown.com](mailto:supervisor@orangetown.com)**



# BLOOD DRIVE

DONATIONS SAVE LIVES

April 21, 2022

9:00 am – 8:00 pm

Town of Orangetown

26 Orangeburg Road, Orangeburg, NY 10962  
Court Room

[Click Here](#) to make an appointment or Scan QR Code below



*Appointments are preferred however walk-ins will be welcomed if space permits.  
Please remember to eat, drink and bring your donor ID card or ID with name and photo.  
Masks are required for all donors regardless of vaccination status.  
For full list of COVID-19 safety protocols, please visit [nybc.org/coronavirus](https://nybc.org/coronavirus).*



**ORANGETOWN TOWN CLERK, ROSANNA SFRAGA,  
ROCKLAND GREEN - Reduce, Recycle, Recover  
and PEOPLE TO PEOPLE  
will host the  
SEMI-ANNUAL PAPER SHREDDING and  
NON-PERISHABLE FOOD COLLECTION EVENT**



**Saturday, April 30, 2022  
8:00 a.m. - 11:30 a.m.**

**Shredding Service is FREE & SECURE**

- Drive-thru (drive-up to the Shredding Truck. **LIMIT 3 BOXES.** DO NOT get out of your vehicle. Someone will unload your documents from your vehicle.
- Paper Clips and Staples are Acceptable
- NO Plastic Bags, Binders, or Large Binder Clips
- Please bring Non-perishable Food items for donation to “People to People” a local food pantry.

*Let's shred hunger together!*



**Orangetown Town Hall - Parking Lot  
26 W. Orangeburg Road, Orangeburg, NY**



**NOTICE: EFFECTIVE AS OF FEBRUARY 15, 2018, THE FOLLOWING FEES  
WILL BE CHARGED BY THE OFFICE OF BUILDING, ZONING, PLANNING,  
ADMINISTRATION AND ENFORCEMENT:**

**BUILDING PERMIT:** \$150.00 for first \$1,000.00 and \$18.00 for each additional \$1,000.00 of estimated construction value

**6 MONTH EXTENSION OF BUILDING PERMIT:**  
\$100.00 (maximum of 2 extensions permitted)

**BUILDING PERMIT RENEWAL AFTER EXPIRATION,  
WHICH REQUIRES ONLY A FINAL INSPECTION:**  
\$100.00 OR 20% OF THE ORIGINAL PERMIT FEE;  
WHICHEVER IS GREATER. Plus GIS if not paid at  
time of initial application.

**DEMOLITION PERMIT:**

Accessory Structures	\$125.00 + \$20.00 GIS
Above ground pool	\$125.00 + \$20.00 GIS
In-ground pool	\$175.00 + \$20.00 GIS
Bldgs 500- 20,000 sq. ft.	\$100.00 + \$10.00 per 100 sq. ft.
Bldgs 20,000 sq. ft. plus PLUS	\$100.00 + \$8.00 per 100 sq. ft. <b>COMMERCIAL</b> + \$190.00 GIS + \$30.00 Stream
PLUS	<b>RESIDENTIAL</b> + \$20.00 GIS
INTERIOR DEMO:	*fee based on construction value + GIS (+ stream maintenance, if commercial)

**LOCAL LAW #7:** \$150.00 + \$20.00

**OUTDOOR/SIDEWALK DINING PERMIT:**

INITIAL	\$200.00 + \$190.00 + \$30.00
RENEWAL	\$100.00

**TANK REMOVAL:**

COMMERCIAL	\$150.00 + \$190.00 + \$30.00
RESIDENTIAL	\$100.00 + \$20.00

**SIGN PERMIT:** \$150.00 + \$30.00

**USE/OCCUPANCY C.O.:**

COMMERICAL	\$150.00 + \$190.00 + \$30.00
HOME OCCUPANCY	\$100.00 + \$20.00

**TREE REMOVAL:**

RESIDENTIAL	\$100.00 + \$20.00
COMMERICAL	\$150.00 for first \$1,000.00 and \$18.00 for each additional \$1,000.00 of estimated construction value

**TEMPORARY TENT:** \$125.00

**VIOLATION SEARCH:** \$200.00 (Covers Complete Request)



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

[a]. Traits.

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

[b]. Applications.

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

[c]. Regulation.

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

[d]. Development Criteria.

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



and then only in order to round out the existing shoreline. Where applicable, all construction and filling shall require approval of the United States Army Corps of Engineers or any other governmental agency having jurisdiction.

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

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

Article XVIII. Hamlet of South Nyack Supplemental Regulations.

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

§ 18.1. Definitions.

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

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

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

§ 18.12. Terms defined.

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

APARTMENT, HIGH-RISE

An apartment house of six or more stories.

APARTMENT, MID-RISE

An apartment house of two through five stories.

ATTIC

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

BUILDABLE ENVELOPE

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

BUILDING, ALLOWED HEIGHT OF

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

CERTIFICATE OF USE

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

COVERAGE

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

DWELLING, MULTIPLE

A building containing three or more dwelling units.



DWELLING, TWO-FAMILY, TYPE B

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

FRONTAGE, STREET

The lineal footage actually abutting a street.

LOT AREA

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

LOT AREA ADJUSTED

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

OPEN SPACE

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

PARKING SPACE

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

PATIO

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

PORCH

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

PRIVATE EDUCATIONAL CAMPUS

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

ROOMER

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

SCHOOL, PUBLIC

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

STORY, HEIGHT OF

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

SWIMMING POOL

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

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

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

- (1) Only the first floor of the premises shall be used for the sale or arts, crafts and antiques.
- (2) There shall be no substantial change in the external appearance of the premises, and the premises shall be continuously maintained in good condition and repair.
- (3) The outdoor display either on the porch, sidewalk or in the yard of premises used for the sale of arts, crafts and antiques shall be prohibited.
- (4) If a portion of the premises is used as a dwelling, the dwelling units shall have an unobstructed access to the outdoors completely independent from the area of the building used for the sale of arts, crafts and antiques.
- (5) That portion of the premises used for the sale of arts, crafts and antiques shall not be used for cooking or for the sale of food. No vending machines shall be permitted on the premises.
- (6) No loose refuse shall be stored outdoors at any time.



- (7) There shall be no manufacturing, brazing, soldering, welding, storage or use of inflammable liquids or use of open flames on the premises.
- (8) Any overnight occupancy of the area of the premises used for the sale of arts, crafts and antiques, or as a professional office, shall be prohibited.
- (9) No premises shall be used for the sale of arts, crafts and antiques, or as a general or professional office, unless an annual certificate is obtained from the Building Inspector stating compliance with the New York State Uniform Fire Prevention and Building Code and the Zoning Law.
- (10) All storage areas shall be inspected annually by the Building Inspector or Code Inspector to ensure clear access to all means of egress and full compliance with all relevant codes and laws.
- (11) If the first floor of such premises ceases to be used for the sale of arts, crafts and antiques, or as a general or professional office, it shall thereafter be used to house only one family.
- (12) Off-street parking for employees and/or tenants shall be provided, in the rear and/or one side yard, behind the front building line, and shall be screened from adjoining properties.

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

§ 18.23. xx

§ 18.3. Supplemental Bulk Standards.

§ 18.31. Bulk standards for development of unsuitable land.

- (1) Land which the Planning Board finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, utility easements or other features which will reasonably be harmful to the safety, health and general welfare of inhabitants of the land and surrounding areas shall not be subdivided or developed unless adequate methods are formulated by the developer and approved by the Planning Board, upon recommendation of the Town Engineer, to solve the problems created by the unsuitable land conditions.
- (2) As part of any minimum lot area requirement and maximum lot coverage requirement, not more than 50% of any land under water, subject to or within the one-hundred-year-frequency floodplain, or designated wetlands shall be counted. In addition, at least 50% of the minimum lot area shall be unencumbered by land under water, the one-hundred-year-frequency floodplain or a designated wetland. Any construction on such land shall be limited to the maximum lot coverage calculated on the amount of countable square footage, if any.

§ 18.32. Development of hillsides.

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

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

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

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

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

(1) Accessory buildings. An accessory building may be located in any required side or rear yard required for the principal building, but shall not occupy more than 30% of the area of such required rear or side yard. Accessory buildings constructed at the same time may be located in pairs or groups in the required rear or side yard along the common side-lot line or rear-lot line of contiguous lots. No accessory use shall be located closer than 15 feet to any principal use.

(2) Relation of accessory buildings to streets. No accessory building shall project nearer to the street on which the principal building fronts than such principal building. Should topographic conditions be such that practical difficulties would be caused by this requirement with respect to the location of a garage, the Planning Board may authorize the erection of such garage within not less than 10 feet of the street line where the natural slope of the

ground within 25 feet of such line is between 12% and 20% and within not less than five feet of the street line where such slope within 25 feet of such line exceeds 20%.

(3) Corner lots. On a corner lot, front yards are required on both street frontages, and one yard other than the front yard shall be deemed to be a rear yard, and the other or others, side yards. The minimum district requirements for each shall be complied with.

(4) Exceptions to lot depth requirements. The minimum lot depth at any point may be decreased by the Planning Board through site plan review to 75% of the minimum requirement if the average depth conforms to the minimum requirement.

(5) Exceptions to yard requirements.

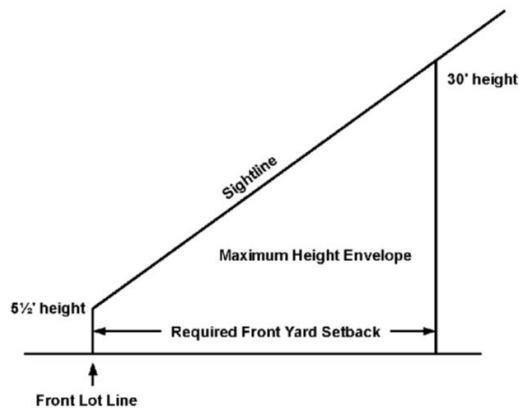
(A) Permitted encroachments. Cornices or cantilevered roofs may project not more than two feet into a required yard. Belt courses, window sills and other ornamental features may project not more than six inches into a required yard.

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

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

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

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



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

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

- (1) A private pool structure and deck shall conform to setback regulations
- (2) A private pool structure and deck shall conform to setback regulations for an accessory building in the district in which it is located. The water container part of the pool structure shall be set back a minimum of 10 feet from all property lines. All other pools shall be set back not less than 20 feet from all property lines. The pool shall be screened from the neighboring property by use of shrubs, trees and other appropriate screening material.
- (3) Each application for site development plan approval to construct or erect a swimming pool, and/or a structure surrounding it, shall be accompanied by plans drawn to scale, large enough and in sufficient detail to show:
  - (A) A plot plan of the property on which the pool and/or structure is to be placed, showing location in reference to side lines, rear lines and other buildings on the lot.
  - (B) Pool dimensions, including depth.
  - (C) Specifications and plans of the structure.
  - (D) Wastewater disposal and electrical wiring.
  - (E) An estimate of cost of pool and/or structure.
  - (F) The location of the fence.



(G) Whether the pool is for "private" or "other" use.

(H) Lighting plans, if any.

(I) A grading plan.

- (4) No swimming pool or related structure shall be constructed or erected unless a building permit has been issued therefor by the Building Inspector.

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

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

- (1) Any private school for more than 100 students shall occupy a lot which shall have an area of not less than two acres.
- (2) No building or part thereof shall be erected nearer than 20 feet to any street or property line. Any sports or athletic facility building or part thereof shall not be erected nearer than 150 feet to any street or property line which abuts another use.
- (3) The sum of all areas covered by all principal and accessory buildings shall not exceed 35% of the area of the lot.
- (4) Access, circulation and parking shall be subject to site plan review by the Planning Board in regard to the physical relationship and impact upon adjacent uses.
- (5) Buildings shall be so located on the site as to allow for adequate access for emergency vehicles.

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

- (1) Only rights-of-way or structures necessary to serve areas within the Hamlet of South Nyack will be permitted.
- (2) The Special Permit Granting Authority (SPGA) - the permitting authority may impose such conditions as it deems necessary in order to protect and promote the health and safety and general welfare of the community and the character of the neighborhood in which the proposed structure is to be constructed.

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

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

- (2) The building shall not be enlarged.
- (3) Dwelling units shall not be placed on any floor of a building containing a professional office.
- (4) Dwelling units shall have unobstructed access to the exterior without affecting professional offices.
- (5) Dwelling units shall have a minimum of 300 square feet, and a maximum occupancy of one person per 150 square feet within each dwelling unit.
- (6) All parking shall be in the rear yard.
- (7) Not more than 40% of the rear yard shall be covered with an impervious surface.

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

- (1) Said home shall be set up in size, appearance and structure to bear the general character of a family unit in a relatively permanent household. As such, it shall not permit transients or transient living.
- (2) Said home shall conform with and shall be maintained in accordance with the overall character and appearance of the surrounding neighborhood. No sign that advertises the use or occupancy of said home shall be erected.
- (3) Said home shall be provided with an outdoor recreation area, suitably enclosed with a fence or hedge. Said area shall be a minimum of 25 square feet per each occupant of the home and shall not be located nearer than 15 feet to any lot line or street line.
- (4) No home shall be permitted within 3,000 feet of any other similar type home.
- (5) The following information shall be submitted to the special permit granting authority at the time of the application for the special permit:
  - (A) The governmental authorization to operate such facility.
  - (B) A complete statement of the proposed number, age and permanency of residence of the persons proposed to reside in the facility and the number and qualifications of resident and nonresident supervisory personnel.
- (6) The special permit shall expire immediately upon any change in the nature or type of operation of any approved home.

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

- (1) Professional offices or studios include but are not limited to those of an architect, artist, dentist, engineer, lawyer, musician, teacher, therapist or physician.
- (2) Veterinarian's offices shall not be considered a professional office or studio.

- (3) Except in the SN R-4A, SN R-O and SN RG-OA Districts, such office or studio shall be incidental to the residential use of the premises and shall be carried on by a resident therein with not more than two nonresident assistants/associates/employees.
- (4) Except in the SN R-4A District, such office or studio, wherever located, shall not occupy an area equal to more than 35% of the area of the largest floor of the principal building.
- (5) Studios where dancing, music, or martial arts instruction is offered to groups in excess of four pupils at one time are prohibited.
- (6) Adequate off-street parking and loading shall exist. However, the parking requirements for professional offices or studios in shall not apply to the SN R-4A District due to the large overall lot size in this district that inherently provides adequate off-street parking space for these uses.
- (7) No noise, vibration, smoke, dust, odors, heat, glare or similar nuisance shall be produced which can be perceived at any adjacent street or property.

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

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

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

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

**SECTION 7.** Repeal Village of South Nyack Zoning Law Chapter 330

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

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

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

- a. Chapter 16 Boards and Commissions
- b. Chapter 93 Building Construction and Maintenance
- c. Chapter 96 Building Department
- d. Chapter 108 Buildings, Unsafe
- e. Chapter 172 Flood Damage Prevention
- f. Chapter 201 Multiple residences
- g. Chapter 208 Noise
- h. Chapter 288 Subdivision of Land

**SECTION 9.** Numbering for Codification

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

**SECTION .** Severability.

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



**SECTION 11.** Effective Date

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

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

**Instructions for Completing Part 1**

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

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

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

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

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

**B. Government Approvals**

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>		

**C. Planning and Zoning**

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

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

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

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

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

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

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

If Yes,

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

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

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

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

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

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

**D. Project Details**

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

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

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

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

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

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

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

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

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

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

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

ii. If Yes:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

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

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_  
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.  
 i. During Construction:  
 • Monday - Friday: \_\_\_\_\_  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_  
 ii. During Operations:  
 • Monday - Friday: \_\_\_\_\_  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_



<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul>	

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

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

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

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

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

b. Land uses and covertypes on the project site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

**F. Additional Information**

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

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

**G. Verification**

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

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

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



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

Project :

Date :

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

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

**Tips for completing Part 2:**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**17. Consistency with Community Plans**

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

NO

YES

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

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

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

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

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.

NO

YES

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

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

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

Project :

Date :

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

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

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

**Reasons Supporting This Determination:**

To complete this section:

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

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

SEQR Status:             Type 1                       Unlisted

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

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

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

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

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

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

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

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

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

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

Other involved agencies (if any)

Applicant (if any)

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



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

**Instructions for Completing Part 1**

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

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

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

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

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

**B. Government Approvals**

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>		

**C. Planning and Zoning**

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

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

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

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

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

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

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

If Yes,

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

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

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

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

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

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

**D. Project Details**

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

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

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

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

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

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

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

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

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

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

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

ii. If Yes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

viii. Will the excavation require blasting?  Yes  No

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

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

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

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

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

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

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

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

• Will stormwater runoff flow to adjacent properties?  Yes  No

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

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

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

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_  
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

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

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



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

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

---

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

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

---

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

---

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

---

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

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

---

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

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

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

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

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

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

b. Land uses and covertypes on the project site.

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

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

---

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

---

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

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

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

---

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

**F. Additional Information**

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

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

**G. Verification**

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

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

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

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

Project :

Date :

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

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

**Tips for completing Part 2:**

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

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

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

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



I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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**4. Impact on groundwater**  
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.  NO  YES  
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)  
*If “Yes”, answer questions a - h. If “No”, move on to Section 5.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

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

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

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

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

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

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

### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)  
*If "Yes", answer questions a - m. If "No", go to Section 17.*

NO

YES

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

**17. Consistency with Community Plans**

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

NO

YES

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

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

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

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

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.

NO

YES

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

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

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



Project :

Date :

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

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

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

**Reasons Supporting This Determination:**

To complete this section:

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

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

SEQR Status:             Type 1                       Unlisted

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

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

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

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

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

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

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

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

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

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

Other involved agencies (if any)

Applicant (if any)

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

# Lothrop

Lothrop Associates LLP Architects

333 Westchester Avenue  
White Plains, New York 10604  
914-741-1115

April 8, 2022

Mr. Robert V. Magrino  
Town Attorney  
Town of Orangetown  
26 W Orangeburg Road  
Orangeburg, NY 10962

Re: Bidder Recommendations for Construction Manager  
Orangetown Town Hall Addition and Alterations  
LAA Project #2219-05

Dear Mr. Magrino,

We have completed our review of the bid proposals submitted by the prospective bidders for the Construction Manager role for the Town Hall Addition and Alterations project. Refer to the attached Bid Tabulation chart for the bid results. After careful consideration, we make the following recommendations:

- We recommend that the Town interviews Calgi Construction Management for the role of Construction Manager
- We recommend that Calgi Construction Management be awarded the contract for Construction Manager as they are the lowest, qualified bidder
- We also recommend that BID Option 3 (Combination) be accepted as it would offer the most economical solution for the services required of the project

Our recommendations are based on the following criteria:

1. Calgi Construction Management is the lowest, qualified bidder
2. The next lowest bidder is \$265,000.00 higher for the full time option

Please let us know if you have any questions or would like to discuss further.

Sincerely,



Michael R. Berta, AIA  
Associate

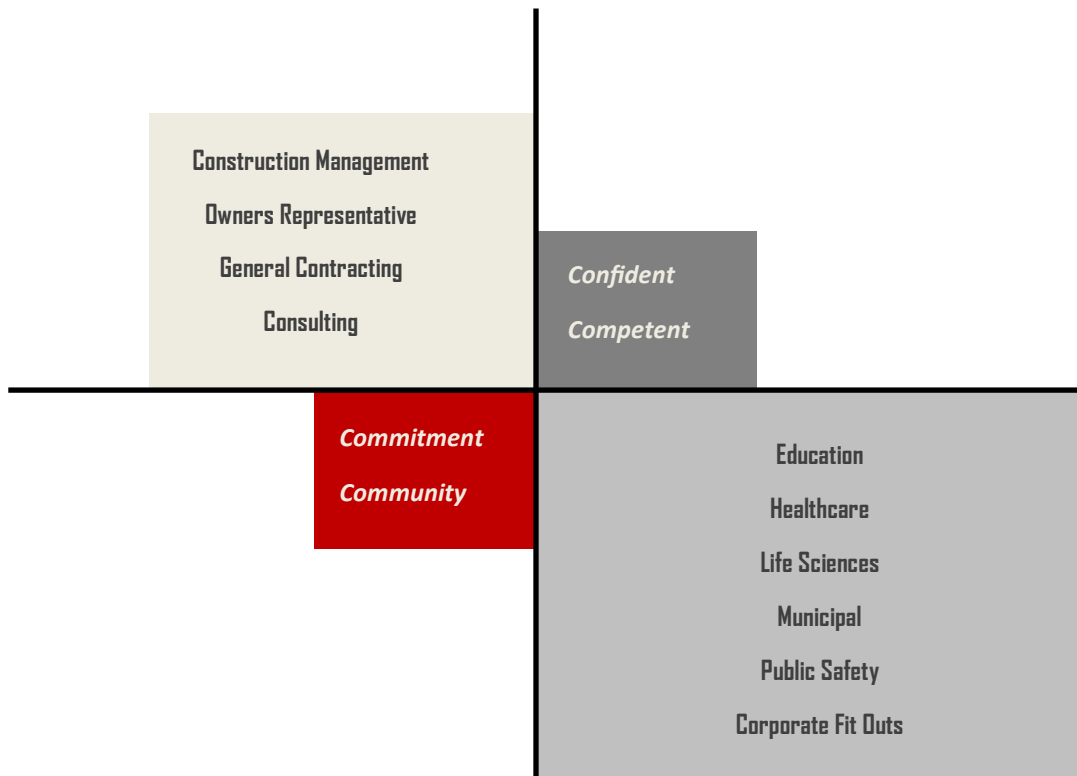
Cc: Jane Slavin, Town of Orangetown  
Aric Gorton, Town of Orangetown  
Eamon Reilly, Town of Orangetown  
Jeffrey Bencik, Town of Orangetown  
Robert Gabalski, Lothrop Associates LLP Architects  
File

## Orangetown Town Hall Addition and Alterations - CM Bid Tabulation

BIDDER	BID Option 1 (Part Time)	BID Option 2 (Full Time)	BID Option 3 (Combination)
Calgi Construction Management	\$ 420,500.00	\$ 633,000.00	\$ 585,700.00
Andron Construction Corp.	\$ -	\$ 898,500.00	\$ -
Key Construction Services	\$ -	\$ 1,794,000.00	\$ -

April 8, 2022

**Construction Management Services  
Orangetown Town Hall Expansion Project**





Established 1919

CONSTRUCTION MANAGEMENT  
OWNER'S REPRESENTATIVE  
CONSULTING  
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.  
56 Lafayette Avenue, Suite 350  
White Plains, New York 10603  
TEL: 914-682-9423  
FAX: 914-682-9420  
E-MAIL: dcalgi@calgiconstruction.com  
www.calgiconstruction.com

April 8, 2022

Town of Orangetown  
26 W Orangeburg Road  
Orangeburg, NY 10962

Calgi Construction Company is pleased to submit our qualifications to provide Construction Management Services to the Town of Orangetown. We have successfully managed many complex renovation and construction projects over the years for many municipalities in the tri-state area.

Our management team will consist of individuals who have the background and qualifications in the construction management of public facilities and the needed experience working with municipalities. Our involvement managing and coordinating various Prime Contractors (under NY State Wick Law for Public Construction) will be invaluable to the Town's project. Calgi Construction will work with the Town officials, Architect and Engineers, related consultants and the awarded construction contractors to ensure that this project is effectively managed successfully.

Calgi takes special pride in helping to build and renovate facilities that protect and support the communities we live and work in. With our experience working with municipality and public safety construction projects in the New York area, we are confident that Calgi Construction will meet the challenges of this project.

Provided within our proposal is our Company Profile, Project Experience, Project Team, Project Approach and Management Plan and our Construction Fees and Services encompassing our understanding of our role as a Construction Manager and key issues.

We appreciate the opportunity to be considered for this project and look forward to speaking with you about becoming an integral part of the Town's project team.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Dominic Calgi", is written over a light blue circular stamp.

Dominic Calgi, President

April 8, 2022

**Construction Management Services**  
**Orangetown Town Hall Expansion Project**

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# INTRODUCTION



# Company Profile & Qualifications

For over a century, Calgi Construction Company has provided Construction Management, Owner's Representative and Consulting Services. Located in White Plains, NY we provide services throughout the Tri-State area. A versatile firm, the company has expertise in a broad range of industries and construction types including municipal, public safety, health care, life sciences, educational, corporate additions, renovations and fit-outs.

Our portfolio encompasses projects in a variety of areas of market sector expertise. Each market sector area that we serve has its own character with special concerns, key issues and unique business strategies that are all as integral to a project's success as flawless construction.

## **Municipal & Public Safety Projects**

We take special pride in helping to build the facilities that govern and protect the communities in which we live and work. We understand the issues involved in public projects including fiscal responsibility, community relations, local politics & agency regulations and procedures. The first step in a Public project is a successful referendum. At Calgi, we work in sync with City, Town and Village leaders to assist in developing a solid campaign that generates voter support. We help communicate the building program and establish a suitable construction budget to achieve a successful referendum. From City/Town/Village Halls to Police and Fire Stations and DPW Facilities, we have successfully managed new construction as well as renovation projects.

## **Educational**

We understand the special challenges involved in providing high quality Educational environments and our role in the design/construction process gives us a unique insight into the specialized nature of Schools, Libraries and Institutions of Higher Education. As like Municipal projects, these types of projects also require a successful Public referendum and we work with the School Superintendents and Library Directors to achieve voter support. We assist in all public meetings and aid in addressing all concerns that may arise from Faculty, Students, Parents and Library patrons

## **Corporate Projects**

Whether an organization is looking to expand or renovate their facilities, Calgi recognizes the desire to fast track these projects so Owners can continue to provide their services to the community. Calgi manages these projects from site assessment and feasibility evaluation to Statutory and Building approvals to bidding and ultimately supervising and managing the various contractors.

Calgi will offer the Town of Orangetown a proven team with in-depth understanding of the unique issues, complexities and challenges that are part of the culture and nature of working with city projects. We approach every project not simply as a construction management firm, but rather as a valued partner. We take on your key concerns and business objectives as they are as much a catalyst for success as accelerated schedules and reduced budgets.

As your eyes and ears on the project, we become your in-house construction expert. From site selection and acquisition to building occupancy, we lead the project team every step of the way, turning your visions into reality.

Our core values are Excellence in Customer Service, Integrity, Quality, Accountability, Teamwork, Innovation and Building Long Term Relationships. Our goal is to deliver to you a successfully completed project on time and on budget.

# PROJECT EXPERIENCE & REFERENCES

## RELEVANT PROJECT EXPERIENCE



### **Town of Bedford Police Station**

**Contract: Construction Manager**

**Architect: Lothrop Associates**

**Total Project Capital Cost: \$ 7 Million**

The project consists of approximately 7,000SF of renovations to the existing facility as well as a 5,000SF addition to the facility and associated site work. The project included expansion to the police detectives and administrative offices as well as police educational training facilities, physical training areas, meeting rooms, holding areas and upgraded IT and Communication systems.



### **Village of Scarsdale Public Safety Facility**

**Contract: Construction Manager**

**Architect: Peter Gaito & Associates**

**Total Project Capital Cost: \$9.5 Million**

The project consisted of the interior demolition and alteration of the existing 18,400 SF facility and the construction of 7,850 SF additions and underground firing range. As the facility serves both the Village's Public Safety Departments, the project includes all new Police facilities such as 24-hr Dispatch Center, Administrative Offices, Holding Rooms, Arraignment Rooms, Prisoner Processing, etc. as well as Fire facilities such as Apparatus Bays, Meeting Rooms, Decontamination Room, Cascade Room, etc.



### **Town of Ossining Police Facility**

**Contract: Construction Manager**

**Architect: Valus & Carpenter Architects/Rebanks Pepper Littlewood Architects**

**Total Project Capital Cost: \$3.2 Million**

Serving as the Town's Construction Manager on their first Public Facility, Calgi was entrusted to manage and oversee the construction of the Town's new Police Facility. Calgi was given total responsibility over Construction Coordination, Architectural and Engineering Design Professionals and Financial Accountability. The \$3.2 million, 8,500 SF facility incorporated a 24-hr Dispatch Center with 911 service, Community Room available for Police and Public use, state of the art Prisoner Processing Center, Administrative Offices, Holding Rooms, Arraignment Rooms and Men's and Women's Locker Facilities and Fitness Center.



## RELEVANT PROJECT EXPERIENCE



### **City of Yonkers Fire Station #1**

**Contract: Construction Manager**

**Architect: Highland Associates**

**Total Project Capital Cost: \$14 Million**

**Reference: Paul Summerfield, City Engineer  
(914) 377-6106**

Selected as Construction Manager by the City of Yonkers, on their 22,500 SF steel framed new Fire Station. This 2 story facility includes firematic support spaces adjacent to the apparatus bays ,offices, exercise room, kitchen facilities , watch booth, underground parking and bell tower. The 2nd floor provides living accommodations . An onsite fuel station provides fuel for fire trucks and city vehicles.



### **City of Peekskill Central Fire House**

**Contract: Construction Manager**

**Architect: Mitchell Associates**

**Total Project Cost: \$12 Million**

**Reference: Jim Pinto, Economic Development  
Director 914-588-5976**

Selected as Construction Manager by the City of Peekskill on their \$12 million, 30,000 SF new Central Fire Station. This 2 story facility includes a total of 8 bays to accommodate fire –fighting apparatus, offices, training space, kitchen facilities and meeting space for both the department and the public. The 2nd floor will provide living accommodations , fitness , and recreational areas. The Central Fire Station will be an “essential facility” under NYS Building Code. “Essential Facilities” are intended to remain operational in the event of extreme weather, flood, wind, snow or earthquakes



### **Millwood Fire District New Firehouse**

**Contract: Construction Management**

**Architect: DuBois Architects**

**Total Project Capital Cost: \$9 Million**

**Reference: Hala Makowska, Commissioner Chair:  
914-762-7529**

The Firehouse includes a 5 Bay Apparatus Bay, Decontamination Room, Community Room, Administrative Offices and Cascade Room. The project also includes the development of 4 acres of the existing 9 acre site. Our responsibilities during the Pre-construction Phase included the coordination and project management of the Design Team as well as preparing Budget Estimates at various stages of Design, Cost Control, Value Engineering and Constructability Reviews. During the Construction Phase we are responsible for complete management and coordination of the various multiple Prime Contractors under New York State’s WICKS Law.





## RELEVANT PROJECT EXPERIENCE



### **Town of Mamaroneck Town Hall**

**Contract: Construction Manager**

**Architect: Smith & Pucillo**

**Total Project Capital Cost: Multiple Contracts**

**Reference: Steve Altieri, Town Administrator RET  
(914) 381-7810**

Selected as the Construction Manager / Consultant by the Town, Calgi provided project management services on multiple Town facilities including upgrades to the Town Hall, Parking Lots and the renovation of offices, bathrooms, and upgrades to the mechanical system within the Police Department.



### **Village of Irvington**

**Contract: Construction Manager**

**Total Project Capital Cost: \$3,000,000**

**Reference: Larry Schopfer, Village Administrator,  
(914) 591-4358**

As Construction Manager,, we were requested by the Village to plan, develop and execute a phased renovation of the various departments in the Village Hall to limit the disruption of the staff and also to work within the Village's allowed budget. This project, involved four prime contractors who were contracted to furnish labor only. We provided full time, on-site project management and coordination of the various prime under the WICKS Law. We subsequently, managed the *Roof Replacement & Clock Tower Rehabilitation*



### **Village of Larchmont**

**Contract: Construction Manager**

**Architect: Peter Gisolfi Associates**

**Total Project Capital Cost: \$2,000,000**

**Reference: Village Engineer: Vincent Pici: (914) 337-7338**

The Bronxville Village Hall project was a renovation and expansion of the existing building, the first major alterations since it was built in 1942. Calgi provided Pre-Construction and Construction Phase Management services in upgrading the 18,500 SF structure. Highlights of the project, which focused on architectural style, functionality and code compliance, include an additional 5,000 square feet of space, an enlarged, updated Police Department, handicapped access, a new slate roof, new lighting, elevator access and new heating and air conditioning equipment with a 20 well geothermal loop system for energy con-



## RELEVANT PROJECT EXPERIENCE



### **Pearl River Public Library**

**Contract: Construction Manager**

**Architect: Butler Rowland Mays Architects, LLP**

**Total Project Capital Cost: \$15 Million**

**Reference: Eugenia Schatoff, Director 845-735-4084**

Calgi was selected as Construction Manager for the Pearl River Library to manage the Pre-Referendum Phase through Post Construction Phase for the upcoming renovations and capital improvements to the existing library building. This project will include a 14, 000 SF addition and demolition of a portion of the existing building.



### **Nanuet Public Library**

**Contract: Construction Manager**

**Architect: Butler Rowland Mays Architects**

**Total Project Capital Cost: \$6-8 Million**

**Reference: Jessica Bowen, 845-623-4281**

Calgi Construction was selected by the Nanuet Library to manage the Renovations and Additions to the existing Library beginning with the Pre-Referendum Phase of the Library's anticipated \$6-\$8 Million bond. Calgi will provide the Library with Cost Estimates, Budgets, and Schedules during the Pre-Bond Phase. Once the referendum passes we will continue to provide services through Construction Close Out. The project includes additions of approximately 2,768 gross square foot and renovations to the existing building of approximately 19,456 gross square feet, as well as site improvements and minor demolition.



### **Village of Mount Kisco**

**Contract: Construction Manager**

**Architect: Lothrop Associates**

**Total Project Capital Cost: \$ 8 Million**

**Reference: James Palmer, Fmr.Village Mgr. 914-337-6500**

The Library project included the demolition and removal of the existing library, built in 1960, and the construction of a new 18,000 SF Library facility. This facility includes a large reference room, public meeting room with outdoor veranda, quiet rooms, semicircular children's library, young adult area and a two story glass atrium lobby. For energy efficiency, a 30 well Geothermal heating and cooling system was incorporated into the project.



# RELEVANT PROJECT EXPERIENCE



## Village of Rye Brook DPW

**Contract: Construction Manager**

**Architect: Weston & Sampson**

**Total Project Capital Cost: \$ 14 Million**

Calgi Construction was selected by the Village to provide Construction Management services consisting of Pre-Construction and Construction Phase services for their new DPW Facility and Parks Garage. The Project included the demolition of the Village's existing 70 year old facility and the construction of a new 40,000 SF Pre-Engineered facility on the existing 1.5 acre site. The work also includes sub-surface soil stabilization. Project completion is anticipated for Spring 2021.



## Village of Ardsley Demolition, Access Road, New DPW

**Contract: Construction Manager**

**Architect: Weston & Sampson**

Calgi Construction was selected by the Village to provide Construction Management services consisting of Pre-Construction and Construction Phase services for their new DPW Facility. The Project included the demolition of an existing residence and currently, the construction of an Access Road to facilitate easement of construction. Construction of the New DPW is scheduled for Spring of 2022



## Town of Bedford Maintenance Garage

**Contract: Construction Manager**

**Architect: Fuller D'Angelo Architects**

Calgi's responsibilities as Construction Manager for the Town of Bedford included managing and coordinating the work of the four prime contractors, conducting weekly job meetings, reviewing shop drawings and payment applications, and assisting the Architect with construction supervision and close-out. This project consisted of a 6700 sf garage including 2 large mechanical bays suitable for full size trucks, equipment and parts storage room, main office and locker room, a 2100 sf storage mezzanine and a 5-ton capacity double-girder bridge crane.



## City of New Rochelle New DPW

**Contract: Feasibility Study/Cost Engineering**

**Architect: Lothrop Associates**

Calgi developed and prepared budget cost estimates for the various designs of the City's planned New DPW Facility. These were revised as needed for the various proposed locations throughout the city. The development of these budget cost estimates provided the City with present day costs as well as projected cost depending upon the City's time frame to aid in the City's future planning and acquisition of needed properties.



# PROJECT TEAM & MANAGEMENT PLAN

Project Team &  
Management Plan



# Town of Orangetown

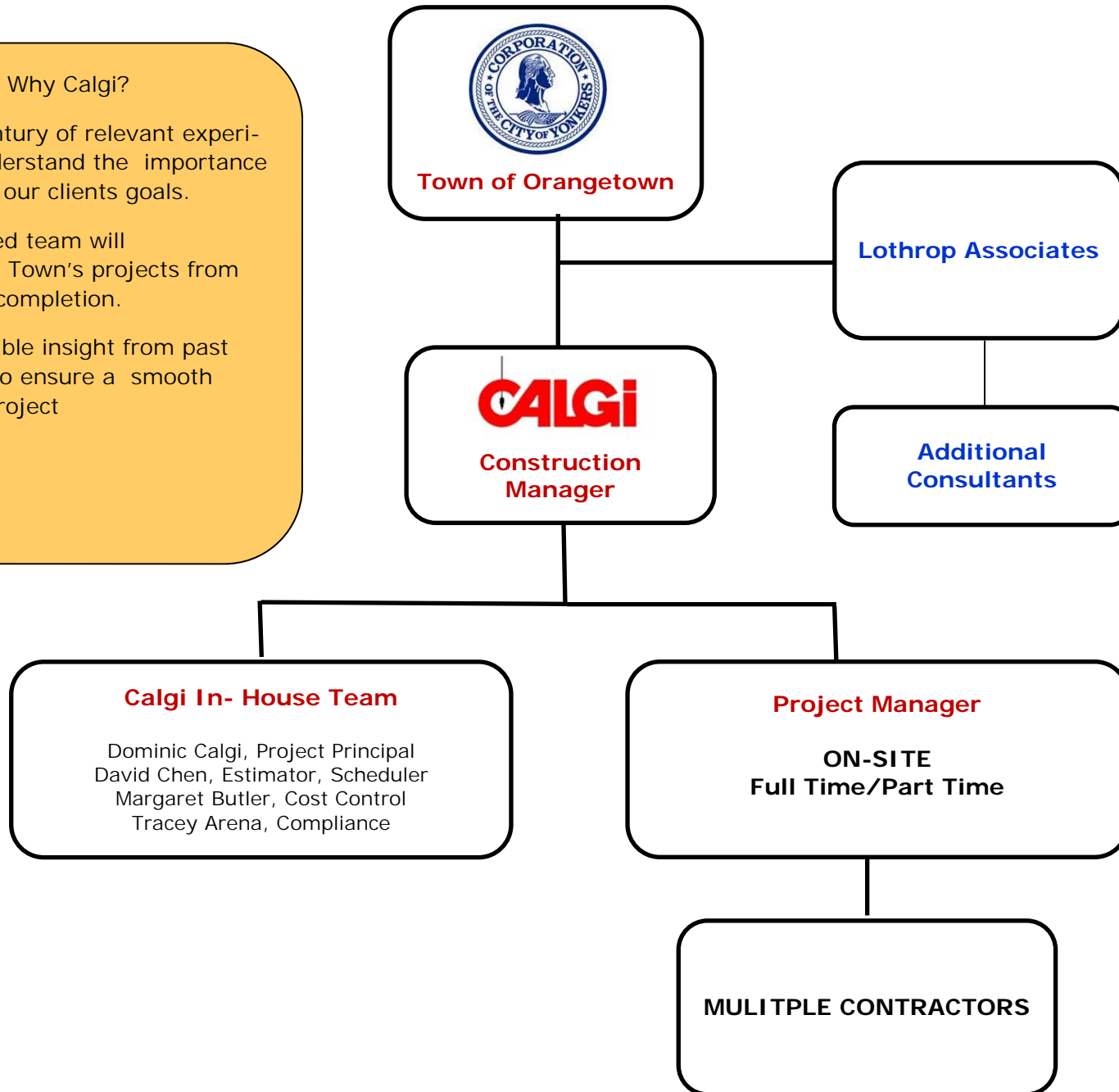
## Construction Management Services

### Why Calgi?

With our century of relevant experience we understand the importance of achieving our clients goals.

Our dedicated team will facilitate the Town's projects from planning to completion.

Calgi's valuable insight from past experience to ensure a smooth successful project



Town of Orangetown

**CALGI**

Construction  
Manager

Lothrop Associates

Additional  
Consultants

### Calgi In- House Team

Dominic Calgi, Project Principal  
David Chen, Estimator, Scheduler  
Margaret Butler, Cost Control  
Tracey Arena, Compliance

### Project Manager

ON-SITE  
Full Time/Part Time

MULTIPLE CONTRACTORS



## **Dominic A. Calgi, President / CEO**

### **Project Executive**

#### **Education**

Bradley University  
BS - Construction Engineering

#### **Memberships**

- Building Contractors Association
- Construction Advancement Institute
- Construction Management Association of America (CMAA)
- General Contractors of America (AGC)
- NYS/City/County Management Association
- AEC New Jersey, New York Chapters

#### **Relevant Experience**

City of New Rochelle  
Village of Rye Brook  
City of Peekskill  
Town of Bedford  
Town of Mamaroneck  
Village of Bronxville  
Village of Scarsdale  
Town of Ossining

#### **Past Experience**

##### **Illinois**

##### ***Pora Construction Company***

- Illinois Dewatering Facilities
- University of Illinois Sports Complex
- Cook County Jail & Courthouse

##### **Virginia**

- **Stone & Webster Engineering Corp.**
- North Anna Nuclear Power Plant

#### **Profile**

- **Participates in all Preconstruction Planning, Feasibility Studies and Need Assessments and all Pre-Construction and Construction Phases.**
- **Develops, Applies and Enforces all Risk Management Plans and Health & Safety Programs**
- **Ensures Suitable Resources and Communications are Available**
- **As President / CEO of Calgi, Dominic Provides Executive Leadership, Reinforces Client Relations and Manages the Financial Performance of all Calgi Projects.**
- **Provides Seminars to Several Professional Organizations on Construction Management Practices, WICKS Law Projects and Design and Construction of Various Municipal Facilities.**



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## **David Chen**

### **Estimator / Project Manager**

#### **Education**

New York Institute of Technology  
BS - Architectural Technology

#### **Relevant Experience**

City of New Rochelle  
Town of Mamaroneck  
Village of Rye Brook  
Village of Ardsley  
Town of Bedford

#### **Past Client Experience**

City of Peekskill  
Town of Ossining  
Millwood Fire District  
Village of Scarsdale

#### **Profile**

- **Provides**
  - Construction Estimating**
  - Scheduling**
  - Project Development**
  - Feasibility Studies**
  - Needs Assessments**
  - Design Phase Budgets**
  - Hard Construction Cost Estimates**
  - Value Engineering Options**
  - Detailed Reviews of Architectural and MEP Systems**
- **Responsible for the cost estimating, budget development and value engineering and management**
- **Actively involved with the Construction Team preparing bid packages and value recommendations**
- **Schedules Key Project Milestones and Performs Constructability Reviews**



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## **Erik Wilson, AIA**

### **Project Manager**

#### **Profile**

- **Represents the Owner's interest in review of Architectural issues such as Code Compliance, Building Utilization, Design Feasibility, Construction Phasing and Implementation**
- **Administer day to day On-site construction observation, management and documentation**
- **Reviews payment applications & change orders and makes recommendations to Owner for approval/rejection**
- **Reviews the Schematic, Design Development and Construction drawings and specifications as they are prepared by the Architect and submitted to the Owner.**
- **Track construction budget and project schedule**
- **Conduct weekly contractor construction meetings and provide meeting minutes**
- **Provide written construction updates and reports to Owner**

#### **Education**

*Bachelor of Science in Art and Design,  
Massachusetts Institute of Technology, 1995*

#### **Relevant Experience**

*Garrison Union Free School District*

*Lakeland Central School District*

*Town of Bedford*

*City of Yonkers*

*Dobbs Ferry UFSD*

#### **Past Experience**

*Pleasantville Schools*

*Yonkers Schools*

#### **Affiliations**

*AIA WHV Board of Directors*

*NYSSFA Member, Southeast & Mid-Hudson*

*NYS ASBO Member*





## ***Dorian DeLaurentiis***

### ***Project Manager***

#### ***Profile***

- ***Involved in every aspect of Project Development from Estimating, Scheduling and Project Management to Project commissioning and Final Closeout.***
- ***Provides Day-to-Day Point of Contact and Direct Management Oversight for the Construction Team.***
- ***Develops and Reviews Project Schedule and Costs to Guarantee the Project is on Time and within Budget***
- ***Reviews, Signs and Implements the Contracts and Change Orders as needed***
- ***Leads all Subcontractor Meetings and Ensures Jobsite Safety***
- ***Manages Contracts Submittals, RFIs and Change Orders as well as Preparing Bid Packages, Procurement, Schedule and Permitting***

#### **Education**

New York Institute of Technology  
BS - Architecture

#### **Relevant Experience**

City of Yonkers  
City of Peekskill,  
Millwood Fire District  
Half Hollow Hills Community Library

#### **Past Experience**

MPCC Corp., New Rochelle, NY  
- Senior Project Manager  
Capital Projects Consulting, Hawthorne, NY  
- Owner's Representative / CM  
JMOA Engineering, P.C., Pleasantville, NY  
- Project Executive





## **Andrew Laidlaw**

### **Project Manager**

#### **Profile**

- **Over 20 years experience with project management and construction supervision including many projects managing Prime Contractors**
- **Coordinates, manages, monitors all work performed by Prime Contractors and Field Staff**
- **Provides day to day point of contact and provides direct management of construction team**
- **Reviews, Signs and Implements the Contracts and Change Orders as needed**
- **Leads all Subcontractor Meetings and Ensures Jobsite Safety**
- **Manages Contracts Submittals, RFIs and Change Orders as well as Preparing Bid Packages, Procurement, Schedule and Permitting**

#### **Education**

Orange County College  
Associates of Applied Science

#### **Relevant Experience**

Dobbs Ferry Union Free School District  
Village of Rye Brook DPW  
Lakeland Central School District  
Town of Bedford Police Facility  
Silver Lake Fire District  
Tiedemann Castle Renovation

#### **Past Experience**

Clerk of the Works, Wittcom, Inc.  
Building Corp II  
Robert Knebel Contracting

10 Hr Osha





## **Daniel Wrede Baker**

### **Project Manager**

#### **Profile**

**Assists Project Manager in in day to day activities in managing construction projects**

- **Develops and reviews project schedule and costs to guarantee the project is on time and under budget**
- **Involved in many aspect of project development from inception to completion**
- **Provides day to day point of contact and provides direct management of construction team**
- **Reviews and documents the Contracts and Change Orders as needed**
- **Maintains job site meeting minutes, and tracks critical tasks**
- **Manages Contracts Submittals, RFIs and Change Orders, tracks project status/completion**

#### **Education**

*SUNY College of Environmental Science and Forestry (SUNY ESF),*

*Bachelor of Science in Construction Management.*

*OSHA 30-hour Construction Safety and Health Certification.*

#### **Relevant Prior Experience**

*Town of Mamaroneck*

*Town of Bedford*

*Village of Rye Brook*

*Tuckahoe Union Free School District*

#### **Past Experience**

*Brooklyn based developer/builder managing construction of high-end condos in Cobble Hill.*

*Internship with a Westchester developer/builder working on new affordable housing projects.*





## **Fred Sullo**

### **Project Manager**

#### **Education**

Pace University

Bachelor of Arts Business Administration

Mercy College

Paralegal Certification

#### **Relevant Experience**

Dobbs Ferry Union Free School District

Syosset Public Library

Northport Public Library

Lakeland Central School District

Town of Mamaroneck

#### **Past Experience**

College of New Rochelle

Director of Facilities

FJ Sciamè Construction

Asst. Project Manager

#### **Profile**

- ***Coordinates Project Requirements with the Owner, Architect and Engineer***
- ***Provides day to day point of contact and provides direct management of construction team***
- ***Over 30 years experience managing facility projects from the ground up.***
- ***Reviews, Signs and Implements the Contracts and Change Orders as needed***
- ***Leads all Prime Contractor Meetings and Ensures Jobsite Safety***
- ***Creates project meeting agendas, minutes and monthly executive reports.***





# Project Approach & Management Plan

The planning and design of a project usually requires less time than the actual construction of the project. However, the decisions made coupled with the design itself may, in some cases, be a cause for delays or cost overruns during the construction period. It is our main goal to provide the necessary Project Controls to avoid these conflicts.

Calgi's management staff will work with the Architect and Engineers early in the planning stages to assist them and make recommendations that we feel will ensure a successful project. Our staff of Professional Engineers, Construction Managers, Schedulers and Contract Administrators, with a combined average of thirty years of hands on construction experience, will provide the necessary expertise required for a successful construction program. The key issues that affect the success of any project are: Cost; Schedule; Quality Control and Safety. In working closely with the Town of Orangetown and their Design Team we can, through cost estimating and construction scheduling, ensure the value of the project within the budget and the constructability of the project within the anticipated construction time frame. All cost estimating and budgeting is performed in house.

During Schematic Design and Design Development through final Contract Documents, we can provide value engineering by reviewing the plans and specifications as they evolve and consider the costs of alternative materials, building systems, equipment and construction methods. When the project requirements have been sufficiently identified beyond schematics, we can prepare a preliminary cost estimate of the project. As the design progresses and the drawings and documents are further developed, Calgi will assess and revise costs to a point where, prior to construction, a lump sum construction budget will be established.

Scheduling will also be a part of our pre-construction phase responsibility and prior to issuing for bid, a detailed trade by trade schedule outlining the sequencing of the contractors and suppliers, their overlapping responsibilities and their interdependency will be completed. Additionally, long lead items will be highlighted as well as necessary site accommodations and access requirements. Both the Schedule and a Construction Implementation Plan will be incorporated into the bidding documents.

From the start of the construction phase, Calgi, along with the Architect, will be inspecting the project for conformance to the contract documents. Quality control begins during the initial interview and scope review with the Single Prime Contractor or Multiple Prime Contractors to be sure of their conformance to the contract documents, their thorough familiarization with all aspects of the construction process and the detailed plans prior to the execution of the contract.

It is the policy of our company to emphasize a safe work environment. To that end we incorporate Safety Discussions into our weekly job progress meetings and encourage the Contractors to have subsequent safety / tool box meetings with their field forces and sub-contractors. Additionally, we schedule periodic inspections by the Department of Labor to review and assess the overall safety aspects of the project.

With regard to the various Project Issues that arise during the Pre-Construction and Construction Phases, we provide our Project Approach and Management Plan to address the key challenges that all construction projects present.

## **PROJECT APPROACH & MANAGEMENT PLAN**

### **Project Issues**

Given that construction and renovations of new and existing buildings always present uncertainties, possible technical and administrative issues may arise that could complicate the execution of the overall project. Clearly, there will be a number of challenges that will have to be carefully and expeditiously addressed to ensure the successful outcome of the entire project. These challenges include:

### **Budgeting / Estimating**

The available funding for this project including all direct costs, design and construction budget, contingencies, general conditions, fees, and escalation will be limited. Therefore, we will have to work closely with the Town and their Design Team to ensure that the final design remains consistent with the available funding and, at the same time, remain consistent with the overall goals and objectives of the Town.

### **Value Engineering / Constructability**

Construction and renovation of new and existing buildings can offer numerous opportunities for value engineering. It will be our responsibility to assist the Architect in the overall design process and offer our expertise in facilitating construction means and methods. We will aggressively review the design documents to assure the optimization of systems and materials. To keep the project on schedule, these reviews will have to be completed expeditiously and at the completion of each design phase.

### **Scheduling**

As with most projects the schedule will be tight, however, with proper planning and close control of the construction activities most schedules can be achieved. The Calgi Company utilizes a "Suretrak" scheduling system. This system provides excellent control, scheduling and execution of the myriad of construction activities. It provides an excellent clock against which each phase or activity of a project is measured to pinpoint problems, highlight overriding and predecessor activities, avoid delays and bring the project to completion on / or before schedule. During the Construction Phase, our Project Scheduler will be updating the project schedule on a monthly basis working with direct input from the various prime contractors as well as with our Project Manager for actual on site progress information.

To facilitate the effective planning and execution of our Construction Management services, we utilize the following standard forms:

- Daily Field Reports
- Letters of Transmittal
- Change Order Logs
- AIA Change Order Forms
- Shop Drawing Logs
- “Suretrak” Schedules
- Dunning Letters
- Meeting Minutes Forms
- Transmittal Logs
- AIA Application for Payment Forms
- Field Order Directive Forms
- Punch List Forms
- Purchase Order Forms
- Contract Agreement Forms

The majority of the forms noted are part of the Procore Management and Scheduling Software System. They can, however, be customized to meet client requirements.

### **Contractor (Bidder) Interest / Solicitation**

Because of our reputation in the industry, we are aware of quality contractors and suppliers to solicit for our many projects. We notify the various vendors by issuing Request for Proposals (RFP’s) to generate interest within the industry and assist the Architect in providing the local construction news organizations such as Dodge, etc. with copies of the construction documents. Additionally, we schedule and conduct pre-bid site meetings for the various vendors along with the Architect and their Consultants to answer any and all questions and assist the Architect in issuing addenda for clarifications as they arise during the bidding process.

### **Construction Claims / Change Order Analysis**

All new construction and renovation projects present uncertainties because of unforeseen conditions, differing site conditions, coordination issues, etc. For these reasons, the potential for change order requests during the construction phase is great. It will be our responsibility, as well as the Design Team to keep the potential for change orders to a minimum by thoroughly reviewing the contract documents prior to bidding to ensure that they are as well defined and coordinated as possible. Further, to uncover as many hidden conditions as possible prior to the bidding phase, we would advise that probes of existing facilities or sub-soil investigations for new facilities be performed.

Clearly, we will not be able to expose all conditions. Therefore, the final budgeting for this project should include an allowance for unforeseen conditions or the cost for the project could increase significantly through change orders resulting from unanticipated field conditions. Should change orders arise, our project management staff along with our estimating staff will review each change order for verification of labor, material and equipment cost; conduct our own in-house estimate of the work to verify fairness of costs and review the contract documents to verify the validity of the change order request. Upon completion of our review process we would then submit the change order request along with our analysis to the Architect and the Town for final approval. Upon approval, we then issue the necessary contract change order.

### **Contractor Progress Payments**

We require all vendors to submit their payment applications on standard AIA Document G702 / CMA forms. These progress payment forms are based on percentage of completion. We require all vendors to submit a "pencil copy" of their applications for payment at least one week prior to the actual required due date. This is required to allow our Project Manager, along with the Architect, sufficient time to review each application for verification of work completed to date; materials delivered and stored to date; that sufficient monies remain in the activity line item to complete the remaining work and that the proper retainage is withheld. Upon completion of our review, the vendor is then authorized to make any corrections that may be required and to formalize the application for payment. It is our policy to require all vendor applications to include partial Release of Liens for prior payments along with certified payrolls. Finalized copies, upon Construction Manager and Architect's sign off will then be submitted to the Town for payment.

Prior to release of progress payments to the vendors, our administrative staff reviews each vendor's insurance certificates to make sure they are current and valid. Assuming that all insurance's are current, the Town will be notified that progress payments can then be issued promptly.

### **Project Safety**

During the construction process there will be multiple construction activities and extensive use of various tools and heavy equipment. It will be our role to emphasize compliance by all contractors of OSHA safety regulations to provide a safe environment for tradesmen to perform their work. Additionally, Safety Inspectors from the Department of Labor are called in to perform random inspections to monitor the safety compliance of the various contractors. These efforts are enforced to minimize the liability of both the Calgi Company and our clients.

### **Equal Employment Opportunity**



The Calgi Company is an Equal Opportunity Employer and does not discriminate against any person for reason of race, color, religion, sex, national origin, age, martial status or disability.

Additionally, the Calgi Company is committed to the concept that each employee is entitled to a working environment that is free of harassment and offensive behavior. Harassment and offensive behavior are strictly prohibited and will not be tolerated. Harassment and/or offensive behavior includes but is not limited to requests to engage in illegal, immoral, or unethical conduct, or negative comments or actions based on an employee's, customer's or a member of the public's race, creed, color, age, sex, national origin, material status, sexual orientation, status with regard to public assistance, or the presence of a physical, sensory or mental disability.

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# CM FEES & SERVICES

CM Fees & Services

# Construction Management Services & Fees

Our Construction Management Fees for this project are based on the total direct cost of the assigned personnel that will be required to provide the necessary Construction Management (CM) services as outlined in the RFP dated March 29, 2022 as well as noted in AIA Document C132-2019.

As noted in the "Proposed Project Construction Schedule" provided with the RFP and as shown below, we understand that our CM services will begin with the mobilization of the project along with the initial start of the site work as well as the beginning of the submittal process by the awarded Prime Contractors. We anticipate the actual start of the Construction Phase on or about May 31, 2022 with the construction start of the new Addition and proceed on through Project Completion and Close-Out on or about September 23, 2023. A total of eighteen (18) months.

Proposed Project Construction Schedule" provided with the RFP.

Bids Awarded and Contracts Executed	April 1, 2022
Mobilization, Sitework, Submittals	April 1, 2022 through to May 31, 2022
Construction, New Addition	May 31, 2022 through to December 31, 2022
Demolition, South Building, Sitework	January 1, 2023 through to February 28, 2023
Sitework, Interior Alterations, South Facade	March 1, 2023 through to September 23, 2023
Substantial Completion and Project Close-Out	September 23, 2023

In accordance with the request of the Town as noted in the RFP, we are providing our fees based on the following two (2) Options:

**Option I:**

Part Time Field Project Manager based on twenty (20) hours per week for the 18 month duration.

**Option II:**

Full Time Field Project Manager based on forty (40) hours per week for the 18 month duration.

\*\*\*\*\*

**Construction / Project Close – Out Phase:  
(April / May 2022 through to September / October 2023, 18 Months):**

During this phase, we will be directly responsible for the managing and coordination of the various Prime Contractors. In that regard, we will be conducting construction oversight, weekly job meetings, reviewing Prime Contractor shop drawings and forwarding them to A/E for approvals, reviewing and approving Prime Contractor payment requests, preparing monthly Executive Summary reports for presentation at Town Board meetings, etc.

Our primary goal is to ensure that the performance and commitment of the various Prime Contractors involved in the project as well as the various Consultants are all in the best interest of the Town. Our Services for this Phase encompasses the full gamut of the Basic Construction Phase Services as outlined in the RFP as well as AIA C132-2019 and our standard CM Services included within.



**Construction / Project Close-Out Phase Fees:**

**Option I:**

We have structured our Construction / Project Close-Out Phase fee for this Option based on a Part Time, twenty (20) hours per week, On-Site Project Manager beginning April / May 2022 through to September 23, 2023.and with Project Completion and Final Close-Out. Additionally, we have allowed for Part Time Main Office assistance relative to scheduling, change order reviews, contract administration, etc.

**Staff and Commitment: Part Time Basis:**

Project Executive	Part Time – Main Office
Project Manager	Part Time – On Site, Twenty (20) hours per week
Project Estimator / Scheduler	Part Time – Main Office
Contract Administration	Part Time – Main Office

**Total Lump Sum Fee – Construction / Project Close–Out Phase**

***Four hundred twenty thousand five hundred dollars and no cents (\$ 420,500.00)***

\*\*\*\*\*

**Option II:**

We have structured our Construction / Project Close-Out Phase fee for this Option based on a Full Time, forty (40) hours per week, On-Site Project Manager beginning April / May 2022 through to September 23, 2023.and with Project Completion and Final Close-Out. Additionally, we have allowed for Part Time Main Office assistance relative to scheduling, change order reviews, contract administration, etc.

**Staff and Commitment: Full Time Basis:**

Project Executive	Part Time – Main Office
Project Manager	Full Time – On Site, Forty (40) hours per week
Project Estimator / Scheduler	Part Time – Main Office
Contract Administration	Part Time – Main Office

**Total Lump Sum Fee – Construction / Project Close–Out Phase**

***Six hundred thirty three thousand dollars and no cents (\$ 633,000.00)***

\*\*\*\*\*

**Voluntary Alternate**

***Option III – Full Time & Part Time On-Site Project Management.***

Relying on our prior experience with the construction of, or additions and alterations to many Municipal Facilities we have found that there is a natural ebb and flow of construction activities on





any given project where a combination of full time and part time on-site management would be more cost effective. For your consideration, we are providing an Option III, wherein we propose to provide fourteen (14) months of Full-Time 40 hours (5 days) per week On-Site management and four (4) months of Part-Time 20 hours (5 days) per week On-Site management. This combination of Full Time and Part Time will properly provide and effectively perform and execute the CM Services as required.

The allocation of the Full Time and Part Time would be dependent upon the actual activities taking place working in coordination with the combined project schedule and the Prime Contractor's two – week look ahead schedules. Additionally, the Part Time Main Office assistance would remain relative to scheduling reviews, change order reviews, contract administration, monthly executive summaries, etc. Our full staff commitment and budget for this phase is as follows:

**Staff and Commitment: Full Time & Part Time Basis:**

- Project Executive - Part-Time Main Office
- Project Manager – Full Time On-Site - ( 14 months at 40 hours per week)
- Project Manager – Part Time On-Site - ( 4 months at 20 hours per week)
- Project Estimator / Scheduler – Part Time Main Office
- Contract Administration – Part Time Main Office

**Total Lump Sum Fee – Construction and Project Close-Out Phase**

**Five Hundred eighty five thousand seven hundred dollars and no cents (\$ 585,700.00)**

\*\*\*\*\*

**Summary of Lump Sum CM Fees**

<b>Option I Part Time, On-Site Twenty (20) hours per week Project Manager</b>	<b>\$ 420,500.00</b>
<b>Option II Full Time, On-Site Forty (40) hours per week Project Manager</b>	<b>\$ 633,000.00</b>
<b>Option III Full Time (14 months &amp; Part Time (4 months)</b>	<b>\$ 585,700.00</b>

\*\*\*\*\*

**Reimbursable Expenses**

The following reimbursable expenses noted below are for services outside of our scope of services and are not covered in our CM Fees. These expenses would only be at the request of the Town. Should these expenses become necessary, they would be billed at cost plus 15%.

- Structural, Mechanical, Electrical Adjunct Consultant charges (if necessary).
- Hazardous materials investigations and survey (if necessary).
- Code Consultant charges (if necessary).



- Site Office Trailer(s) / IT-Data / Furnishings, etc. during the construction phase.  
(Typically, we include this as the responsibility of the Prime General Contractor to provide or, in some cases the Owner can accommodate office space)
- Costs of reproductions of plans and specifications.
- Messenger Service, Postage and Express Mail.
- Travel & Tolls - beyond 50 miles of project site. (**NOT** travel to and from project site).
- Outside testing services (if necessary).

\*\*\*\*\*

**Additional Services:**

For Additional Services beyond the scope of this proposal the hourly rates noted below shall apply. These rates are inclusive of all Overhead, Insurances, Fringe Benefits, Taxes, Worker's Compensation and Fees. There are no other charges or multipliers that will be added to these hourly rates except those reimbursable costs / expenses that are noted above. .

**Current hourly rates for Calgi Personnel:**

Project Principal	\$160.00/HR
Project Engineer, P.E	\$150.00/HR
Senior Project Manager	\$125.00/HR
Project Manager	\$118.00/HR
Project Estimator / Scheduler	\$105.00/HR
Administrative / Clerical	\$ 64.00/HR



# Construction Management Services

We have reviewed the "Scope of Services" as noted in the RFP and they are complementary to our standard CM Services that we provide during the Pre-Construction, Construction and Post Construction / Commissioning Phases as noted below

## **Pre-Construction Phase Services**

1. Assist the Owner in the review of the qualifications and the selection of the Design Professional Team. (if necessary)
2. Review the Schematic, Design Development and Construction drawings and specifications as they are prepared by the Architect and submitted to the Owner.
3. Work in conjunction with the Owner and Architect on reviewing methods and materials of construction and provide value engineering and alternate designs to ensure economy and constructability.
4. Attend and provide minutes of all progress meetings with the Owner, Architects, Engineers, and Consultants to assure that all matters of pre-construction are being considered.
5. Establish site mobilization and security plan.
6. Determine availability of materials and trades.
7. Work in conjunction with the Owner and Architect in refining the construction budget.
8. Prepare and provide periodic budget estimates from Schematic Design through Construction documents and planning phase to insure adherence to the available funding.
9. Maintain file document copies of all design submissions and records.
10. Provide status reports to the Owner on the progress of the Design Phase.
11. Identify long lead items and establish procedures for purchasing same.

12. Prepare and provide a final estimate based on the completed contract documents prior to the competitive bidding process.
13. Work in conjunction with the Owner in the development of construction schedules.
14. Assist the Owner and Architect in the preparation of alternates and unit cost items to be utilized in the bid package.
15. Work in conjunction with the Architect on the scheduling, preparation and content of bid packages to be issued.
16. Prepare a pre-bid schedule, generate interest among qualified bidders and advise said bidders of the project schedule. Conduct pre-bid meetings and walkthroughs. Receive all bidder questions (RFI's) and review with design team.
17. Assist the Owner and Architect in the review and analysis of the actual construction bids and in the evaluation of each Contractor's Qualifications. Analyze all bids and prepare written analysis and comparisons. Review all required bid bonds, payment and performance bonds, and insurance certificates.
18. Evaluate all bid proposals to determine the lowest responsible bidder. Provide input to the Owner and Architect in the development of award provisions. Prepare and submit to owner an Award Recommendation letter.
19. Assist the owner in preparation of contracts. Obtain, review and forward to the Owner and Architect all performance bonds, labor and material bonds, certificates of insurance and all construction permits that may be required by State and Local Authorities.

### **Construction Phase Services**

1. Assume overall responsibility for managing and coordinating the Prime Contractor(s) involved in the project.
2. Maintain full time On-Site experienced Project Management to supervise, inspect, coordinate, schedule and manage the various contractors and suppliers.
3. Maintain part time Main Office Contract Administrative staff to expedite record keeping and administrative procedures.
4. Maintain accurate and detailed written records of the progress of the project during all stages of construction. Submit written progress reports to the Owner as required, but at least monthly, including information concerning the work of each Prime Contractor(s) and the percentage of work completed.

5. Perform daily inspections of the work to ensure that the Owner's objectives are being carried out in accordance with the contract drawings, specifications and all other contract documents, local laws, ordinances and regulations.
6. Review and incorporate each Prime Contractor's proposed schedule into an overall project schedule and update as required by the Owner. Recommend courses of action to the Owner when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action.
7. Develop cash flow schedules for the duration of the project.
8. Using updated schedule, conduct weekly job meetings to discuss progress, problems, scheduling and coordination. Minutes shall be prepared and distributed to all concerned.
9. Establish lines of authority to effectively carry out all phases of the project in a coordinated basis.
10. Establish and maintain procedures for processing shop drawings, material samples, mock-ups and off-site testing and inspections as defined by the project specifications.
11. Assist the Owner in soliciting independent Material Testing and Inspection Services. Evaluate proposals and recommend award.
12. Establish and maintain safety procedures, risk management, O.S.H.A and other programs necessary for the safe and expeditious execution of the work.
13. Arrange with each Prime Contractor for the delivery, storage, protection and security of all purchased items and equipment until they are incorporated into the project.
14. In the event that the interpretation or the meaning and intent of the plans and specifications becomes necessary during construction, the Construction Manager shall, on behalf of the Owner, consult with the Architect, ascertain the Architect's interpretation and prepare a report to the Owner.
15. Review all Prime Contractor's applications for progress payments and make recommendations to the Architect and the Owner for approval or rejection.
16. Review all Prime Contractor's requests for change orders. Prepare independent cost estimates of the work to be performed on change orders, or other extra costs which may be incurred during the progress of the work and make recommendations to the Architect and the Owner.
17. Inspect the project jointly with the Architect and Owner periodically as required.
18. Assist the Owner and Architect in obtaining all required control tests and inspections as necessary.

19. Assist the Owner with FF&E purchasing. The CM shall assist, coordinate, and supervise all deliveries, and installations.
20. Inspect the project for substantial completion. In conjunction with the Architect, prepare a "punch list" of items to be completed or corrected by the Prime Contractor(s).

### **Post Construction Phase Services**

1. Obtain from all Prime Contractors: Guarantees; Operation & Maintenance Manuals; Keying Schedules; Record As-Built Drawings; Bonds; Release of Liens.
2. Assist in the final inspection of each Prime Contractor's work including startup and testing of equipment, including project commissioning, training and turnover.
3. Recommend to the Owner and Architect issuance of final payment and completion certificates.
4. Provide the Owner with all pertinent project records and files at project completion.

# FORMS





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**3/24/2022**

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Levitt-Fuirst Associates, LTD 520 White Plains Road 2nd Floor Tarrytown, NY 10591	<b>CONTACT NAME:</b> Joseph Cannova <b>PHONE (A/C, No, Ext):</b> (914) 457-4238 <b>FAX (A/C, No):</b> (914) 457-4238		
	<b>E-MAIL ADDRESS:</b> jcannova@levittfuirst.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  Calgi Construction Co., Inc. 56 Lafayette Avenue Suite 350 White Plains, NY 10603	<b>INSURER A:</b> Southwest Marine & General Insurance Company		<b>12294</b>
	<b>INSURER B:</b> New York State Insurance Fund		<b>36102</b>
	<b>INSURER C:</b> Sentinel Insurance Company		<b>11000</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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:			PK2022CML00030	4/1/2022	4/1/2023	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
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK2022CML00030	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EX2022CML00011	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N    N/A			6870430	6/29/2020	6/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Inland Marine			16SBAPQ0246	6/5/2021	6/5/2022	Equipment	15,000
C	Commercial Property			16SBAPQ0246	6/5/2021	6/5/2022	BPP	130,200

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

EVIDENCE ONLY PROOF OF COVERAGE	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 





56 Lafayette Avenue, Suite 350 , White Plains, NY 10603

Direct Tel: (914) 682-9423

Fax: (914) 682-9420

[www.calgiconstruction.com](http://www.calgiconstruction.com)



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April 8, 2022

Town of Orangetown

**PROPOSAL FOR  
Construction Management Services  
Orangetown Hall Expansion Project  
RFP, Addendum #1, 2, 3 and  
attachments**

**This Proposal is based on the following;**

1. time period of commencing 4/18/2022 ending 9/30/2023
2. Projects and phases as described in the RFP and Addnm. #1, #2 & #3

## Pricing

**Lump Sum Price \$1,794,000.00**

Breakdown as follows

Preconstruction Phase (NIC)

Construction Phase \$1,794,000.00 for 18  
months 4/20/22 – 10/12/23

See attached:

- Staffing
- AIA contract as marked
- Insurance to be provide as per attached

The undersigned proposes to furnish and deliver the services describer in this RFP including Addendum 1, 2, 3 and the responding proposal to The Town Of Orangetown, at the prices state on this form and or within the proposal submitted.

By \_\_\_\_\_

Alferd D. Torreggiani, Member

Date: 4/8/2022



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## **Staffing**

<b><i>Sr. Project Manager</i></b>	<b><i>20 hours per week</i></b>	<b><i>@ \$150.00</i></b>
<b><i>Site PM</i></b>	<b><i>40 hours per week</i></b>	<b><i>@ \$110.00</i></b>
<b><i>Site Supervisor</i></b>	<b><i>40 hours per week</i></b>	<b><i>@ \$100.00</i></b>
<b><i>Document Control</i></b>	<b><i>40 hours per week</i></b>	<b><i>@ \$ 75.00</i></b>
<b><i>Administration</i></b>	<b><i>20 hours per week</i></b>	<b><i>@ \$ 50.00</i></b>
<b><i>Safety Cord.</i></b>	<b><i>8 hours per week</i></b>	<b><i>@ \$ 50.00</i></b>
<b><i>Scheduler</i></b>	<b><i>8 hours per week</i></b>	<b><i>@ \$ 80.00</i></b>

***All work on regular hours. No overtime included in base price***

***All reimbursable are added cost at cost plus 10%***



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## **Insurance**

- ***GL 2,000,000 / 4,000,000 Umbrella 5,000,000.00 Excess Libt. 5,000,000.00***
- ***Auto 1,000,000.00***
- ***Professional Liability 2,000,000.00 / 4,000,000.00***
- ***Workers Compensation***



# AIA<sup>®</sup> Document C132<sup>™</sup> – 2019

## Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
*(Name, legal status, address, and other information)*

and the Construction Manager:  
*(Name, legal status, address, and other information)*

for the following Project:  
*(Name, location, and detailed description)*

Orangetown Town Hall Expansion

The Architect:  
*(Name, legal status, address, and other information)*

The Owner and Construction Manager agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232<sup>™</sup>–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

- .2 Construction commencement date:
  
- .3 Substantial Completion date or dates:
  
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid or negotiated contract.)*

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:  
*(List name, address, and other contact information.)*

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Init.



§ 1.1.11 The Owner shall retain the following consultants and Contractors:  
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:  
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:  
(List name, address, and other contact information.)

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:  
(List any specific requirements and personnel to be included in the staffing plan, if known.)

~~§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any.  
(List name, legal status, address, and other contact information of any consultants.)~~

Init.



~~§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services.~~

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

**ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.



§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

~~§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:



(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

### ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

#### § 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary ~~Preconstruction and~~ Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

#### § 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.



~~§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.~~

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. ~~The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and~~



~~conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.~~

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

### § 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

Init.



§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

~~§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.~~

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.



§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. ~~The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1.~~ Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.



~~§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.~~

~~§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.~~

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require;

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require;

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.



§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, ~~the Construction Manager shall prepare, and the Construction Manager and~~ Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, with ~~no~~ additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*



Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	—
§ 4.1.1.2 Tenant-related services	—
§ 4.1.1.3 Commissioning	—
§ 4.1.1.4 Development of a commissioning plan	—
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	✓
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	—
§ 4.1.1.8 Assistance with site selection	—
§ 4.1.1.9 Assistance with selection of the Architect	—
§ 4.1.1.10 Furnish land survey	—
§ 4.1.1.11 Furnish geotechnical engineering services	—
§ 4.1.1.12 Provide insurance advice	—
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	—
§ 4.1.1.15 Owner moving coordination	—
§ 4.1.1.16 Coordination of Owner's Separate Contractors	✓
§ 4.1.1.17 Other Supplemental Services	—
	—

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

*(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

**§ 4.2 Construction Manager's Additional Services**

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's



schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.



§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.



§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.



## ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.



§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.



§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:  
*(Set forth below the amount of any termination fee, or the method for determining any termination fee.)*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender



providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*



§ 11.1.2 For Construction Phase Services in Section 3.3:  
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:  
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. *(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

## § 11.8 Payments to the Construction Manager

### § 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of (\$ \_\_\_\_\_) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( \_\_\_\_\_ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

\_\_\_\_\_ %

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser

Init.



Edition, dated as indicated below:  
(Insert the date of the E235-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

.4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## **Additions and Deletions Report for AIA<sup>®</sup> Document C132<sup>™</sup> – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:28:38 ET on 03/29/2022.

PAGE 1

Orangetown Town Hall Expansion

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:28:38 ET on 03/29/2022 under Order No. 2114251818 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

# Orangetown Town Hall Expansion Project, Town of Orangetown, NY

## Request for Proposals for a Construction Manager as Advisor

March 29, 2022

### 1. Proposals Due:

Friday, April 8, 2022

Submit one hard copy and one electronic copy via email

### 2. Project Scope:

Construction of an addition to the existing town hall including site work. See attached Drawings and Specifications.

The project has been bid and awarded to four separate prime contractors:

1. General Contractor: Vanas Construction Co., Inc.
2. Mechanical Contractor: S&L Plumbing and Heating Corp.
3. Electrical Contractor: Fanshawe, Inc. dba Rockland Electric
4. Plumbing Contractor: Lombardo Plumbing and Heating

The Owner's consultants:

- a. Architects: Lothrop Associates LLP, 333 Westchester Avenue, White Plains NY 10604.

Architect's consultants include:

Civil Engineer: Tectonic Engineering

MEP Engineer: CBK Engineering

Structural Engineer: B-Cubed Engineering

### 3. Duties and Responsibilities of Construction Manager

The Construction Manager (CM) will be required to review the plans and specifications to understand the scope of work of the Project. The CM will also be required to manage contract compliance and coordinate the various contractors and utility company schedules in order to avoid conflicts and to keep the project on schedule and within budget. The CM will be required to develop a phasing plan in order to maintain an uninterrupted flow of work. The CM will conduct weekly job meetings, safety meetings and will be responsible for maintaining all reports required to complete the project. The CM will attend bi weekly meetings with the Town representatives and submit progress reports. Monthly presentations are to be made to the Town Board. The CM will be required to perform the Basic Services set forth in the AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by the Town. An amended draft copy of AIA document C132-2019 is attached. A copy of the Town's Insurance requirements and Hold Harmless agreement are also attached.

### 4. Fee Proposal for Construction Management Services

#### A. Construction Manager's Pre-Construction Services

It is anticipated the construction documents for the project will be nearing completion when the CM is hired. The AIA document has been modified to reduce the CM's pre construction services accordingly. The proposal shall state the amount for the Pre-construction Services.

#### B. Construction Manager's Services during Construction

The Town requests the option of selecting the amount of field time required during construction and thus two fees are requested:

1. Part time Field Representation: State the amount to provide part time field representation of 20 hours per week.

2. Full time Field Representation: State the amount to provide full time field representation of 40 hours per week.

#### **5. Forms of Proposal Response and Fees**

Submit firm's qualifications including:

- Experience of the firm with similar projects with multiple prime contracts and municipal work. Provide references and contact information for these projects.
- Familiarity with Wicks Law requirements and reporting criteria.
- Quality and experience of proposed personnel demonstrating the ability of the Construction Manager to complete the project on time, within budget and with quality workmanship. Include resumes of staff.
- Energy efficiency reviews.
- Proximity of firm's offices to the project site and present workload.
- Fee structure for the pre-construction phase through close out of the project as previously defined. Include billing rates for projected staff to be on project.
- Estimate of time to complete construction.
- List of consultants on the firm's team.
- In addition, firms may provide supplementary materials further describing their capabilities and experience.

#### **6. Insurance Coverage**

The Construction Manager shall carry at a minimum \$5M per occurrence and \$5M aggregate General Liability insurance.

Once evaluated, the leading firm(s) will be invited to make a presentation to Town representatives to discuss their proposal.

The Town of Orangetown reserves the right to reject any and all proposals.



**Orangetown Town Hall Addition and Alterations - Lowest Bidders Bid Tabulation - Base Bid All Contracts**

BIDDER	BASE BID	CONTRACT NO.	BID PACKAGE CONTENTS COMPLETE	SCHEDULE OF VALUES PROVIDED	CONTINGENCY ALLOWANCE PROVIDED	REFERENCES CONTACTED AND INTERVIEWED	RESULTS	REMARKS
Vanas Construction Co., Inc.	\$ 13,927,000.00	1G	YES (See remarks)	YES	YES	YES	FAVORABLE	3 References vetted, Financial Statement received after receipt of bids
Joe Lombardo Plumbing and Heating	\$ 963,000.00	2P	YES	YES	YES	YES	FAVORABLE	4 References vetted
S & L Plumbing and Heating Corp.	\$ 2,243,000.00	3H	YES	YES	YES	YES	FAVORABLE	2 References vetted
Fanshawe, Inc. dba Rockland Electric	\$ 3,525,000.00	4E	YES	YES	YES	YES	FAVORABLE	3 References vetted
	<b>TOTAL BASE BID</b>							
	\$ 20,658,000.00							

**Proposed Project Construction Schedule**  
**for Orangetown Town Hall Addition and Alterations**

Bids Awarded and Contracts Executed:	April 1, 2022
Mobilization, Sitework, Submittals:	April 1, 2022 – May 31, 2022
Construction, New Addition:	May 31, 2022 – December 31, 2022
Demolition, South Building, Sitework:	January 1, 2023 – February 28, 2023
Sitework, interior alterations, South Facade:	March 1, 2023 – September 23, 2023
Substantial Completion:	September 23, 2023

## Addendum 1 - 3/31/2022

### Orangetown Town Hall Expansion Project, Town of Orangetown, NY

#### Request for Proposals for a Construction Manager as Advisor

March 29, 2022

**1. Proposals Due:**

Friday, April 8, 2022

Submit one hard copy and one electronic copy via email

**2. Project Scope:**

Construction of an addition to the existing town hall including site work. See attached Drawings and Specifications.

The project has been bid and awarded to four separate prime contractors:

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The Owner's consultants:

- a. Architects: Lothrop Associates LLP, 333 Westchester Avenue, White Plains NY 10604.

Architect's consultants include:

Civil Engineer: Tectonic Engineering

MEP Engineer: CBK Engineering

Structural Engineer: B-Cubed Engineering

**3. Duties and Responsibilities of Construction Manager**

The Construction Manager (CM) will be required to review the plans and specifications to understand the scope of work of the Project. The CM will also be required to manage contract compliance and coordinate the various contractors and utility company schedules in order to avoid conflicts and to keep the project on schedule and within budget. The CM will be required to develop a phasing plan in order to maintain an uninterrupted flow of work. The CM will conduct weekly job meetings, safety meetings and will be responsible for maintaining all reports required to complete the project. The CM will attend bi weekly meetings with the Town representatives and submit progress reports. Monthly presentations are to be made to the Town Board. The CM will be required to perform the Basic Services set forth in the AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by the Town. An amended draft copy of AIA document C132-2019 is attached. A copy of the Town's Insurance requirements and Hold Harmless agreement are also attached.

**4. Fee Proposal for Construction Management Services**

**A. Construction Manager's Pre-Construction Services**

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**B. Construction Manager's Services during Construction**

The Town requests the option of selecting the amount of field time required during construction and thus two fees are requested:

1. Part time Field Representation: State the amount to provide part time field representation of 20 hours per week.

**Addendum 2 - 3/31/2022**

**Orangetown Town Hall Expansion Project, Town of Orangetown, NY**

**Request for Proposals for a Construction Manager as Advisor**

**March 29, 2022**

**1. Proposals Due:**

Friday, April 8, 2022 at 11:00 am

Submit one electronic copy via email to Brett Huttman at [bhuttman@lothropassociates.com](mailto:bhuttman@lothropassociates.com)

**2. Project Scope:**

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Submit firm's qualifications including:

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- Fee structure for the pre-construction phase through close out of the project as previously defined. Include billing rates for projected staff to be on project.
- Estimate of time to complete construction.
- List of consultants on the firm's team.
- In addition, firms may provide supplementary materials further describing their capabilities and experience.

#### **6. Insurance Coverage**

- **Commercial General Liability with policy limits of not less than \$5,000,000 for each occurrence and \$ 5,000,000 in the aggregate for bodily injury and property damage.**
- **Workers' Compensation and Employer's Liability Policy: Covering operations in New York State pursuant to General Municipal Law, Section 108. The Contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees in compliance with the workers' compensation law.**
- **Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$ 2,000,000 per claim and \$ 4,000,000 in the aggregate.**
- **Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle.**
- **Umbrella Excess Liability: With limits no less than \$5,000,000, no exceptions.**

Once evaluated, the leading firm(s) will be invited to make a presentation to Town representatives to discuss their proposal.

The Town of Orangetown reserves the right to reject any and all proposals.



2. Full time Field Representation: State the amount to provide full time field representation of 40 hours per week.

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**Addendum 3 – 4/5/2022**  
**NOTE: Revisions are indicated in RED text.**

**Orangetown Town Hall Expansion Project, Town of Orangetown, NY**

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**March 29, 2022**

**1. Proposals Due:**

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Follow with one hard copy via mail to the Town of Orangetown, Town Clerk's Office at 26 W Orangeburg Road, Orangeburg, NY 10962.

**2. Project Scope:**

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**3. Duties and Responsibilities of Construction Manager**

The Construction Manager (CM) will be required to review the plans and specifications to understand the scope of work of the Project. The CM will also be required to manage contract compliance and coordinate the various contractors and utility company schedules in order to avoid conflicts and to keep the project on schedule and within budget. The CM will be required to develop a phasing plan in order to maintain an uninterrupted flow of work. The CM will conduct weekly job meetings, safety meetings and will be responsible for maintaining all reports required to complete the project. The CM will attend bi weekly (**every other week**) meetings with the Town representatives and submit progress reports. Monthly presentations are to be made to the Town Board. The CM will be required to perform the Basic Services set forth in the AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by the Town. An amended draft copy of AIA document C132-2019 is attached. A copy of the Town's Insurance requirements and Hold Harmless agreement are also attached.

**4. Fee Proposal for Construction Management Services**

(**Construction Manager's Pre-Construction Services have been removed**)

A. Construction Manager's Services during Construction

The Town requests the option of selecting the amount of field time required during construction and thus two fees are requested:



1. Part time Field Representation: State the amount to provide part time field representation of 20 hours per week.
2. Full time Field Representation: State the amount to provide full time field representation of 40 hours per week.

#### **5. Forms of Proposal Response and Fees**

Submit firm's qualifications including:

- Experience of the firm with similar projects with multiple prime contracts and municipal work. Provide references and contact information for these projects.
- Familiarity with Wicks Law requirements and reporting criteria.
- Quality and experience of proposed personnel demonstrating the ability of the Construction Manager to complete the project on time, within budget and with quality workmanship. Include resumes of staff.
- Energy efficiency reviews.
- Proximity of firm's offices to the project site and present workload.
- Fee structure for the pre-construction phase through close out of the project as previously defined. Include billing rates for projected staff to be on project.
- Estimate of time to complete construction.
- List of consultants on the firm's team.
- In addition, firms may provide supplementary materials further describing their capabilities and experience.

Submit a Lump Sum fee for the project, covering 18 months of services.

#### **6. Insurance Coverage**

- **Commercial General Liability with policy limits of not less than \$5,000,000 for each occurrence and \$ 5,000,000 in the aggregate for bodily injury and property damage.**
- **Workers' Compensation and Employer's Liability Policy: Covering operations in New York State pursuant to General Municipal Law, Section 108. The Contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees in compliance with the workers' compensation law.**
- **Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$ 2,000,000 per claim and \$ 4,000,000 in the aggregate.**
- **Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle.**
- **Umbrella Excess Liability: With limits no less than \$5,000,000, no exceptions.**

#### **7. Additional Information**

Field Office Trailer will be provided by the General Construction Contractor, equipped with the following:

- Telephone/Cellular telephone
- Computer with high speed internet connection for receiving and sending email messages and digital photographs, including keyboard, mouse, other necessary peripherals
- Printer-copier with 11" x 17" paper capacity
- Plan table and rack
- File cabinets
- Conference table with 10 chairs

- 54" large screen monitor for virtual meetings
- Under counter refrigerator
- Electrical power and telecommunications services

**8. Payment Information**

Payment for services rendered will be made monthly, in eighteen (18) equal payments.

**9. Milestone Dates**

The Construction Start Date shall be April 20, 2022

The Substantial Completion shall be October 12, 2023

Once evaluated, the leading firm(s) will be invited to make a presentation to Town representatives to discuss their proposal.

The Town of Orangetown reserves the right to reject any and all proposals.



GENERAL CONTRACTING • INTERIOR SPECIALTIES

COMMERCIAL • INDUSTRIAL • INSTITUTIONAL

Orangetown  
R. F. P. Construction management Services

### Management & Qualifications

- A. Key Const. Services, LLC. and Joseph Manfredi, PM have been providing Construction Management service for over 15 years
- B. Key Const. Services, LLC. along with Joseph Manfredi, PM (formerly William Manfredi Construction Corp.) has completed the following CM services
  1. **Presidential Park Elementary School**  
Project construction total \$55,000,000.00  
Enlarged City School District of Middletown  
Tom Scott, SB&G  
223 Wisner Ave.  
Middletown, NY  
845-326-1134
  2. **Bardavon 1869 Opera House Marquee & Box Office**  
Project construction total \$3,000,000.00  
Chris Sivia ED  
35 Market St.  
Poughkeepsie, NY  
845-473-5288
  3. **Bardavon 1869 Opera House Stage House Reconstruction**  
Project construction total \$3,000,000.00  
Chris Silva, ED  
35 Market St.  
Poughkeepsie, NY  
845-473-5288
  4. **Ulster Performing Arts Center Capital Improvements Phase 1**  
Project construction total \$2,000,000.00  
Chris Silva, ED  
623 Broadway  
Kingston, NY  
845-339-6088
  5. **Ulster Performing Arts Center Capital Improvements Phase 2**  
Project construction total \$3,000,000.00  
Chris Silva, ED  
623 Broadway  
Kingston NY  
845-339-6088



6. **Mid Hudson Addiction Recovery Renovation**

Project construction total \$1,000,000.00  
Wilfred Rhode, PC  
R. S. &A.  
40 garden St.  
Poughkeepsie, NY  
845-243-5719

C. **Orange County Emergency Housing Shelter-June 2018**

Project construction total \$2,200,000.00  
Jim Brooks, DC DPW  
2455 Route 17M  
Goshen, NY  
845-291-2770

**Ulster Performing Arts Center Capital Improvements Phase 3 -completion Nov. 2017**

Project construction total \$5,500,000.00  
Chris Silva, ED  
623 Broadway  
Kingston, NY  
845-339-6088

**Orange County Correctional Facility Constant Watch - Completion June 2018**

Project construction total \$2,500,000.00  
Jim Brooks, DC DPW  
2455 Route 17M  
Goshen, NY  
845-291-2770

- D. Financial Position is stable and our staff capability is excellent
- E. KCS,LLC. will manage the project as part of the TEAM, which includes the Owner, Architect, and Engineer, to achieve the objectives of the project economically, timely and safely.
- F. KCS,LLC. Fully understands the scope of services required as outlined in the RFP. We have over 35 years experience in working in and with School districts in the Hudson Valley. We have managed, renovated and constructed facilities of all sizes from \$500,000.00 to \$55,000,000.00. We have a competent staff of Project managers, Field Superintendents, CPM schedulers, and clerical assistants.
- G. KCS,LLC. has its own CPM scheduler which will maintain the project Schedule. Our Project manager and Field Supers have over 35 years experience in running and coordinating contractors. We have coordinated projects which has had over 16 different Prime contracts and 4 Owner Vendors under the same Construction Project.
- H. KCS,LLC. has worked with our clients from the conceptual stage and from final design stage. We use our experience in construction to value engineer, expose overlaps of work and eliminating the "GRAY" areas of the documents , which saves time and money. This also makes for an easier going for the project and all parties involved.

**I. Enlarged City School District of Middletown**

Tom Scott, SB&G  
 223 Wisner Ave.  
 Middletown, NY  
 845-326-1134

Robertson, Strong, Apgar Architects, PC  
 1054 James St. #2  
 Syracuse, NY 13203  
 315-472-7761  
 Larry Koch

*Project;* Presidential Park Elementary School  
 Project construction total \$55,000,000.00  
 # Of prime contracts - 11  
 Construction duration 2 years



GENERAL CONTRACTING • INTERIOR SPECIALISTS

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## Mission Statement

To earn the trust of our clients by providing them with a one-stop contracting service based on integrity, innovation, and aggressive performance. A service that utilizes high quality, outstanding customer service, superior workmanship and creative installation while building lasting and meaningful relationships.

Key Construction Services, LLC has its performance based organization in motion; continuing to gain trust and outstanding reputation. The owners of Key Construction Services, LLC envision the growth of our accomplished Company throughout the tri-state region, leading with a positive outlook in any market.

We look forward to "serving you and our community!"

Alfred D. Torreggiani

Owner, Key Construction Services, LLC



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## Key Construction Services, LLC Company Code of Conduct

### STATEMENT OF PRINCIPLES

Key Construction Services, LLC is committed to quality, innovation and above all integrity. Integrity is at the heart of everything we do. We are honest, ethical and upfront because trust is at the foundation of our relationships with our customers, our stakeholders and each other.

Key Construction Services, LLC- clients, owners, employees, subsidiaries and affiliates - are to follow high standards of ethical conduct and business practices. This means all Key Interior, LLC people shall commit to the following principles:

- e Strict adherence to the law
- o Honesty in personal and business dealings
- e Fairness and respect to all
- s Personal responsibility as an employee and as a citizen
- e Exercise of good judgment in business dealings and operational decisions

On rare occasions, these principles may mean loss of business. However, the Company's principles of integrity and trust are not available for compromise.

Key Construction Services LLC's Code of Conduct is the foundation for creating customer-focused quality. The pursuit of quality is the driving force of our Company.

Violations of the Code of Conduct at any level are not tolerated and may result in disciplinary or other legal action. Employees have a duty to report any suspected violations of the Code and can do so without fear of retribution. Reports may be made in person or anonymously.

### Key Construction Services , LLC Projects

Key Construction Services, LLC's projects are an extension of the Company itself. In all aspects of design, manufacture, sale and support the Company provides the highest level of quality and innovation. Key Interior, LLC is committed to a safe work environment, meeting or exceeding performance, durability and reliability needs of our clients.

327-329 Main Street - Poughkeepsie, New York - 12603

Phone: 845.454.1192 Fax: 845.454.1193



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## Terms of **Commercial Transactions**

Key Construction Services, LLC competes commercially within all regulatory and legal requirements. At all times Key Construction Services, LLC employees practice the high standards of business ethics, never permitting the reputation or legal standing of the Company to be jeopardized or questioned.

### **Key Construction Services LLC'S Competitors**

Key Construction Services, LLC competes fairly and vigorously with companies who provide similar products and services. Employees shall not disparage competitors or their products. In addition, employees shall not fraternize with the competitors as such conduct may give the appearance of collusion or unfair trading practices.

Key Construction Services, LLC respects confidential information about its competitors and does not solicit or accept confidential or proprietary competitor data. Employees who inadvertently receive any confidential information or become aware of an offer of such information should immediately contact the Legal Department.

### **Supplier Selection/Conflicts of Interest**

All Key Construction Services LLC's employees use non-discriminatory practices throughout the supplier and vendor selection process. Every employee avoids any situation in which personal or family interests of the Company. Any employee with a financial interest in an actual or potential supplier or customer must disclose that interest to management.

### **Receipt and Giving of Gifts**

In general, employees should neither accept nor offer gifts to customers or suppliers unless the gifts are designated as part of a recognized business event. Gifts exceeding US \$50 in value may be given or accepted only with the concurrence of an employee's supervisor. All gifts (except minor promotional token items) not approved by the employee's supervisor must be turned in to the Human Resources Department for further disposition.

### **Antitrust and Competitive Laws**

Employees comply with the antitrust laws of the United States in which the Company does business. These laws may cover agreements among competitors, agreements with sales agents/representatives, price discrimination and other acts that may unfairly reduce competition.

327-329 Main Street - Poughkeepsie, New York - 12603

Phone: 845.454.1192 Fax: 845.454.1193





## **Government Contracts**

Because Key Construction Services, LLC is a supplier to Federal, State and Local Governments in the U.S., Key Construction Services, LLC employees are expected to comply with all laws and regulations relating to government contracting and to cooperate fully with authorized government representatives who request information in connection with such contracts.

## **Equal Employment Opportunity/Diversity**

Key Construction Services, LLC is an equal opportunity employer. We make employment decisions without regard to race, color, religion, sex, age, national origin, disability or any other protected characteristic. The Company's recruitment, hiring, transfer, promotion and compensation policies are non-discriminatory. We believe that our diversity makes Key Construction Services, LLC stronger and is essential to our operating as a world class competitor.

## **Treatment of Other in Work Situations**

We know it is critical that we respect everyone at every level of our business. We champion diversity, embrace individuality and listen carefully when others speak. Harassment of any type in the workplace is not tolerated.

## **Safe Working Environment**

Key Construction Services, LLC is devoted to maintaining a workplace free from hazards which could cause physical harm to anyone. Prevention of occupationally related injuries and illnesses is the responsibility of every Key Construction Services, LLC employee. All employees are expected to report unsafe or hazardous working conditions immediately to their supervisors. All employees are to abide by Key Construction Services, LLC internal safety program as well as OSHA compliance.

## **Drugs and Alcohol Policy**

The possession, sale, use or being under the influence of illegal drugs (including prescription drugs, except in strict adherence to the prescription) or alcohol while on Company property, or during business work hours is prohibited.



## **Responsible Citizenship**

Key Construction Services, LLC is a responsible corporate citizen committed to improving the communities in which we operate. Key Construction Services, LLC actively supports initiatives designed to improve the communities in which they reside. Key Construction Services, LLC encourages employees to take part in community activities. In doing so, employees act only on behalf of themselves and not as representatives of the Company unless authorized to do so by management

## **Environmental Compliance**

Key Construction Services, LLC manages its business in way protective of the environment and conservation of energy and natural resources. In addition to complying with applicable environmental laws and regulations, Key Construction Services, LLC recognizes excellence in environmental management as being among the highest corporate priority.

## **Other Company Property**

Company property, equipment and facilities are not used for anything other than Company business without prior permission of the employee's supervisor.

## **Confidential and Proprietary Information**

Consistent with the Key Construction Services, LLC Employee Agreement, which is executed at the time of hire, no employee discloses confidential or proprietary information to anyone other than those within the Company who have a 'need to know.' Employees are to use every effort to protect and safeguard such information. Similarly, Key Construction Services, LLC employees respect confidentiality obligations stemming from their former employers.

## **Political Activities**

Personal participation in political activities is separate from corporate activities. The Company's name, trademarks and other property, i.e., stationary, business cards, etc., and work time are not to be used in connection with such activities. Political campaigning on Company property is prohibited.



Andron  
Construction  
Corporation

PROPOSAL for  
Construction  
Management as  
Advisor Services

## ORANGETOWN TOWN HALL

EXPANSION  
PROJECT

TOWN OF  
ORANGETOWN, NY

April 8, 2022

Andron Construction Corp.  
21 Anderson Lane  
Goldens Bridge NY 10526

[www.androncc.com](http://www.androncc.com)  
914 232-7531







Andron  
Construction  
Corporation

Construction Management  
Design-Build  
General Construction

21 Anderson Lane  
Goldens Bridge  
New York 10526

Tel 914 232-7531  
Fax 914 232-4185  
www.androncc.com

April 8, 2022

Town of Orangetown  
Town Clerk's Office  
26 W Orangeburg Rd,  
Orangeburg, NY 10962

Brett Huttman, RA  
Lothrop Associates LLP  
333 Westchester Avenue  
White Plains, NY 10604

Dear Town of Orangetown,

Thank you for inviting Andron Construction to submit a proposal to act as Construction Manager Advisor for the Orangetown Town Hall Expansion Project. We were disappointed not to be the low bidder for the General Contracting package, but the bidding effort provided us a detailed understanding of the project and we are confident we can bring great value to the project as your CM Advisor.

We have looked over the RFP carefully and we believe we are well-qualified to join your team. Andron offers our:

- extensive experience managing multiple prime projects and municipal work.
- successful management of multi-phased projects.
- thorough understanding of LEED processes and compliance requirements.
- great relationships with local vendors.
- high attention to safety.
- close location – our home office is 32 miles north of 26 Orangeburg Road.

We are builders, and we are experienced in every aspect of the construction process. From value engineering to buy-out, from early scheduling to full-on operations, from groundbreaking to close-out: we know that quality, cost and "time to market" are all crucial, and we act accordingly. Our experience comes from collaborating on many tough and technically challenging projects, and we bring that experience to the entire building process.

We hope you'll find our proposal to be excellent. We are a hands-on construction firm. We understand the importance of teamwork and know from experience that cooperation is the key to success. We look forward to being a member of the project team.

Sincerely,

Matthew A. Winter  
Senior Vice President /Preconstruction Director





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## FIRM CAPABILITIES AND EXPERIENCE

Andron Construction is a family owned and operated New York business corporation. Our construction professionals work as a team with designers and subcontractors to produce excellent value building successful, complex projects. Andron is one of the region's leading general contractors and construction managers. Since 1969, we have provided all phases of construction, from program development through final completion. Andron's profile—our people, our model, our size, our location—brings distinct advantages to our projects.

### ANDRON HAS THE RIGHT PEOPLE

We are knowledgeable construction professionals with a unique blend of technical and practical experience. Our professional staff includes graduate engineers, estimating and project management professionals, construction superintendents, and skilled trade workers—each with an average of 20 years of experience. This experience comes from building tough, technically challenging projects. Our goal is to form a team with you and your designers, to build safely and ethically, in a quality manner, on schedule, at a fair cost.

### ANDRON HAS THE RIGHT MODEL

Because we are builders, and not just consultants about building, the model for our approach to construction is unique. We are proactive, not reactive. We don't just monitor the process, we direct it. We know that quality, cost and "time to market" are all crucial for you, and we act accordingly. We are experienced in every aspect of the construction process. We have successfully built many complex projects, including primary and secondary schools, college buildings, corporate headquarters, hotels, biotech laboratories, and health care facilities. Our model gives you the opportunity to control the construction process and to make it work in your best interests.

### ANDRON IS THE RIGHT SIZE

We are large enough to employ all the tools and techniques required to build major projects. Our estimating, scheduling, project management, and accounting systems are second to none. Yet we're small enough that our senior managers will work directly with you every day. Our organizational structure is flat and simple. With us, you'll never get lost in the maze of a large firm. We know that your new facility is important to your future success. It will be equally important to us.

### ANDRON IS LOCAL

Most of our completed projects are within a 60-mile radius of our office in Goldens Bridge in Northern Westchester. No one knows the construction market in this region better than we do. We have relationships of mutual respect with the trade contractors who will work on your project. We know how and where to find the best values in materials and supplies. Our local knowledge and experience will not only bring the advantage of competitive material and labor pricing, but also the advantages that cooperation and teamwork bring to the day to day sequencing of complex and critical activities.

## UNIQUE QUALIFICATIONS

Successful construction projects require teamwork from preconstruction through completion. A construction manager's team members must have the capability to join the design professionals in a cooperative effort to meet the owner's requirements for a quality project. Andron's people, with our unique blend of technical and practical experience, have that capability. We are experienced construction people who know how to build. The Andron members of the project team carefully and deliberately apply their real-world experience to the design elements as they are refined, ensuring that the desired scope can be built within the desired time for the desired price.

- We are local. Located in Goldens Bridge NY, just 32 miles north of 26 Orangeburg Road, we perform most of our work within a 60 mile radius of our home office.
- We offer a direct line to our top management. Our company structure is flat, with each of the two principals of the company overseeing the project, from preconstruction through project closeout. As a result, communication, the most critical element in a successful project, is natural and continual. Response time is fast.
- We have an award-winning safety program. Our attention to safe work practices has produced an excellent record of low incidents and low loss of time. We believe that safety and quality go hand-in-hand: workers who pay attention to safety pay attention to their overall operation and produce high quality work.



## WE WORK LOCALLY

We have over 50 years experience in this construction market. We live here. We are not a regional or foreign contractor that has bought out a local contractor. We offer valuable knowledge of the local construction market and strong subcontractor/material vendor relationships that enhance bidding processes, material procurement, and interactions with government and regulatory groups. Our local presence also keeps rates competitive by reducing the need for travel and related expenses. Andron has strong relationships with the local workforce and trade organizations.

## WE MANAGE DIRECTLY

At Andron, everybody knows everybody. Our President oversees all field operations at Andron, and our Senior Vice-President oversees all preconstruction efforts. They each have over 35 years of experience in the construction industry, and their direct involvement with Andron projects ensures direct communication with clients and subcontractors. The projects in our portfolio range from half a million dollars to over a hundred million dollars. Our organizational structure allows us to scale up and to scale down. We meet the needs of our clients by being flexible and available to the nuances and challenges of each project.

## WE WORK SAFELY

Over 25 years ago, Andron management determined to improve safety performance, and instituted the **ZERO ACCIDENTS** goal and promised safety as a high priority. Concrete, measurable standards reflected in the performance evaluations of Andron employees and subcontractors have evolved into the comprehensive programs and policies that Andron deploys today. Safety is the first message received when a worker arrives on site. Safety is the first agenda item for every job meeting. Safety is practiced and reinforced daily and weekly through jobsite inspections and toolbox talks, quarterly through off-site team safety training and collaboration, and annually through our captive insurance program review and evaluation.

## OUR SAFETY RECORD

Safety is critical to a successful project. It does not happen by chance, but from careful attention to safe practices on the work site. Andron's people bring their safety experience and safe-workplace mentality to every project. We have high safety standards and we are proud of our safety record. Andron's attention to safety is evidenced by our 0.76 EMR (the insurance industry rating for safety). We continue our concerted effort to present a safe work site and to meet our zero accident goal.



**AGC AMERICA /CONSTRUCTION SAFETY EXCELLENCE AWARD** for unique safety programs, processes, safety excellence, and outstanding national performance /Building Division

- 2022 1<sup>st</sup> place winner – under 250,000 worker hours
- 2021 1<sup>st</sup> place winner – under 350,000 worker hours
- 2020 2<sup>nd</sup> place winner – under 250,000 worker hours
- 2019 3<sup>rd</sup> place winner – under 600,000 worker hours
- 2018 3<sup>rd</sup> place winner – under 100,000 worker hours
- 1996 2<sup>nd</sup> place winner

**AGC AMERICA /NATIONAL AGC SAFETY AWARDS PROGRAM** Certificate of Commendation for Excellent Safety Record Zero Incident Rate 50,000 work hours and over /Building Division

2021 • 2020 • 2019 • 2012 • 2011 • 2010 • 2008



**AGC NYS /SAFETY EXCELLENCE AWARD** for outstanding commitment, implementation and performance of industry safety practices

2021 • 2020 • 2019 • 2018 • 2017 • 2015 • 2012 • 2011



**CCIA /SAFETY RECOGNITION AWARD** in recognition of maintaining a formal safety and health program, and exceeding national safety statistics

Connecticut Construction Industries Association

2018 • 2017 Platinum Level

## RELEVANT EXPERIENCE

### WICKS LAW REQUIREMENTS AND REPORTING CRITERIA

As Wicks Law applies to many NYS public construction projects, we have plenty of experience with multiple prime contracts. Under the Wicks Law procurement model Andron has acted as the general trades contractor with contractual responsibility to coordinate directly with other prime contractors, and as the lead prime contractor, with contractual responsibility to schedule, coordinate and direct the work of the HVAC, plumbing and electrical trades. Our clients include **NYS OGS, DASNY, SUNY, MTA** and **NEW YORK BOTANICAL GARDEN**. Andron has also acted as Construction Manager on many successful Wicks Law Projects including multiple schools for Chappaqua Central School District, Pleasantville Central School District, Katonah Lewisboro School District, Bedford Central School District, and Edgemont School District. We are very familiar with any required reporting procedures as well as the special role that the Construction Manager holds to both coordinate the work and represent the Owner.

### MULTI-PHASED PROJECTS

Andron performed preconstruction, value engineering, and construction management w/GMP services for the new 176-bed addition, plus renovations to the existing buildings, at **ST. CABRINI NURSING HOME**, a fully occupied facility. It was critical to the owner that daily operations continued without disruption, to ensure the physical health of the patients and the financial health of the facility. To maintain the resident census and ensure continued revenue for the owner from patient services during construction, Andron divided what was intended as a three-phase project into 18 phases, providing for patient moves between each one from existing rooms to new or renovated ones, as well as shifting food service and administrative spaces so that there was never a gap in vital patient services. To maintain staff and visitor parking and access, Andron similarly phased the work so that crane pick locations, staging and unloading areas for precast members, and other activities rotated around the building. With each rotation, there were new designations for parking and site access. During the renovation of the 90-year-old Cluett Hall at **TRINITY PAWLING SCHOOL**, the owner's essential requirement was to continue occupied operations. The entire north wing and central tower were gutted and renovated, and the gabled roof reconstructed, while keeping the south wing operational for the students, faculty and staff.

### COMPLEX SITE LOGISTICS

One of our greatest strengths is the ability to manage complex construction projects around operating facilities. Much of our work proceeds in, or adjacent to, occupied spaces. We can build new buildings, and renovate existing buildings, without interference to ongoing programs and normal daily schedules. The **NEW YORK BOTANICAL GARDEN** site for the Nolen Glasshouses for Living Collections project was extremely small, and required precise access control and planning of deliveries and installation. The **SUNY MARITIME COLLEGE** mess hall needed to be completed while the cadets were at sea for summer training. Andron prepared a precise schedule, formed a strike team to address hidden conditions, and coordinated carefully with the other prime contractors.

## ENERGY EFFICIENT BUILDINGS

Andron has worked on significant LEED projects, from new construction to restorations of historic buildings. As well, we have worked in partnership with the Collaborative for High Performance Schools, whose mission is to promote positive environmental stewardship through well-designed, operated, and maintained K-12 educational facilities. We contribute to the certification effort by identifying and tracking items during the submittal process, and then streamlining all the information for submission to the U.S. Green Building Council. We approach our green projects in the same way that we approach our other projects: we aim for the highest quality at the best price. Please see pages 33-34 for more about our [LEED PROJECTS](#).

## SELECTED PROJECTS

We are experienced with maximizing productivity through phasing and sequencing, collaborating on design through value engineering, and controlling costs while protecting or accelerating the schedule. With attention to detail and proper planning throughout the construction process, Andron has produced high quality results for our clients.

The following projects highlight our work with multiple prime contracts and municipal work.

Please see our list of **REFERENCES** at the end of this proposal.



# NEW YORK STATE PARKS RECREATION & HISTORIC RESTORATION /PHILIPSE MANOR HALL

Yonkers, New York

**ANDRON CONSTRUCTION** General Contractor  
**ARCHITECT** Saratoga Associates Architects  
**PROJECT COST** \$8.8 million  
**SCHEDULED FINISH** July 2022

**PROJECT SCOPE** 1600's manor house:  
interior and exterior rehabilitation and  
site enhancements, plus construction of  
2-story addition for elevator and restrooms.  
Renovation includes interior and exterior  
architectural restoration projects; new  
electrical, information technology, security &  
fire detection systems; improved landscaping,  
lighting, parking and walkways; new  
seating areas, plantings & shade trees; ADA  
accessibility improvements.







preconstruction photo ©Andron Construction



preconstruction photo ©Andron Construction

CHELSEA DISTRICT HEALTH CENTER  
NYC Department of Design and Construction  
City of New York Department of Health & Mental Hygiene  
New York, New York



**ANDRON SERVICES** General Contractor  
**ARCHITECT** Stephen Yablon Architect, PLLC  
**PROJECT COST** \$23.7 million  
**PROJECT FINISH** November 2017  
**LEED** certified LEED-Gold

**PROJECT SCOPE** Complete interior gut renovation to landmark-quality Art Deco era public community health center, affecting approximately 17,000 SF of existing space. The project scope included interior demolition and ACM abatement, exterior façade demolition, select sitework and plantings, and exterior renovations including the addition of a glass curtainwall, all new windows, and façade restoration. The roof was replaced to accommodate the new infrastructure and MEP systems, and hosts a perforated Corian roof screen to hide this equipment from view. New interiors include an accessible front entrance, modern elevator, new finish carpentry and casework, doors and hardware, and hi-tech finishes and furnishings. New interiors maximize views and natural light, highlighting the location within a public park. Undulating wood ceilings and natural floor finishes complement the outdoor space. All construction was performed while preserving the building's original Art Deco exterior.







photos ©Michael Moran







**CHALLENGE: SCHEDULE AND PHASING** The Chelsea District Health Center had an original construction schedule of 23 months, with a phasing plan. This initial phasing plan was stymied early on by discovering additional Asbestos-Containing Materials /ACM requiring abatement. Additionally, deficiencies were discovered in the existing structure that required review and additional design. **SOLUTION** Andron worked with the owner to re-phase the job to ensure completion within the original duration. Andron surveyed conditions and provided timely reports to the design team to address issues without impacting the construction schedule. This project had aggressive MBE, WBE, and DBE goals mandated by State and City agencies. By working with these agencies, Andron not only met but exceeded all the requirements. Our team took on the role of mentor to assist the smaller contractors in successfully completing a project of this size. Our program aims to promote an inclusive vendor community and develop opportunities for construction-related businesses. We continually look for ways to identify qualified and capable firms through outreach, training, and mentoring activities.

**CHALLENGE: UPGRADING WINDOWS** The original contract called for window replacements in the basement and first-floor annex. As the building renovation came to life during construction, the owner began to question the initial window scope. It became apparent that, because of the nature and the detail of this major renovation, all the windows should be new. **SOLUTION** After debating what would be in the best interest of the health center and its constituents, the decision was made to replace every window. Since interior finishes have already begun, the construction schedule would suffer. However, Andron was determined to protect the construction schedule as much as possible. The existing windows were demo-ed and weather-protected, and the new windows were fabricated and installed – all while interior finishing work continued throughout the building.

**CHALLENGE: INNOVATIVE CONSTRUCTION TECHNIQUES** The original 1937 Chelsea District Health Center was built with structural terracotta block walls and waffle slab construction, a popular choice of the time. However, the fragile nature of this material required careful consideration during this renovation. One of the major design elements of the improved Chelsea District Health Center is a central, stainless steel staircase with a glass curtain wall that faces the park at the





“ Andron's performance and quality of work in this challenging and complex project was extraordinary. ”

Sergio Silveira, RA  
Assistant Commissioner, DDC

back of the building and extends from the basement up through the roof. The construction of this new stairwell required the exterior wall to be removed and replaced with an aluminum and glass curtain wall. **SOLUTION** To accomplish this, Andron surveyed the stair and the elevation after the demolition. It was determined that an additional structure was needed in the shaft. After coordinating with the architect and engineer, Andron provided additional shoring and structure for the new stair.

**CHALLENGE: NYC PARK ENVIRONMENT** The Chelsea District Health Center is located within a public park that is used by the neighborhood as well as the children attending the PS 33 public elementary school next door. Working within in a NYC Park creates a multitude of environmental and logistical concerns: public access needs to be safely delineated, trees and plantings need to be protected, noise and dust pollution must be kept to a minimum. **SOLUTION** The first item on every job meeting agenda was safety. Andron worked closely with the NYC Parks Department to ensure a comprehensive plan was created to address both construction and environmental needs in Chelsea Park. The park also presented other constraints: the space allowed for construction activity was small and the construction team faced limited site access, laydown, and storage area. In response to these special site limitations, Andron developed sequence procedures for close coordination of the procurement and delivery of materials and equipment on site as they were needed.

**CHALLENGE: BUILDING SUSTAINABILITY** Efficiency and durability were directives from the city's Department of Design and Construction. Upgrades were designed accordingly, and included energy-efficient lighting and windows, low-flow plumbing, recycled steel and wood fixtures, and easy to clean porcelain floors. The goal of the building was to be certified LEED-Gold. **SOLUTION** All construction was performed while preserving the building's original Art Deco exterior. To help meet the **LEED-GOLD** standards set forth by the owner and the architect, Andron monitored compliance requirements and streamlined the process. Product data and LEED items were identified early and tracked during the submittal process to facilitate the LEED certification, easing the burden on the architect and LEED consultant. We approached this green project in the same way that we approach all our projects: we aimed for the highest quality at the best price.

# SUNY MARITIME COLLEGE

Bronx, New York

**ANDRON SERVICES** General Contractor  
**ARCHITECT** Environetics Group Architects  
**FOOD SERVICE DESIGN** VisionBuilders & Design  
**PROJECT COST** \$3.88 million  
**PROJECT COMPLETION** August 2012

**PROJECT SCOPE** Dining hall renovation: complete gut of existing cafeteria and kitchen during the 3-month summer break. Construction of new 17,300 SF cafeteria, serving line and commercial kitchen. New finishes, as well as new mechanical, electrical and plumbing systems.



**CHALLENGES** SUNY Maritime carries on New York State's long tradition of seafaring by educating the next generation of merchant marine mariners. Like any military institution, the mess hall is a focal point of cadet life ashore. Andron's task was to perform a total renovation of the kitchen, servery, and mess hall while the cadet corps was at sea on their summer training cruise aboard the SS Empire State. The ship's sailing date and return date were set with military precision. Completion of the renovation could be no less precise: the mess hall could not be touched until the ship sailed and had to be ready to feed the cadet corps the moment when it returned. There were three principal challenges: [1] to meet the tight schedule; [2] to address hidden conditions endemic to any old building; [3] to coordinate construction with the major equipment procured under contract with a separate prime contractor.

**SOLUTION: TIME** Andron made the time constraint visible and tangible to the workers by setting up a countdown clock synced with a GPS map and location of the ship, showing the cadets moving toward port each day: a visualization of the impending completion deadline. When the ship came in, Andron was ready. The cadet corps returned to a totally renovated and brand-new mess hall.

**SOLUTION: HIDDEN CONDITIONS** Andron formed a strike team with the owner and design professionals, to investigate hidden structural and mechanical elements, modify the design as needed, and execute the changes so that other work could continue.

**SOLUTION: COORDINATION** Coordination is an essential skill for a building contractor – planning the sequence and location of work so that all elements (pipes, ducts, conduits) fit in the allotted spaces. Andron supplied the technical expertise so that the other prime contractor's kitchen and servery equipment could be installed in the proper place in the proper sequence to maintain the schedule.



“ I rarely witness a project managed quite so flawlessly. I am routinely impressed by your level of enthusiasm and efficient approach to project management. I am appreciative of all efforts made by the Andron team to bring this project to completion within our aggressive schedule; especially considering the many intricacies encountered. ”

Bill Hermann, Capital Program Manager  
SUNY Maritime College



photos ©Damira Maricic Photography



# PLEASANTVILLE UNION FREE SCHOOL DISTRICT /PLEASANTVILLE HIGH SCHOOL

Pleasantville, New York



**ANDRON SERVICES** Construction Management  
**ARCHITECT** Kaeyer, Garment & Davidson  
Architects, PC  
**PROJECT COST** \$33 million  
**PROJECT FINISH** September 2011

**PROJECT SCOPE** Major improvements to the Pleasantville High School, comprising renovation of the existing 136,000 SF building and 3 new additions totaling 32,300 SF. The major east and west additions compliment the historic 1929 main building, and include a new kitchen, cafeteria, library, media center, administration spaces and science rooms. Interior renovations throughout the existing building modify and modernize the facility. The project was executed in five critical phases to ensure the school would function during construction.







finished photos ©David Lamb | aerial photo ©Brennan Photo



# PEEKSKILL CITY SCHOOL DISTRICT /PEEKSKILL MIDDLE SCHOOL

Peekskill, New York

**ANDRON SERVICES** Construction Management  
**ARCHITECT** Peter Gisolfi Associates  
**PROJECT COST** \$60 million  
**PROJECT FINISH** August 2010

**PROJECT SCOPE** /MIDDLE SCHOOL 140,000 SF new construction, including a gymnasium, auditorium/theater, swimming pool and athletic fields. /HIGH SCHOOL renovation of library/media center, nine laboratories and science classrooms, student lockers, roof and athletic fields. /DISTRICT-WIDE upgrades including mechanical, safety, fire alarm and PA systems in six facilities.

The new middle school was constructed at an urban site adjacent to the existing middle school which remained in full operation during construction. Working as a team with the design professionals, Andron managed the construction of a facility with outstanding architectural values and excellent educational function—all within the available budget.





photos ©Norman McGrath



# CHAPPAQUA CENTRAL SCHOOL DISTRICT /SEVEN BRIDGES MIDDLE SCHOOL

Chappaqua, New York

**ANDRON SERVICES** Construction Management  
**ARCHITECT** Kaeyer, Garment & Davidson  
Architects, PC  
**PROJECT COST** \$34 million  
**PROJECT FINISH** August 2004

**PROJECT SCOPE** New 160,000 SF middle school, part of the \$51 million capital program for Chappaqua Central School District. Seven Bridges Middle School occupies an environmentally sensitive site above a stream that feeds the New York City water system reservoir, requiring adherence to strict NYS watershed laws. The design concept included harmony with environment; vegetation and site contours preserve the privacy of neighboring residences. Unique features include a copper standing seam roof, a suspended library over a 500-plus seat performing arts center, with sophisticated sound and lighting capabilities, including special systems for the hearing impaired.





2004 DESIGN AWARD

American Institute of Architects Westchester  
/Mid-Hudson Chapter



“ Andron has proven to be an exceptionally responsive, talented, and professional organization...If I were ever in a position to line up a construction company to build a school, or any facility for that matter, I would put Andron at the top of my list.”

Dr. Kenneth Mitchell, Principal  
Seven Bridges Middle School



photos ©David Sundberg/Esto



# PLEASANTVILLE SCHOOLS /BEDFORD ROAD ELEMENTARY SCHOOL

Pleasantville, New York

**ANDRON SERVICES** Construction Management

**ARCHITECT** Kaeyer, Garment & Davidson  
Architects, PC

**PROJECT COST** \$29 million

**PROJECT COMPLETION** November 2004

**PROJECT SCOPE** Pleasantville Union Free School District. 94,000 SF new construction on a steep site shared with the existing and occupied elementary school. The new school includes a full size gymnasium, theater, and exterior play area with an artificial turf field. Unusual soil conditions were discovered at the deepest point of the new foundation, which required reengineering of the design and rescheduling of the project. Complex issues were addressed and solved during the construction, resulting in a successful, on-time opening of the school.

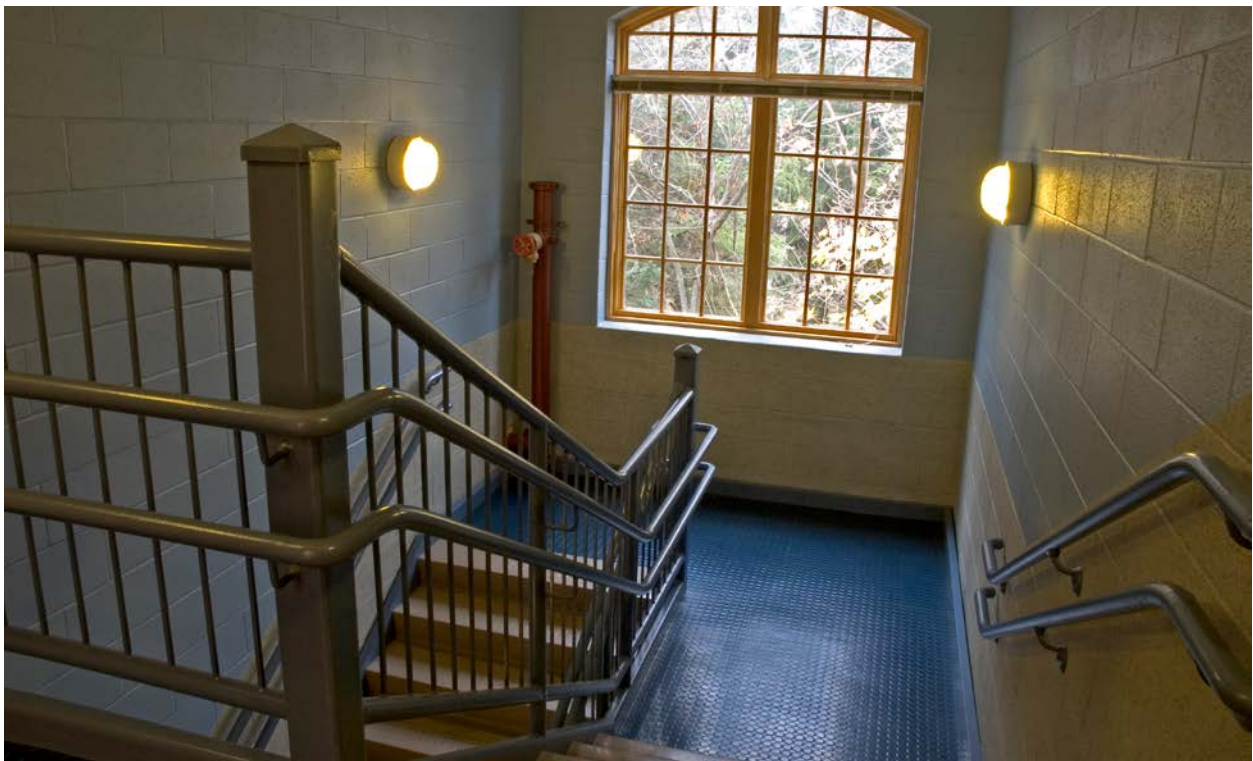






“The most impressive attribute of working with Andron is how they deal with the challenges of each project and bring all of their negotiation skills to bear to get the project done correctly.”

Russell A. Davidson, AIA, President  
Kaeyer Garment & Davidson Architects, PC



photos ©Lydia Gould Bessler

# ROCKLAND CHILDREN'S PSYCHIATRIC CENTER

Rockland County, New York

**ANDRON SERVICES** General Contractor

**ARCHITECT** Urbahn Architects

**PROJECT COST** \$24.6 million

**PROJECT COMPLETION** May 2009

**PROJECT SCOPE** New construction for DASNY. The new 56-bed facility provides a modern therapeutic environment that supports a multi-faceted effort to improve clinical research and training in the field of child mental health.







rendering ©Urbahn Architects



construction photos ©Andron Construction



# ORANGE COUNTY COMMUNITY COLLEGE

Middletown, New York

**ANDRON SERVICES** General Contractor

**ARCHITECT** Mesick-Cohen-Waite, Architects

**PROJECT COST** \$2.7 million

**PROJECT COMPLETION** April 1993

**PROJECT SCOPE** 25,000 SF historic restoration of the 1902-1906 Webb Horton House, now called Morrison Hall and used as the SUNY Orange administration building. Refurbishment of architectural details and finishes including stonework, masonry repair, exterior marble, mosaic floors, masonry cleaning, masonry pointing, ornamental metal work, finish carpentry, wood stile and rail doors, wood window restoration, wood flooring restoration, interior stonework, interior ornamental plaster work, together with the modernization of systems. Morrison Hall is a landmark mansion (National Register) located on the Orange County Community College campus.



photos © Woodruff/Brown Photography

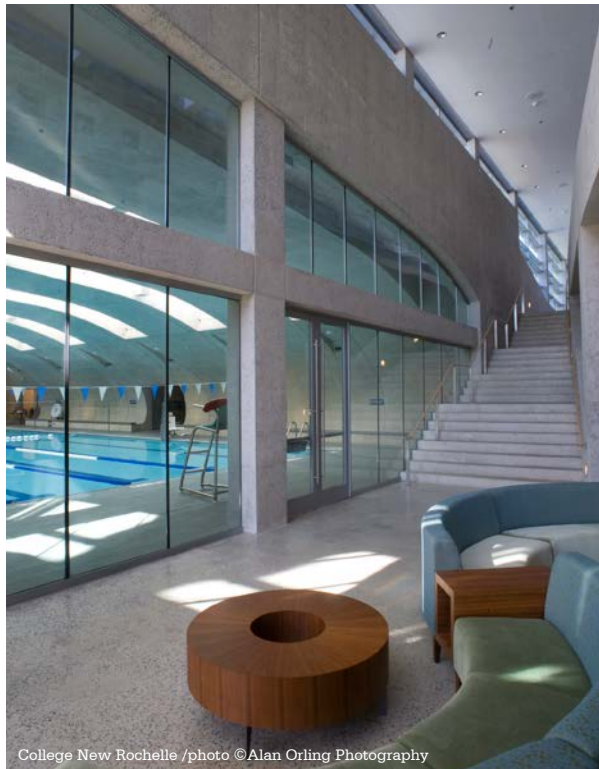


## LEED & NGBS PROJECTS

Andron has worked on significant LEED projects, from new construction to restorations of historic buildings.

In 2008, we completed our first LEED project, the College of New Rochelle Wellness Center. The building involved tremendous technical complexity, with exposed architectural concrete and intricate geometry of the pool area. Additionally, unexpected site conditions were a burden to the project schedule and budget. In response, Andron's team devised creative solutions that met the owner's goals for quality, cost, and schedule. The project achieved the desired LEED-Silver certification and also won a national award for excellence in construction and teamwork.

We approach our green projects in the same way that we approach our other projects: we aim for the highest quality at the best price.



### UCONN HEALTH /ACADEMIC BUILDING certified LEED-Gold

Centerbrook Architects & Planners  
Farmington CT /October 2017  
\$2.6 MILLION Andron Carpentry performs work for Skanska on the 12,800 SF Academic Building addition. High LEED scores were earned for Sustainable Sites, Water Efficiency, and Innovation; perfect scores were earned for Development Density and Community Connectivity, Alternative Transportation-Public Transportation Access, and Water Efficient Landscaping. Andron Carpentry contributed to the LEED effort through material purchasing, construction waste management, and post-consumer recycling operations.

### CHELSEA DISTRICT HEALTH CLINIC certified LEED-Gold

Stephen Yablon Architect, PLLC  
New York NY /November 2017  
\$17 MILLION Complete interior gut renovation to landmark-quality Art/Deco era public community health center. LEED-qualified features include hi-tech finishes and furnishings; maximized views and natural light, highlighting the location within a public park. Curved wood ceilings and natural finish floors complement the natural outdoor space.

### ELIZABETH SETON PEDIATRIC CENTER certified LEED-Gold

Perkins Eastman Architects PC  
Yonkers NY /February 2012  
\$77 MILLION New skilled nursing facility providing special rehabilitative and palliative healthcare for children with complex clinical conditions and disabilities. All materials were chosen for ease of maintenance and environmental sustainability.

**JONATHAN ROSE COMPANIES  
METRO GREEN APARTMENTS**

certified LEED-Gold

Perkins Eastman Architects PC  
Stamford CT /August 2009  
\$12.8 MILLION Mixed-use residential apartment building. LEED-qualified features include energy-efficient mechanical systems, a high-performance roof and insulation system, as well as green building materials including recycled and low VOC components.

**NEW YORK BOTANICAL GARDEN  
LILLIAN AND AMY GOLDMAN STONE MILL**

certified LEED-Silver

Einhorn Yaffee Prescott Architects  
Bronx NY /July 2010  
\$4 MILLION Restoration of the 169-year-old Snuff Mill, a National Historic Landmark. LEED-qualified features include a breathable cedar-shingled roof, custom thermal storm windows, reclaimed oak flooring, stormwater runoff treatment, and native plantings.

**COLLEGE OF NEW ROCHELLE**

certified LEED-Silver

icon.5 architects  
New Rochelle NY /May 2008  
\$25.1 MILLION New 54,000 SF 2-story Wellness Center. LEED-qualified features include high performance design strategies, such as recyclable and natural materials, grass roofs, day lighting and ground source heat pumps.

**GRANT PARK II**

certified LEED-Silver

H2M Architects and Engineers  
Yonkers NY /October 2015  
\$17 MILLION New construction, designed for energy conservation and efficiency. Affordable housing community consisting of 56 one- two- and three-bedroom apartments. The project replaces outdated, inadequate housing and provides jobs and economic stimulus to the local community.

**GREEN CHIMNEYS CHILDREN'S SERVICES**

certified LEED-Silver

Perkins Eastman Architects PC  
Brewster NY /March 2011  
\$14.9 MILLION 36,500 SF of new construction to replace existing dorms. LEED-qualified features include construction activity pollution prevention, cool roof system, water-efficient landscaping, optimized energy systems with enhanced refrigerant management, construction waste management and recycling, use of low-emitting finishing materials, lighting control systems, thermal comfort design and use of daylight and views.

**NATIONAL GREEN BUILDING STANDARD**

**THE CLUB AT BRIARCLIFF MANOR**

certified NGBS-Gold

Briarcliff Manor, New York  
Perkins Eastman Architects PC  
Sullivan Architecture PC  
Briarcliff Manor NY /October 2019  
\$132.4 MILLION New construction. The Club at Briarcliff Manor is a luxury fee-for-service Senior Living Community situated on a 59-acre site, including Independent and Supportive Living. A future Phase III includes 24 townhomes and 13 Villas. Total new construction for the completed Phase I model homes and the current Phase II living community is approximately 355,000 SF.

## PROPOSED PROJECT TEAM

The majority of our staff have been with Andron over 20 years, enabling the creation of a responsive team with natural synergy to build your project.

Project Manager David Augenbraun will be assigned to your project. David is a Civil engineer who has been with Andron for 22 years and has successfully completed many Wicks Law and multi-prime projects. David will report directly to our Chief Operating Officer /President during the construction phase. Robin Stark will shepherd Andron's effort during the brief preconstruction period. Robin has an Architecture degree and more than a decade of CM and preconstruction experience with Andron. Robin will report directly to our Preconstruction Director /SVP.

**PRESENT WORKLOAD** Andron has approximately \$30 million of work in progress, all of which will be completed in 2022. We expect to begin a \$30 million, 15-month project in August. Our average annual revenue is \$60 million. David Augenbraun has recently completed a project for a long-time client and is ready to commit his full resources to your Orangetown Town Hall Expansion Project.

Andron's in-house team is robust, and we don't anticipate hiring any consultants for this project.

PRESIDENT /CHIEF OPERATIONS OFFICER

**CHARLES F. WINTER, JR.**

As President of Andron, Mr. Winter has overall responsibility for the successful completion of every Andron project. As chief operation officer, Mr. Winter is responsible for the successful performance of Andron field operations on all projects under construction. He supervises on-site teams to ensure complete owner satisfaction. With over 30 years in the construction industry, he is a past Chair and Steering Committee Member of the General Contractors of America /Young Contractors Forum. A graduate of Dickinson College, Mr. Winter joined Andron in 1990 and has worked at all management levels, from field to office positions.

SENIOR VICE PRESIDENT /PRECONSTRUCTION DIRECTOR

**MATTHEW A. WINTER**

As Senior Vice President of Andron, Mr. Winter has overall responsibility for the successful completion of every Andron project. As Preconstruction Director, he directs all preconstruction activities including identification of opportunities, preparation of bids and proposals, progress estimates, phasing, logistics planning and scheduling. His experience at Andron began as carpenter apprentice /journeyman carpenter and includes estimating and project management. With a B.A. from St. Lawrence University, he served the Peace Corps in Honduras, then owned and operated a residential construction firm in Colorado before rejoining Andron in 2000.

TREASURER /CHIEF FINANCIAL OFFICER

**DONALD L. BENSON**

A certified public accountant specializing in construction accounting for more than 30 years, Mr. Benson has had overall responsibility for Andron's job cost systems, financial, information technology and risk management functions since 1985. He holds a B.A. in accounting from Queens College CUNY, and is a founding member of the New York City chapter of the Construction Financial Management Association of America.



CONTROLLER

**MARISSA MAHNCKE**

Ms. Mahncke manages the day-to-day functions of Andron's accounting and financial systems. With a business degree from the Lubin School of Business at Pace University, she joined Andron as Payroll Manager /Job Cost & Receivables, and now has over 20 years of experience in construction accounting. As Controller, her areas of responsibility at Andron include: accounting department oversight, financials, year end audit, job cost reporting, MWBE reporting, Insurance & LTD, claims management reporting & monitoring, SDI, and 401k.

CHIEF ESTIMATOR

**DOMINIC A. BUETI**

Mr. Bueti is the senior Andron executive responsible for all aspects of construction estimating—including final bid preparation, negotiation of trade contract scope and prices, negotiation of material procurement, and performance of constructability review. He holds a B.S. in Construction Management from the University of Maryland and a B.A. in Environmental Systems from SUNY Buffalo. He has over 25 years of construction experience, and has also worked at Andron as Project Engineer and Project Manager.

CHIEF INFORMATION OFFICER /ENGINEERING MANAGER

**MICHAEL HÄNDLMAIER**

Mr. Händlmaier is responsible for all aspects of engineering services at Andron, which include project scheduling, technical review of product data and shop drawings, mechanical coordination, and constructability reviews. He is also responsible for Andron's information technology and computer systems, and takes part in general business planning regarding technology and systems required to preserve company operations and competitiveness. He holds an M.B.A. in economics from Regis University and an M.S. in civil and environmental engineering from the German Armed Forces University. Since joining Andron in 2004, Mr. Händlmaier has been instrumental in transforming Andron's information systems and applications.

# DAVID AUGENBRAUN

## Project Manager

Education University of Pennsylvania  
B.S. Civil Engineering 1986

Professional Training OSHA 30 Hour Construction Safety & Health  
NYC DOB 4 Hour Supported Scaffold  
OSHA Construction Fall Protection

### EXPERIENCE

Mr. Augenbraun holds a B.S. in civil engineering from the University of Pennsylvania. He joined Andron in 1999, and has over 30 years of project management experience on major commercial and education projects in the New York area. As project manager, his responsibilities are to plan and direct the work, resolve technical issues, develop proper phasing, maintain the schedule, monitor submittals and control costs; to ensure that the results will meet or exceed the owner's requirements.

2021–present **ANDRON CONSTRUCTION**  
Project Manager

- United Hebrew /Willow Gardens (New Rochelle NY) \$5.9 million renovation of Gutner Pavilion lower level into memory care facility: 14,220 SF fit-out.

2005–2021 Senior Project Manager

- CRRC Development /Homes for the Homeless (Bronx NY) \$30 million 71,000 SF new 6-story building, providing transitional housing and support for low-income families with children
- Riverspring Health /Hebrew Home at Riverdale (Riverdale NY) \$19.8 million 64,000 SF renovation of Gilbert Pavilion to create new assisted living and memory care units
- Tappan Zee Hudson River Crossing Permanent Maintenance Building (Rockland/Westchester Counties NY) \$21.5 million new 26,000 SF highway maintenance facility
- Chelsea District Health Center (New York NY) \$17 million 17,000 SF interior gut renovation to landmark-quality Art-Deco era public community health center
- Elizabeth Seton Pediatric Center /Ventilator Bed Addition (Yonkers NY) \$15.9 million new 31,500 SF addition and 8500 SF of renovations to skilled nursing facility
- Grant Park II (Yonkers NY) \$17 million affordable housing community
- NYC School Construction Authority /P.S. 290 (Queens NY) \$47 million 104,000 SF new primary school
- NYC School Construction Authority /Community Health Academy (New York NY) \$44 million new middle and high school building with health clinic
- NYC School Construction Authority /P.S. 79 (Bronx NY) \$50 million capital expansion to Public School 79
- DASNY Rockland Children's Psychiatric Center (Orangeburg NY) \$24.6 million new modern therapeutic facility
- United Hebrew Geriatric Center Skalet & Kramer Pavilions (New Rochelle NY) \$37 million 56,000 SF additions and renovations to existing assisted living facility
- New York Botanical Garden (Bronx NY) \$1.5 million new Children's Entrance
- United Hebrew /Willow Towers (New Rochelle NY) \$22 million new construction 117,000 SF 129-bed assisted living facility
- Rye City School District (Rye NY) \$22 million capital program
- College of New Rochelle (New Rochelle NY) \$23 million certified LEED-Silver new health and wellness center

1999–2005 Project Manager

- Katonah-Lewisboro School District (Town of Lewisboro NY) \$23 million district-wide capital program 2005
- Pleasantville School District (Pleasantville NY) \$29 million new elementary school
- Fresh Air Fund (Fishkill NY) \$10 million capital program at Sharpe Reservation

1998–2000 Project Manager, CorJen Construction  
1986–1998 Project Manager and Project Engineer, Whiting-Turner Contracting Co.



# ROBIN L. STARK

## Preconstruction Manager

Education	Massachusetts Institute of Technology /School of Architecture B.S. Art and Design 1994
<b>EXPERIENCE</b>	With a B.S. of Architecture from M.I.T., Ms. Stark has over 10 years of experience in the management of major commercial and residential construction projects. As Preconstruction Manager, Ms. Stark brings her skills to the initial phase of building projects, evaluating all design documentation for cost, scheduling, and procurement.
2020–present	Preconstruction Manager, ANDRON CONSTRUCTION <ul style="list-style-type: none"><li>• The Mulford Corporation /Longfellow Senior Housing (Yonkers NY) \$23.7 million new 60-unit modular senior housing development</li><li>• Wolf Conservation Center (South Salem NY) \$10 million new classroom pavilion and campus program upgrade</li><li>• Adira at Riverside Rehabilitation /Dialysis Suite (Yonkers NY) \$13 million rehabilitation facility expansion accommodate new dialysis chairs</li><li>• Andrus on Hudson ((Yonkers, NY) \$7 million renovations and alterations to second floor and mezzanine levels of existing senior care facility</li><li>• JCCA /Fiber Loop &amp; Telephone Infrastructure (Pleasantville, NY) \$385 thousand fiber optic and telephone upgrades</li><li>• Caramoor Center for Music &amp; the Arts /Friends Field Band Shell (Katonah NY) \$412 thousand outdoor venue for a wide range of casual listening programs</li><li>• SAIL at Ferncliff Manor (Yonkers, NY) \$22 million new student residences and renovation and addition to existing administration and classroom building</li></ul>
2010–2020	Homeschool Teacher, primary instructor for her four sons, until the eldest reached eighth grade.
2008–2010	ANDRON CONSTRUCTION Carpentry Division <ul style="list-style-type: none"><li>• Purchase order processing</li></ul>
2005–2007	Accounting Department <ul style="list-style-type: none"><li>• Assisted with payroll, subcontractor payments and other accounting roles</li></ul>
2003–2005	Project Manager <ul style="list-style-type: none"><li>• Bedford Central School District \$21.5M renovations:<ul style="list-style-type: none"><li>◦ Bedford Village Elementary School: mechanical and infrastructure upgrades</li><li>◦ West Patent Elementary School: infrastructure upgrades</li><li>◦ Pound Ridge Elementary School: new Kindergarten and library additions, mechanical and infrastructure upgrades</li></ul></li></ul>
2001–2003	Project Engineer <ul style="list-style-type: none"><li>• Chappaqua Central School District \$34 million new middle school</li></ul>
1997–2001	Assistant Project Manager, Tocci Building Corporation <ul style="list-style-type: none"><li>• Candlewood Suites Hotel /Jersey City NJ new 8 story residence hotel</li><li>• Spring Meadows /Trumbull CT new 150 unit assisted living facility</li><li>• Spring Meadows /Summit NJ new 80 unit assisted living facility</li><li>• Apartment Complex /South Orange NJ new 200 unit complex</li><li>• Candlewood Suites Hotel /Burlington MA new 100 unit residence hotel</li><li>• Candlewood Suites Hotel /Braintree MA new 130 unit residence hotel</li><li>• Linens 'n Things /Newton MA new store</li></ul>
1995–1997	Computer Teacher, Parkside Christian Academy /Jamaica Plains MA
1994–1995	Computer Aide, Crittendon Middle School /Armonk, NY

# CHARLES F. WINTER, JR.

President /Chief Operations Officer

Education	Dickinson College B.A. 1988
Professional Association	Board of Directors, Associated General Contractors of NYS
Professional Training	OSHA 30 Hour Construction Safety & Health NYC DOB 4 Hour Supported Scaffold OSHA Construction Fall Protection

## EXPERIENCE

As President of Andron, Mr. Winter has overall responsibility for the successful completion of every Andron project. As chief operation officer, Mr. Winter is responsible for the successful performance of Andron field operations on all projects under construction. He supervises on-site teams to ensure complete owner satisfaction. With over 30 years in the construction industry, he is a past Chair and Steering Committee Member of the General Contractors of America /Young Contractors Forum. A graduate of Dickinson College, Mr. Winter joined Andron in 1990 and has worked at all management levels, from field to office positions.

2021–present	<b>ANDRON CONSTRUCTION</b> President and Chief Operations Officer
2010–2021	Chief Operations Officer <b>SELECTED PROJECTS</b> <ul style="list-style-type: none"><li>• Fishkill Correctional Facility (Beacon NY) \$13.257 million kitchen and mess hall rehabilitation</li><li>• Riverspring Health /Hebrew Home at Riverdale (Riverdale NY) \$19.8 million 64,000 SF renovation of Gilbert Pavilion to create new assisted living and memory care units</li><li>• CRRC Development /Homes for the Homeless (Bronx NY) \$30 million 71,000 SF new 6-story building, providing transitional housing and support for low-income families with children</li><li>• The Club at Briarcliff Manor phase II (Briarcliff Manor NY) \$127.2 million 345,000 SF new continuing care retirement community</li><li>• Chelsea District Health Center (New York NY) \$17 million 17,000 SF interior gut renovation to landmark-quality Art-Deco era public community health center</li><li>• Jewish Home Lifecare ALP and Zweig Renovation (Bronx NY) \$17.7 million new 45,000 SF 6-story 72-bed Assisted Living Program Building plus renovations to skilled nursing facility</li><li>• Storm King School (Cornwall-on-Hudson NY) \$3.5 million exterior and interior remodel and renovations plus new maintenance building with wastewater treatment system</li><li>• Kendal on Hudson Project ReNEW (Sleepy Hollow NY) \$15.85 million campus reconfiguration of CCRC skilled nursing facility</li><li>• Sarah Neuman Pavilion 1 &amp; 3 (Mamaroneck NY) \$4.6 million complete gut renovation of two floors at the skilled nursing facility</li><li>• MTA MetroNorth Rail Road New Haven Line (NYS Stations) \$21.5 million structural repair and rehabilitation to 6 stations</li><li>• NYC School Construction Authority—P.S. 290 (Queens NY) \$47 million 104,000 SF new construction</li><li>• Jewish Home Lifecare—Assisted Living Program (Bronx, NY) \$15 million new 45,000 SF 6-story 72-bed Assisted Living Program Building</li><li>• Jewish Home Lifecare—Zweig Renovation (Bronx, NY) \$4 million renovation to the existing Zweig skilled nursing building.</li><li>• School Construction Authority—Community Health Academy (New York NY) \$44 million new middle and high school building with health clinic</li><li>• SUNY Maritime College (Yonkers NY) \$3.8 million fast-track dining hall renovation</li><li>• Elizabeth Seton Pediatric Center (Yonkers NY) \$77 million new skilled care facility</li><li>• Pleasantville Union Free School District (Pleasantville NY) \$33 million capital expansion to HS</li><li>• NYC School Construction Authority (Bronx NY) \$50 million capital expansion to PS 79</li></ul>
2005–2010	Senior Project Manager
1996–2005	Project Manager
1990–1996	Project Engineer





# MATTHEW A. WINTER

## Senior Vice President /Preconstruction Director

Education	St. Lawrence University B.A. 1990
Professional Association	U.S. Green Building Council LEED Green Associate Chair, Kent Planning and Zoning Commission
Professional Training	OSHA 30 Hour Construction Safety & Health NYC DOB 4 Hour Supported Scaffold OSHA Construction Fall Protection American Red Cross /CPR + First Aid

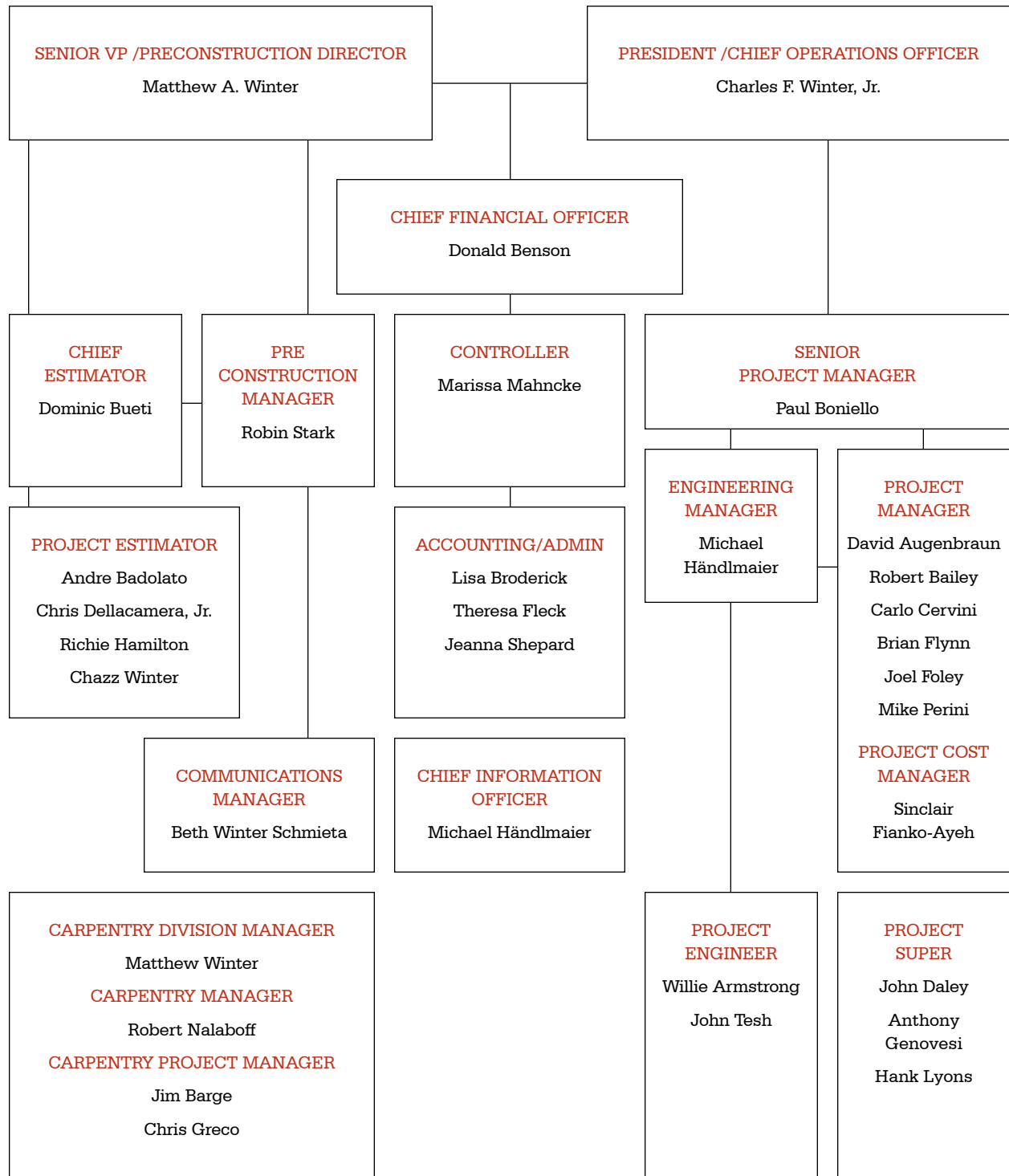
### EXPERIENCE

As Senior Vice President of Andron, Mr. Winter has overall responsibility for the successful completion of every Andron project. As Preconstruction Director, he directs all preconstruction activities including identification of opportunities, preparation of bids and proposals, progress estimates, phasing, logistics planning and scheduling. His experience at Andron began as carpenter apprentice /journeyman carpenter and includes estimating and project management. With a B.A. from St. Lawrence University, he served the Peace Corps in Honduras, then owned and operated a residential construction firm in Colorado before rejoining Andron in 2000.

	<b>ANDRON CONSTRUCTION</b>
2021–present	Senior Vice President and Preconstruction Director
2011–2021	Preconstruction Director <b>SELECTED PROJECTS</b> <ul style="list-style-type: none"><li>• The Mulford Corporation /Longfellow Senior Housing (Yonkers NY) \$23.7M new 60-unit modular senior housing development</li><li>• Wolf Conservation Center (South Salem NY) \$10M new classroom pavilion and campus upgrade</li><li>• Adira at Riverside Rehabilitation /Dialysis Suite (Yonkers NY) \$13M facility expansion</li><li>• Olshan Properties /Parkchester Gardens (Bronx NY) \$64M 210-unit senior housing</li><li>• United Hebrew /Willow Gardens (New Rochelle NY) \$5.9M renovation: 14,220 SF fit-out of Gutner Pavilion lower level into memory care facility</li><li>• SAIL at Ferncliff Manor (Yonkers, NY) \$22M new student residences and renovation and addition to existing administration and classroom building</li><li>• Riverspring Health /Hebrew Home at Riverdale (Bronx NY) \$22.5M assisted living renovation</li><li>• Caramoor Center for Music &amp; the Arts /Visitor Experience (Katonah NY) \$3.6M central outdoor performance space, walkways, ticket center and kinetic sculpture</li><li>• CRRC Development (Bronx NY) \$31.7M new 6-story low-income transitional family housing</li><li>• The Club at Briarcliff Manor (Briarcliff Manor NY) \$127.2M 355,000 SF new CCRC</li><li>• Kendal on Hudson Project ReNEW (Sleepy Hollow NY) \$15.85M CCRC campus reconfiguration</li><li>• Grant Park II (Yonkers NY) LEED-Silver \$17M affordable housing community</li><li>• Guilford Public School District (Guilford CT) \$3.7M Andron Carpentry for O&amp;G Industries/ Fusco Corporation on new \$92.2M high school building</li><li>• United Hebrew Willow Gardens (New Rochelle NY) \$15.5M renovation to the Gutner Pavilion assisted living facility</li><li>• Sarah Neuman Pavilion 1 &amp; 3 (Mamaroneck NY) \$4.6M complete gut renovation of two floors at the skilled nursing facility</li><li>• NYC School Construction Authority /Community Health Academy (New York NY) \$44M new middle and high school building with health clinic</li></ul>
2004–present	Senior Project Manager /Carpentry <ul style="list-style-type: none"><li>• Mr. Winter oversees the carpentry division at Andron Construction</li></ul>
2004–2011	Senior Project Manager and Senior Project Manager /Carpentry
2000–2004	Estimator
1993–2000	Owner, Cedar Ridge Construction, Crested Butte CO • residential construction
1990–1993	Volunteer, U.S. Peace Corp. Honduras • operated agricultural extension service in rural village
1983–1990	Laborer and Apprentice Carpenter, Andron Construction • various projects during summers



# ANDRON ORGANIZATIONAL CHART



## FEE PROPOSAL

### Fee Proposal for Construction Management Services

- 20 hours /week: part time Field Representation

We believe that 20 hours will not be enough time to successfully provide the required CM services as stated in the RFP: review the plans and specifications to understand the scope of work • manage contract compliance and coordinate the various contractors and utility company schedules • keep project on schedule and within budget • develop phasing plan to maintain uninterrupted flow of work • conduct weekly job meetings and safety meetings • maintain all reports required to complete project • attend bi weekly (every other week) meetings with the Town representatives and submit progress reports • make monthly presentations to the Town Board • perform the Basic Services set forth in the AIA Document C132-2019, as amended by the Town.

- 40 hours /week: full time Field Representation

There will be no cost for the preconstruction effort.

Successful management of scope of work described by the RFP and the AIA C132-2019 will require a full time Construction Manager. RFP Addendum 3 clarifies an 18-month engagement. Andron's lump sum cost proposal for onsite supervision is \$603,500. Our CM fee cost proposal is \$295,000.





## INSURANCE REQUIREMENTS

We acknowledge the following insurance requirements, and are able to comply with them.

- Commercial General Liability with policy limits of not less than \$5,000,000 for each occurrence and \$5,000,000 in the aggregate for bodily injury and property damage.
- Workers' Compensation and Employer's Liability Policy: Covering operations in New York State pursuant to General Municipal Law, Section 108. The Contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees in compliance with the workers' compensation law.
- Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$2,000,000 per claim and \$4,000,000 in the aggregate.
- Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle.
- Umbrella Excess Liability: With limits no less than \$5,000,000, no exceptions.

## REFERENCES

People say you are only as good as your last job. For more than 52 years, the satisfied customer from the “last job” has been Andron’s best source of new business. Who are the customers we have satisfied? The project owners, of course. But also the architects, the engineers, the subcontractors and everyone else whose contribution was necessary to success.

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“ Coming together is a beginning.  
Keeping together is progress.  
Working together is success.”

Henry Ford

Andron Construction Corp.  
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Goldens Bridge NY 10526

[www.androncc.com](http://www.androncc.com)  
914 232-7531





Lino J. Sciarretta  
914-287-6177  
[lsciarretta@bpslaw.com](mailto:lsciarretta@bpslaw.com)

January 28, 2021

**BY HAND and VIA EMAIL**

Supervisor Teresa M. Kenny & Members of the Town Board  
Town of Orangetown  
26 Orangeburg Rd  
Orangeburg, NY 10962

Re: Gatto Lane – Petition for Zone Change &  
Planned Adult Community Designation  
Premises: Tax Lot#:68.07-2-1 (vacant land)(the “Property”)

Dear Supervisor Kenny & Members of the Town Board:

We represent Petitioner, Toll Brothers, Inc. (“Toll Brothers”), in connection with the above-referenced matter. On December 22, 2020, we submitted a verified petition (the “Initial Petition”) to the Town for the development of a vacant parcel of land on Gatto Lane for senior living utilizing the Planned Adult Community (“PAC”) overlay provided for in the Town of Orangetown’s zoning code. Toll Brothers proposes 40-units of attached senior townhomes for residents 55 and older. Specifically, the proposed PAC will consist of 36, two-bedroom units and four (4), three-bedroom units (area variances will be required for front yard: 100’ minimum, 91.5’ proposed; and FAR: 0.35 permitted, 0.39 proposed).

Enclosed are an original and nine (9) copies of the amended verified petition together with a revised Exhibit “I” - Full Environmental Assessment Form (note: Exhibits A through H submitted under the Initial Petition remain the same). The amended petition modifies paragraphs 2, 7, 20(iii) and footnote 2 of the Initial Petition.

We look forward to meeting with the Town Board to discuss this application.

Very truly yours,



Lino J. Sciarretta  
Brian J. Quinn

cc: Toll Brothers project team (*via email*)

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

-----X

In the Application of:

TOLL BROTHERS, INC.,

Petitioner,

**AMENDED VERIFIED  
PETITION FOR CHANGE  
OF ZONING  
CLASSIFICATION AND  
PAC APPROVAL**

For an Amendment to the Zoning Code and Zoning Map  
of the Town of Orangetown, Changing the Zoning  
Classification of Certain Real Property From R-40 to R-15,  
and, Thereafter, to Planned Adult Community (PAC)

-----X

Petitioner TOLL BROTHERS, INC. (“Petitioner”), by its attorneys Bleakley Platt & Schmidt, LLP, respectfully petitions the Town Board (“Town Board”) of the Town of Orangetown, New York (“Town”) as follows:

**Summary of Petition**

1. This Petition concerns the utilization of a vacant, 10.05-acre parcel of land on Gatto Lane in Pearl River, New York, Town of Orangetown, presently designated as Tax Lot #68.07-2-1 (the “Property”).<sup>1</sup> Annexed hereto as Exhibit “A” is a metes and bounds description and survey of the Property.
2. Petitioner seeks to pursue the development of senior living townhomes at the Property (the “Project”). The Project would consist of approximately 40 townhouses (36 two-bedroom units and four (4) three-bedroom units). The townhouses would consist of single-family,

---

<sup>1</sup> The Property is bordered to the east by the Village of Chestnut Ridge in the Town of Ramapo, with access to both the Garden State Parkway and the Pearl Street commercial corridor. The Property has direct access to Gatto Lane across its southern frontage and secondary access to Highland Avenue via Grotke Road to the north. The wooded property slopes gently downhill from north to south.

attached residences for senior living. The Project would consist of new roadways to be built to serve the townhouses with access to existing roads. Gatto Lane would serve as the main entrance and Highland Avenue would be utilized for emergency access. The Project would also have a designated recreation area to serve the community.

3. The current zoning of the Property is R-40. Petitioner seeks an amendment to the Town Zoning Code and Zoning Map, to change the zoning classification of the Property from R-40 to R-15 (Medium-Density Residence District) which permits single-family, attached residences with conditional use approval, in order to permit the Property's development with senior housing under the Town's Planned Adult Community ("PAC") floating zone as provided at Chapter 43 (Zoning), Article IV, Section 4.6 of the Town Code.

4. The Town of Orangetown's Comprehensive Plan ("Comp Plan"), which was adopted by the Town Board in 2003, identified six primary goals for future residential development, one of which was to "help facilitate the development of a variety of housing options for an increasing senior population." The Comp Plan further suggested that the zoning for "adult housing" limited to persons 55 and older "should be increased to approximately 8 dwelling units per acre, responding to the need for this type of housing and the lesser impacts on traffic, community facilities, school age children, etc." The Town subsequently adopted the PAC zone based on these recommendations.

5. The proposed Project on Gatto Lane for a PAC is consistent with the recommendations of the Comp Plan and designed to respond to the need for active adult housing in the Town and region.

6. According to 2019 Census data, the number of New Yorkers aged 65 and older increased 26% over the past decade, while the overall population of the state increased by only 3% in the same period. In Rockland County, 46% of all households are now headed by persons 55

and older. Of those households headed by older adults, 80% are homeowners. Consistent with these trends, the Town has also seen a rise in the average age of its residents, with an average age of 39 and 32% of Orangetown residents now 55 and older.

7. The PAC for the Project will benefit the Town by providing new housing for the growing aging segment of the local population. The Project will generously supplement the Town's tax base by adding surplus tax revenue to the Nanuet Union Free School District each year, as the homes will not house any school children. The Project will have a low impact on the surrounding neighborhoods and municipal services.

8. For the reasons set forth below, Petitioner respectfully requests that the Town Board accept the instant Petition, and commence the requisite environmental, planning and legislative review of the procedures to (i) amend the Town Zoning Code and zoning map, reclassifying the Property from R-40 to R-15 and (ii) adopt the PAC Zone overlay for the Property (collectively, the "Action").

### **The Petitioner**

9. Petitioner is a long-established, award-winning Fortune 500 company and the nation's leading builder of luxury homes and active adult communities. Petitioner builds nationwide and is publicly owned company with its common stock listed on the New York Stock Exchange.

10. Petitioner has received numerous awards and accolades and has been ranked the number one home builder worldwide on the Fortune Magazine's "World's Most Admired Companies" list for six years in a row.

11. The Property is owned by Gatto Lane, LLC, 75 Michael Roberts Court, Pearl River, New York 10965. (See annexed Verification of Edmund Lane).

12. Petitioner is the contract vendee of the Property.

**The Proposed Zoning Text Amendment and PAC Overlay**

13. The current R-40 Zone District for the Property does not permit a PAC overlay in order to develop the type of senior housing proposed by Petitioner.

14. Rezoning the Property from R-40 to R-15 would allow the utilization of the PAC since such an overlay is permitted by the Town Board in an R-15 Zone District. The PAC expressly permits dwelling units restricted to persons 55 years of age or older or couples, one of whose members is 55 years of age or older. Persons less than 21 years of age shall not be permanent residents under any circumstances in as PAC.

15. Annexed hereto as Exhibit "B" are copies of the Town Zoning Map, with the Property located and shown in the upper left corner; a vicinity map more clearly locating the Property; and satellite photographs depicting the Property with surrounding development.

16. The proposed Action is compatible with the zoning in the immediate area and the Town's overall needs. As shown on the Town's Zoning Map, other than the Property and one other abutting parcel, all of Gatto Lane and the area to the immediate south, encompassing 20+ Town roads is presently zoned, and developed as, R-15. The Property, if re-zoned R-15, would transition naturally and seamlessly into that zoning district.

17. Annexed hereto as Exhibit "C" is the proposed local law, amending the zoning classification of the Property from R-40 to R-15.

18. Annexed hereto as Exhibit "D" is proposed local law approving PAC designation, including the proposed lot and setback controls to be set by the Town Board at the time of the zone change pursuant to Town Code Chapter 43 (Zoning), Article IV, Section 4.69A., Table 1.

19. Facilitating the development of the Project at the Property through the Town's zoning authority would comport with the Town's Comp Plan. *See, Stone v. Scarpato*, 285 A.D.2d



467, 728 N.Y.S.2d 61 (2d Dep't 2001)(upholding rezoning of specific site so as to permit construction of an assisted living facility); *Campbell v. Barraud*, 58 A.D.2d 570, 394 N.Y.S.2d 909 (2d Dep't 1977) (holding that rezoning a specific parcel to satisfy a public need for senior citizen housing...is not "spot zoning"); *VTR FV, LLC v. Town of Guilderland*, 101 A.D.3d 1532, 957 N.Y.S.2d 454 (3d Dep't 2012). It is well within the Town Board's broad legislative authority to undertake this Action. *See Goodrich v. Town of Southhampton*, 39 N.Y.2d 1008, 387 N.Y.S.2d 242, 243 (1976) (noting the "strong presumption of validity which attaches to the legislative determinations" of a municipality when enacting zoning ordinances).

### **The Proposed Project**

20. Petitioner proposes to construct 40 attached townhouses.<sup>2</sup> Annexed as Exhibit "E" is the conceptual site plan for the development of the Property under the PAC floating zone, showing, among other features:

- i) The interior road system, including proposed rights-of-way and easements in relation to interior open and recreation spaces, and to existing municipal roads;
- ii) The proposed residential development of the site, indicating 40 attached residential dwellings within eleven (11) separated buildings;
- iii) Sample floor plans for each type of 36, two-bedroom units; and four (4), three-bedroom units, including number, square footage and bedroom sizes of each type, at a density no greater than 4 dwelling units per acre (see sample models annexed as part of Exhibit E);
- iv) Proposed open space and recreation areas to be owned and maintained by an HOA;

---

<sup>2</sup> In addition to the zone change from R-40 to R-15 and PAC designation, the Project will require site development plan approval from the Town Planning Board. The Project will also require *de minimus* area variances for front yard (100' minimum, 91.5' proposed) and floor area ratio (0.35 allowed, 0.39 proposed). Permits will also be required from the Town Building Department, Town DEME and Rockland County Department of Health.

v) Schematic water, sanitary sewer and stormwater systems and their connections to existing systems; and

vi) Physical characteristics of the Property, including topography, slopes, soils, rock outcrops (none), streams (none); wetlands (none), ponds, and floodplains (none).

21. Annexed hereto as Exhibit "F" is a comparative layout of the Property showing development under the current R-40 and the R-15 zoning classifications.

22. Development under the PAC is compatible and in the Town's best interests in that senior housing use would:

i) result in significantly higher real property tax revenues than those currently realized by the vacant land status, or even if developed with single-family residences under the R-40 or R-15 classifications, including school tax revenues without increasing the school population with the significant costs associated therewith;

ii) satisfy a growing need for senior housing in the Town generally, and in the immediate area in particular. Annexed as Exhibit "G" is a Market Analysis dated November 24, 2020 prepared by ESE Consultants, establishing the growing need for senior housing in the Town; and

iii) result in the same impact on traffic as current zoning under the R-40. Annexed as Exhibit "H" is a letter dated December 21, 2020 from Michael A. Galante of Frederick P. Clark Associates regarding site traffic comparison and Table 1.

23. The Property is located within 500 feet of a municipal boundary, *to wit*, the Village of Chestnut Ridge and within a county road, *to wit*, N. Highland Ave.

24. In accordance with General Municipal Law § 809, Petitioner represents that no state or town officer or employee has an interest in Petitioner or in the Property or proposed development of the Property that is the subject of this Petition.

**SEQRA**

25. Pursuant to the New York State Environmental Quality Review Act (“SEQRA”), annexed hereto as Exhibit “I” is Petitioner’s Full Environmental Assessment Form (“EAF”), prepared by Petitioner’s engineering consultant, Brooker Engineering. Although Petitioner fully expects to develop a comprehensive assessment of the Action during the SEQRA process, the EAF outlines the anticipated areas of potential environmental concern, such as traffic, stormwater management, visual impacts, and potential social and fiscal benefits for the Town. Of course, supplemental studies as required by the Lead Agency will certainly be supplied.

26. In accordance with SEQRA Regulations, the proposed Action is an Unlisted Action, as it does not meet Type I Action thresholds.

27. Since the threshold elements of the Action involve the Town Board’s legislative and administrative authority, we respectfully submit that the Town Board is the appropriate entity to serve as Lead Agency.

**[INTENTIONALLY LEFT BLANK]**

**Requested Relief**

28. In furtherance of this Action, Petitioner respectfully requests that the Town Board take the following administrative and legislative steps:

- (a) accept this Petition;
- (b) declare its intention to serve as Lead Agency to review the entire Action in a coordinated review pursuant to the SEQRA Regulations;
- (c) refer the amendments to the Zoning Map, zoning text amendments, and PAC to the appropriate agencies and Rockland County Department of Planning for review and recommendations;
- (d) amend the Town Zoning Code and zoning map, reclassifying the Property from R-40 to R-15; and
- (e) granting utilization of the PAC floating zone to the Property; and
- (f) taking such steps and other actions as the Board deems necessary.

Dated: January 28, 2021  
White Plains, New York

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP

By:



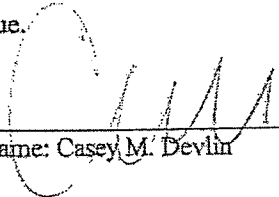
Lino J. Sciarretta, Esq.  
Brian J. Quinn, Esq.  
Attorneys for the Petitioner  
One North Lexington Ave – 7<sup>th</sup> Floor  
White Plains, New York 10601  
914-949-2700

VERIFICATION

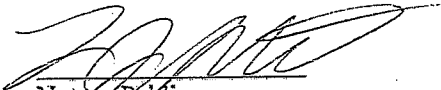
*New York*  
STATE OF ~~CONNECTICUT~~ )  
COUNTY OF *WESTCHESTER* )

s.s.:

Casey M. Devlin, P.E., hereby deposes and says that he is the Vice President of Toll Brothers, Inc., which is the Petitioner in this proceeding, and says that the foregoing Petition is true to his knowledge, except as to those matters therein stated to be alleged on information and belief and as to those matters he believes them to be true.

  
Name: Casey M. Devlin

Sworn to before me this  
21<sup>st</sup> day of December 2020

  
Notary Public

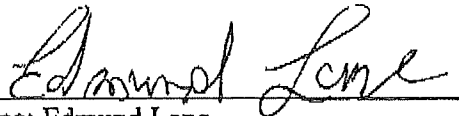
LINO J. SCIARRETTA  
NOTARY PUBLIC, State of New York  
No. 02SC6327920  
Qualified in Rockland County  
Term Expires July 20, 2019  
*2023*




VERIFICATION

STATE OF NEW YORK            )  
  )  
COUNTY OF ROCKLAND        )        s.s.:

Edmund Lane, hereby deposes and says that he is a Member of Gatto Lane, LLC, the owner of a certain 10.05-acre parcel of real property located on Gatto Lane in Pearl River, New York, Town of Orangetown, presently designated as Tax Lot #68.07-2-1 (the "Property"); and that Gatto Lane, LLC has granted Toll Brothers, Inc., the Petitioner in this proceeding the authority to prepare, submit and process all necessary and appropriate land use applications, including but not limited to, the instant Petition, in connection with its proposal to develop the Property as Planned Adult Community.

  
\_\_\_\_\_  
Name: Edmund Lane  
Title: Member, Gatto Lane, LLC.

Sworn to before me this  
24 day of December 2020

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

TIMOTHY J. SHERIDAN  
Notary Public, State of New York  
No. 463341E  
Qualified in Rockland County 21  
Commission Expires 2/20

**Exhibit "I"**

**Revised Full Environmental Assessment Form**

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

**Instructions for Completing Part 1**

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

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

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

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

Name of Action or Project: Gatto Lane Site Plan		
Project Location (describe, and attach a general location map): Gatto Lane, Town of Orangetown, Rockland County, New York approximately 700 ft East of N. Highland Ave/Gatto Ln intersection		
Brief Description of Proposed Action (include purpose or need): The project site is Tax Lot #68.07-2-1 in the Town of Orangetown and is currently in the R-40 Zone. The applicant seeks a zone change to R-15 by the Town Board and application to the Planning Board for site plan approval for a PAC overlay. The project is the utilization of a vacant 10.05 acre lot to accommodate the development of 40 townhouses. The townhouses will be single family attached residences intended for senior living. As per Town Code Article IV, Section 4.64, 36 two bedroom units (exceeds the 75% minimum requirement) and 4 three bedroom units (10% of the total unit count) are proposed. New roadways will be built to serve the townhouses with access to existing roads: Gatto Lane (main entrance) and Highland Avenue (emergency access). There will be a designated recreation area to serve the community.		
Name of Applicant/Sponsor: Toll Brothers	Telephone: (203) 616-4927	E-Mail: cdevlin@tollbrothers.com
Address: 42 Old Ridgeway Road		
City/PO: Danbury	State: CT	Zip Code: 06810
Project Contact (if not same as sponsor; give name and title/role): Ken DeGennaro, P.E., C.F.M.	Telephone: (845) 357-4411 x118	E-Mail: kdegennaro@brookerengineering.com
Address: 74 Lafayette Avenue		
City/PO: Suffern	State: NY	Zip Code: 10901
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town of Orangetown Town Board: Zone Change	
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Town of Orangetown Planning Board: Site Plan Approval	
c. City, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	Town of Orangetown ZBA: Variances for front yard (100' min, 91.5' proposed), FAR (0.39 proposed, max 0.35 allowed)	
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Orangetown Building Department: Building Permit	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Orangetown DEME: Sewer Permit, RC Department of Health: Mosquito Permit	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> <li>If Yes, complete sections C, F and G.</li> <li>If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
The current zone for the lot is R-40. It is proposed to change zone to R-15 which allows for single family attached residences with Conditional Use approval from Planning Board. Once it is rezoned, applicant will apply for a PAC zone overlay.

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

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? R-15 & PAC

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

a. In what school district is the project site located? Nanuet Union Free School District

b. What police or other public protection forces serve the project site?  
Orangetown Police Department

c. Which fire protection and emergency medical services serve the project site?  
Pearl River Fire District - Pearl River Hook and Ladder Company No. 1/Excelsior Engine Co Inc, Pearl River Alumni Ambulance Corps

d. What parks serve the project site?  
Children's Park of Ramapo, Pascack Brook Town Park

**D. Project Details**

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

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential, 40 units of single family attached residences (Planned Adult Community)

b. a. Total acreage of the site of the proposed action? 10.05 acres  
 b. Total acreage to be physically disturbed? 8.7 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 10.05 acres

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

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
 \_\_\_\_\_  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? \_\_\_\_\_  
 iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: 24 months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	40			
At completion of all phases	40			

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,  
 i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,  
 i. Purpose of the impoundment: Stormwater runoff detention basin  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: Surface water runoff  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: 0.43 million gallons; surface area: 0.16 acres  
 v. Dimensions of the proposed dam or impounding structure: 4' height; 115' length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Earth fill

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  Yes  No  
 If Yes:  
 i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): \_\_\_\_\_  
 • Over what duration of time? \_\_\_\_\_  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_  
 \_\_\_\_\_  
 iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 \_\_\_\_\_  
 v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:  
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No  
 If Yes, describe: \_\_\_\_\_

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

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

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

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c. Will the proposed action use, or create a new demand for water? 110 GPD/Bedroom x 84 Bedrooms = 9,240 GPD  Yes  No  
 If Yes: \*4 3-bedroom units, 36 2-bedroom units, 40 total units

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 9,240 gallons/day

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

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

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

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 The water main within the Gatto Lane 50' R.O.W. will be extended to serve the townhouses proposed on site.
- Source(s) of supply for the district: Various wells throughout the county, Lake DeForest, Letchworth reservoirs

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

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

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

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

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d. Will the proposed action generate liquid wastes? 110 GPD/Bedroom x 84 Bedrooms = 9,240 GPD  Yes  No  
 If Yes: \*4 3-bedroom units, 36 2-bedroom units, 40 total units

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 9,240 gallons/day

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

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

- Name of wastewater treatment plant to be used: Orangetown Wastewater Treatment Plant, Orangeburg NY
- Name of district: Town of Orangetown Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will a line extension within an existing district be necessary to serve the project?  Yes  No

 If Yes:
 

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 The sanitary sewer main within the Gatto Lane 50' R.O.W. will be extended to serve the townhouses proposed on site.

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:
 

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

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

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

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e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:
 

- i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or 3.81 acres (impervious surface)  
 \_\_\_\_\_ Square feet or 10.05 acres (parcel size)
- ii. Describe types of new point sources. Proposed townhouses, sidewalks, and roadways. Curbs, gutters, swales, and pipes.
- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
Stormwater runoff will be directed to an on-site stormwater detention basin. Overflow to be discharged to existing stormwater system in Gatto Lane.
  - If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_
  - Will stormwater runoff flow to adjacent properties?  Yes  No

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

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f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:
 

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_
- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_
- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

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g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:
 

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No
- ii. In addition to emissions as calculated in the application, the project will generate:
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
  - \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_  
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 7,500,000 MBtu  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):  
 Orange & Rockland  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

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

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ Per Local Code/Ordinance</li> <li>• Saturday: _____ Per Local Code/Ordinance</li> <li>• Sunday: _____ N/A</li> <li>• Holidays: _____ N/A</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ Residential Use</li> <li>• Saturday: _____ Residential Use</li> <li>• Sunday: _____ Residential Use</li> <li>• Holidays: _____ Residential Use</li> </ul>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 During construction, proposed action will produce intermittent noise exceeding the existing ambient noise levels from approximately 7 am - 4 pm.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: The proposed action will be removing trees that could act as a noise barrier or screen.

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

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

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

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

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

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

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



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

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

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

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

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
The existing site is vacant and the coverage consists of a woods. The adjoining/surrounding properties are used for residential use or are vacant. There is heavy industrial land use within a half mile radius of the property.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.19	3.78	+3.59
• Forested	9.86	1.12	-8.74
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Landscaping/Grass/Pervious</u>	0.00	6.02	+6.02

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

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

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

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

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): 344017, 344003  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
344017 - 25 Drums were removed, the site was reclassified to Class D2 in 1984. The Department has neither sought nor received additional info regarding the site since it was deemed complete in 1984. 344003 - Numerous buildings, four landfills exist on the site which had been used for a variety of wastes, no appreciable contamination has been shown to be leaking from the landfills. Very low contamination levels in groundwater monitored.

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

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

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

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ >14 feet

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

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

Cheshire gravelly fine sandy loam	_____	88.7 %
Cheshire-Urban land complex	_____	5.7 %
Wethersfield gravelly silt loam	_____	5.5 %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ >14 feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ 94.2 % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ 5.8 % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 94.4 % of site  
 10-15%: \_\_\_\_\_ 5.6 % of site  
 15% or greater: \_\_\_\_\_ % of site

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

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h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either i or ii, continue. If No, skip to E.2.i.

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

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

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

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

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

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

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

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

<p>m. Identify the predominant wildlife species that occupy or use the project site: <span style="float: right;">_____</span></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Birds _____</td> <td style="width: 33%; border: none;">Squirrels _____</td> <td style="width: 33%; border: none;">Rabbits _____</td> </tr> <tr> <td style="border: none;">Fieldmice _____</td> <td style="border: none;">Deer _____</td> <td style="border: none;">_____</td> </tr> </table>			Birds _____	Squirrels _____	Rabbits _____	Fieldmice _____	Deer _____	_____
Birds _____	Squirrels _____	Rabbits _____						
Fieldmice _____	Deer _____	_____						
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>								
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>_____</p>								
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p>								
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>								
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>								
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>								
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>								
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>								
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>								

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:		
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District		
<i>ii.</i> Name: _____		
<i>iii.</i> Brief description of attributes on which listing is based: _____		
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:		
<i>i.</i> Describe possible resource(s): _____		
<i>ii.</i> Basis for identification: _____		
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:		
<i>i.</i> Identify resource: <u>Palisade Interstate Parkway</u>		
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Scenic Byway</u>		
<i>iii.</i> Distance between project and resource: _____ <u>2.5</u> miles.		
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:		
<i>i.</i> Identify the name of the river and its designation: _____		
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?		<input type="checkbox"/> Yes <input type="checkbox"/> No

**F. Additional Information**

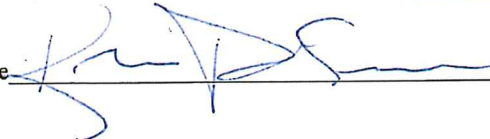
Attach any additional information which may be needed to clarify your project.

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

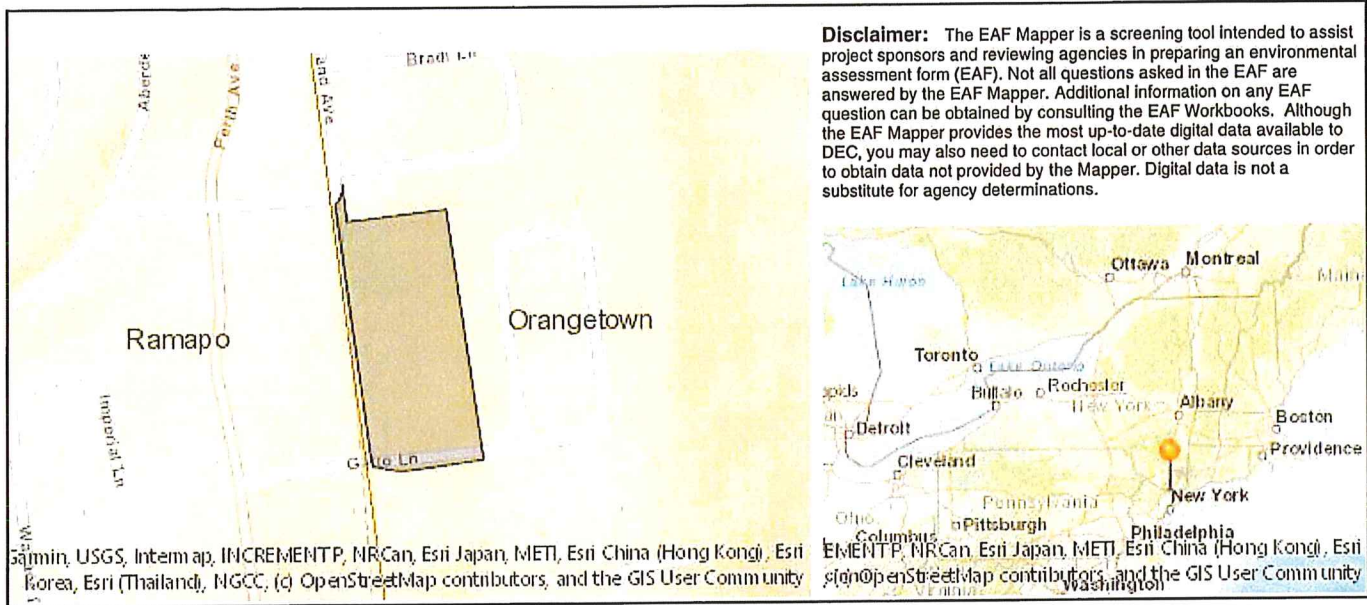
**G. Verification**

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

Applicant/Sponsor Name Ken DeGennaro Date 1.28.2021

Signature  Title Project Manager





B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	344017, 344003
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

**Local Law #\_\_\_ of 2022**

**CHANGING THE ZONING DISTRICT CLASSIFICATION FROM “R40” TO “R15” AND “PAC” FOR PROPERTY LOCATED IN THE HAMLET OF PEARL RIVER LOCATED ON GATTO LANED AND SHOWN ON THE TAX MAP OF THE TOWN OF ORANGETOWN AS SBL 68.07-2-1.**

BE IT ENACTED Town Board of the Town of Orangetown as follows:

*Section 1:* The Zoning Map of the Town of Orangetown, which establishes the areas and boundaries of the various Town zoning districts, is hereby amended to change the zoning district of the property located on Gatto Lane, Pearl River, NY and identified on the Town of Orangetown Tax Map as Section 68.01 Block 2 Lot 1 from R40 to R15.

*Section 2:* The Zoning Map of the Town of Orangetown shall thereafter and simultaneous with the change as set forth in Section 1 of this Local Law, is hereby further amended to change the zoning district of the property located on Gatto Lane, Pearl River, NY and identified on the Town of Orangetown Tax Map as Section 68.01 Block 2 Lot 1 from R15 as authorized above, to Planned Adult Community (PAC).

*Section 3:* This law shall take effect immediately upon filing with the Secretary of State.

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID:  CONTRACT NUMBER:  CONTRACT TYPE: "Multi-Year Agreement "Simplified Renewal Agreement "Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: "New "Renewal "Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS:  NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER:   CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS:    CONTRACTOR PAYMENT ADDRESS: ..... "Check if same as primary mailing address .....   CONTRACT MAILING ADDRESS: "Check if same as primary mailing address	CONTRACTOR STATUS:  "For Profit "Municipality, Code: "Tribal Nation .....Individual .....Not-for-Profit  Charities Registration Number:   Exemption Status/Code:   "Sectarian Entity

Contract Number: # \_\_\_\_\_

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>CURRENT CONTRACT TERM:</p> <p>From:                      To:</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From:                      To:</p> <p>AMENDED TERM:</p> <p>From:                      To:</p> <p>AMENDED PERIOD:</p> <p>From:                      To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="padding-left: 40px;">State Federal Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY* - CONTRACT PERIOD AND FUNDING AMOUNT:  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:                      A-1 Program Specific Terms and Conditions  
    A-2 Federally Funded Grants
  
- Attachment B:                      B-1 Expenditure Based Budget  
    B-2 Performance Based Budget  
    B-3 Capital Budget  
    B-1(A) Expenditure Based Budget (Amendment)  
    B-2(A) Performance Based Budget (Amendment)  
    B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # \_\_\_\_\_



IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:  
Town of Orangetown  
26 West Orangeburg Road  
Orangeburg, NY 10962

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

Printed Name

Title: \_\_\_\_\_

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

STATE AGENCY:  
New York State Department of State  
99 Washington Avenue  
Albany, New York 12231

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

Printed Name

Title: \_\_\_\_\_

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say they reside at \_\_\_\_\_, that they are the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that they signed their name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Contract Number: # T1002180

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # \_\_\_\_\_

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

### **C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under



the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

**3. *Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

**4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.



## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # \_\_\_\_\_

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.



(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only



for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.



7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

# **ATTACHMENT A-1**

## **New York State Department of State (4/21/20)**

### **I. Agency Specific Clauses**

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

#### **A. Project Timetable**

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

#### **B. Budget Modifications**

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

#### **C. Applicable Terms**

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

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

#### **D. License to Use and Reproduce Documents, Intellectual Property and Other Works:**

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans,

analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.

2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

#### G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see

- <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
  3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
  4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
  5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.



## H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

## I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Kyle Wilber, Program Manager
Agency/Division	NYS Department of State
Address	99 Washington Avenue, Suite 1015, Albany, New York 12231
Phone/ Fax/Email	(P): 518-473-3355 (F): 518-474-6572 (E): Kyle.Wilber@dos.ny.gov

2. Notice to the Contractor

Name, Title	
Address	
Phone/ Fax/Email	(P): (F): (E):

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a “covered provider” within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a “covered provider”:
  - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
  - b. Contractor’s failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.

2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

#### N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

##### 1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs

found at the following internet address:

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

- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

## 2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
  - (1) Evidence of outreach to MWBEs;
  - (2) Any responses by MWBEs to the Contractor's outreach;
  - (3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,



- (5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### 3. Equal Employment Opportunity (“EEO”)

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
  - (1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
  - (3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - (4) The Contractor's EEO policy statement shall include the following language:
    - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - (c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
    - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “e” of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply: The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If

the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

#### 7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

## O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov), or the DOS Division of Affirmative Action Programs – SDVOB Program at [Catherine.Traina@dos.ny.gov](mailto:Catherine.Traina@dos.ny.gov) or [Api.Ohouo@dos.ny.gov](mailto:Api.Ohouo@dos.ny.gov). The directory of certified SDVOB vendors can be found at: [https://ogs.ny.gov/Veterans/Docs/CertifiedNYS\\_SDVOB.pdf](https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf)

## II. Program Specific Clauses – Local Government Programs

### A. General Provisions

1. The New York State Budget provides aid to municipalities administered by the Division of Local Government Services (LGS) to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.
2. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.

4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C, ProgramWork Plan) are provided pursuant to an appropriation of funds made by the New York State Budget.
5. The Department, upon receipt and approval of payment requests, shall make payments for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. A final payment request for any or all of the remaining 10% of the contract value will not be processed prior to satisfactory completion of the Project, as determined by the Department.
6. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>.
7. The Department will provide Contractor with a Quarterly Contractor Report form, available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>, pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Section I.M.7. of this document. Such report shall be completed by the contractor and provided to the Department at the address on the Quarterly Contractor Report.
8. The Contractor shall submit two copies of a "Project Status Report", available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>, every six months from Contract execution date.

#### B. Reports, Documents and Maps

1. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

*"This (document, report, map, etc.) was prepared with funds provided by the New York Department of State through programs administered by the Division of Local Government Services."*

2. The Department of State requires a project sign at the site of all construction projects, which involve more than \$50,000 of LGS funds. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

##### a. Installation

- (1) Install sign at the site within one week of the start of construction.
- (2) Erect sign in a prominent location, secure from vandalism.

##### b. Materials

- (1) Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
- (2) Primer: As recommended by finish coat manufacturer for the substrate and finish material.



- (3) Lettering and striping shall be uniform with sharp, neat profiles.
- (4) "Optional Information" included on sign shall be visually subordinate to other information provided.
- (5) Supports: Treated (Douglas Fir) posts.

c. Maintenance and Removal

- (1) Maintain the sign plumb and level for the duration of the work.
- (2) Remove the sign from the property within 10 days of final payment.



Funding for this project provided by a

**New York Department of State  
Local Government Services**

Kathy Hochul, Governor

Robert J. Rodriguez, Acting Secretary of State

Local Officials (optional)

C. Environmental Review

- 1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- 2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

D. Date/TimeWarranty

- 1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.

- 2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or

processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

3. This Date/TimeWarranty shall survive for a period of time beyond termination or expiration of this Contract, either through: a) an additional term of ninety (90) days, or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing contained in, or omitted from, this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

#### E. Submission of all correspondence, Project Documentation and Meeting Documentation

1. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Attachment C, payment request documentation as described in Attachment D and press articles.
2. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.
3. All information as described in Section E (1) above shall include the NYS Contract # as indicated on the Face Page of this Agreement

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL	MWBE APPLICABLE
1. Personal Services						
a. Salary						NA
b. Fringe						NA
Subtotal						
2. Non Personal Services						
a. Travel						NA
b. Space/Property & Utilities						NA
c. Operating Expenses						NA
d. Contractual Services						
e. Equipment						
f. Other						
Subtotal						
TOTAL						
<b>TOTAL MWBE GOAL</b>		<b>MBE GOAL</b>		<b>WBE GOAL</b>		

Contract Number: #

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
**PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE – TYPA/DESCRIPTION					
PERSONAL SERVICES TOTAL					

Contract Number: #

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
**NON-PERSONAL SERVICES DETAIL**

TRAVEL – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	
SPACE/PROPERTY EXPENSES: RENT – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	
SPACE/PROPERTY EXPENSES: OWN – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

Contract Number: #



OPERATING EXPENSES – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

CONTRACTUAL SERVICES – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

Contract Number: #

EQUIPMENT – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER – TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

Contract Number: #

ATTACHMENT C - WORK PLAN  
SUMMARY

PROJECT NAME: South Nyack Dissolution Implementation

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CONTRACTOR SFS PAYEE  
NAME: Town of Orangetown

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CONTRACT PERIOD: From: 4/1/2021

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To: 3/31/2026

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AWARD: \$ 25,000

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The electorate of the Village of South Nyack, located in the Town of Orangetown, voted on 12/17/20 to dissolve the Village pursuant to a citizen-initiated process provided for in Article 17 A of the NYS GML. The Board of Trustees developed and accepted a draft Dissolution Plan, held a public hearing, and approved the final Dissolution Plan on 7/30/21 that had an effective date of dissolution of March 31, 2022. The Town of Orangetown has actively participated in the development of the Dissolution Plan and the planning for implementation post dissolution. Two of the implementation responsibilities the Town will be undertaking include 1) the provision of financial services necessary to close out the Village finances, manage any outstanding Village asset and liability dispositions and preparation of all required Federal and State reports on behalf of the Village and 2) the development of a Hybrid Zoning Code Section for the Hamlet of South Nyack necessary to incorporate critical elements of Village zoning code that reflect its uniqueness and character into the Town code.

The Town is proactively taking the steps necessary to facilitate a smooth transition:

- 1) The Town created a temporary position in the Finance Department with experience in Village finances (former Village Treasurer) to assist with the close out of Village accounts, manage the disposition of Village liabilities and assets and prepare all NYS and Federal required reports. The position is anticipated to be filled on 4/1 /22.

- a. Town created a temporary position in its Finance Department to focus on the closeout of the Village finances post dissolution and the Town Director of Finance will oversee the project.
  - b. Town is hiring the former Village Treasurer to perform the close out functions.
    - 1. Finalize 2021-2022 Accounts payable and accounts receivable.
    - 2. Prepare the 2021 /2022 financial statements and reports.
    - 3. Manage any outstanding Village asset and liability dispositions.
    - 4. Prepare and submit all required NYS and Federal reports.
  - c. The closeout tasks will be materially completed by 12/31/22.
- 2) Currently the Village and Town have separate municipal zoning codes. The Town has engaged professional services to assist in the research, evaluation and drafting of code updates that will absorb the current Village zoning districts, bulk standards, select definitions, and village specific definitions into a new South Nyack Hamlet section of the Town Code.
- a. The Town Director of Zoning and Planning and the Town Attorney initiated research on project.
  - b. Town engaged professional consultant to assist with project.
  - c. Consultant shall tailor the zoning standards that are needed to blend and integrate the Village's land use and development standards that are currently contained in the Village of. South Nyack Zoning Law into the Town's Zoning Law.
  - d. Consultant will prepare updated zoning map.
  - e. Consultant will prepare documents needed for the SEQR and Public Hearing processes.
  - f. Town Board will consider and adopt updated zoning.

The Town Supervisor and the Town Board will oversee the transition and implementation of the Town's expanded and changing responsibilities post dissolution. To close out the Village finances, the Town is hiring on a temporary basis the former Village Treasurer who will work under the direction of the Town Finance Director. The integration of the Village codes will be coordinated by the Director of Building, Zoning, Planning, Admin and Enforcement and a Town Attorney. The Town has engaged a consultant experienced in local land use, planning and zoning to conduct research and draft the code updates for the new South Nyack Hamlet section of the Town Code and to prepare an updated Town zoning map.

8/14/20: Petition calling for a referendum on dissolution of the Village was submitted.

12/17/20: Village Referendum held and passed on dissolution.

2/21-7/21 Town participates in the Village's Dissolution Plan development process.

6/8/21 Village Board of Trustees Acceptance of Draft Dissolution Plan.

7/6/21 Public Hearing held on Draft Dissolution Plan.  
7/30/21 Village Board of Trustees approves Final Dissolution Plan.  
9/15/21 - 3/31/22 - The Town and Village take actions for a smooth transition.  
9/21-12/21 Town staff initiate codes project and the Town engages consultant to assist.  
2/22 Draft of code updates and updated zoning map completed.  
4/22 Public Hearing on code updates held and code updates adopted.  
4/1/22 Town hires a temporary position to assist with close out of Village finances.  
12/31/22 The majority of the close out of Village finances completed.

The outcomes of project are to:

- A. Development and adoption of a Hybrid Zoning Code Section for the Hamlet of South Nyack to protect and address the unique character of the Village but provide a single Town code for purposes of administration and enforcement.
- B. Accurately closeout and record the finances of the Village, finalize the disposition of all Village assets and liabilities and assure compliance with all Federal and New York State requirements and reporting.



OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: Dissolution of South Nyack	Personnel	a. Close out Village finances	i. Copies of 2021 – 2022 Financial statements and reports
			ii.
			iii.
		b. Development of hybrid zoning code section	i. Copy of updated zoning map and section
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment and Recoupment Language (if applicable):**

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date \_\_\_\_\_
- Monthly Reimbursement  
Due date \_\_\_\_\_
- Biannual Reimbursement  
Due date \_\_\_\_\_
- Fee for Service Reimbursement  
Due date \_\_\_\_\_

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

---

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

**B. Progress-Based Reports**

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_ days from the end of the contract.

**C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE I – REPORTING SCHEDULE**

<b>PROGRESS REPORT</b>	<b>PERIOD COVERED</b>	<b>DUE DATE</b>
Progress Report (Project Status Form - Quarterly Report)	Start of contract through current date	3/31* 6/30* 9/30* 12/31*
MWBE Report (Form F – Quarterly Report)	1/31 through 3/31 4/1 through 6/30 7/1 through 9/30 10/1 through 12/31	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

BID ITEM

Repairs to Athletic Courts

SHEET

1 OF 1

BID OPENING TIME

11:00AM

DATE

March 17, 2022

CONTRACTOR  
NAME  
&  
ADDRESS

Sport-Tech  
Acrylics  
Brauster, NY

DATE RECEIVED

3/15/2022

TIME RECEIVED

9:55A

NON COLLUSION  
STATEMENT

✓

BID BOND or  
CERTIFIED CHECK

✓

Veterans Memorial Park - Crack Repair

In-Line Rink	\$ 1125.00	\$	\$	\$	\$	X
Tennis Court	\$ 625.00	\$	\$	\$	\$	

Independence Park - Crack Repair

Tennis Court	\$ 15375.00	\$	\$	\$	\$	X

Independence Park - Painting Lines

Tennis Court	\$ 6000.00	\$	\$	\$	\$	X

Cherry Brook Park - Crack Repair

Tennis Court	\$ 12500.00	\$	\$	\$	\$	X

Cherry Brook Park - Painting Lines

Tennis Court	\$ 6000.00	\$	\$	\$	\$	X

						X

						X

						X

						X

						X

						X

						X

						X

						X

						X

						X



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

PERMIT # 22-SP-011



EVENT NAME: WEST NYACK GREEK FESTIVAL

APPLICANT NAME: GREEK ORTHODOX COMMUNITY OF ROCKLAND

ADDRESS: 1 MARYCREST ROAD WEST NYACK NY 10994

PHONE #: 845 623-4023 CELL # 845 461-8984 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER FESTIVAL

The above event will be held on JUNE 2,3,4,5 from 12 PM to 12 AM RAIN DATE: N/A

Location of event: 1 MARYCREST ROAD WEST NYACK NY 10994

Sponsored by: SAINTS CONSTANTINE & HELEN Telephone #: 845 623 4023

Address: 1 MARYCREST ROAD WEST NYACK NY 10994

Estimated # of persons participating in event: 10,000 vehicles 5,000 ~ 8,000

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:  
SAINTS CONSTANTINE & HELEN PARISH (845) 623-4023

Signature of Applicant: Cally Stumpandis Date: 3/2/2022

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 3/25/22

Certificate of Insurance - Received On: 3/23/22

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y/N Received On: X

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

NYS DOT Permit: Y/N Received On: X

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

RFS #: 53018 BARRICADES Y/N CONES Y/N TRASH BARRELS Y/N OTHER: recycling kiosks recycling bins recycling dumpsters

*directional signs  
no parking signs*

APPROVED: [Signature] 3-29-22 & 3-29-22 DATE: \_\_\_\_\_  
Superintendent of Highways

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

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

Port-o-Sans: Y/N Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 4/1/22  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y/N AUXILIARY Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 04/01/22  
Chief of Police

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

Workshop Agenda Date: 4/12/22 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

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MAR 23 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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APR 04 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



DIRECT ARCHDIOCESAN  
DISTRICT

**SAINTS  
CONSTANTINE  
AND HELEN  
GREEK ORTHODOX  
CHURCH**

†  
1 Marycrest Road  
West Nyack, NY 10994

Office: (845) 623-4023  
Fax: (845) 627-1179

westnyack@optonline.net

†  
PRIEST:  
REV. DR.  
NICHOLAS K. SAMARAS

**2022  
Parish Council**

President  
John Fellas\*

Vice President  
Naoum Hatzis\*

Treasurer  
Connie Francabandera

Secretary  
Georgia Kintzing

The Council Members  
Nikos Anagnostopoulos\*  
Faye Butera  
Maria Cullianos  
Alex Kalos  
Nicki Katsiitis  
Bobby Kostopoulos  
Kyriakos Lazaridis  
John Livanos  
Nikos Loizos  
Maria Pampafikos

(\*Past Council President)

RECEIVED

MAR 23 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

March 1, 2022

To Whom It May Concern:

As you may be aware, our community hosts a Greek Festival each year to help raise funds for our various needs and charities. This year our festival runs from Thursday June 2<sup>nd</sup> through Sunday, June 5<sup>th</sup> 2022.

We would like to request the assistance of the members of the Orangetown Auxiliary Police so our festival will run as smoothly as possible.

The following are the days/hours of the festival that we would require assistance:

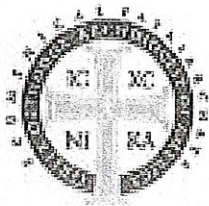
Thursday, June 2 <sup>nd</sup> , from	5 pm. to 9 pm.;
Friday, June 3 <sup>rd</sup> , from	5 pm. to 11 pm.;
Saturday, June 4 <sup>th</sup> , from	12 pm. to 11 pm.;
Sunday, June 5 <sup>th</sup> , from	12 pm. to 8 pm.

It would be greatly appreciated and we hope your presence would make the festival more enjoyable for all the attendees and our volunteers. We strongly wish to be a great contributor to our community.

If you have any questions or comments, please do not hesitate to call the church office, Monday through Friday, between the hours of 9 a.m. and 3:00 p.m.

Yours truly,  
Saints Constantine and Helen  
Festival Committee





DIOCESE ARCHDIOCESEAN DISTRICT

**SAINTS  
CONSTANTINE  
AND HELIN  
GREEK ORTHODOX  
CHURCH**

1 Maryrose Road  
West Nyack, NY 10994

Office: (845) 621-4023  
Fax: (845) 627-1179

www.nyack.episcopal.net

†  
PRIEST  
REV. DR.  
NICHOLAS K. SAMIRAS

2022  
Parish Council

President  
John Fella\*

Vice President  
Nesim Elzein\*

Treasurer  
Connie Franzakowski

Secretary  
Georgia Kintzing

The Council Members  
Mrs. Anastasopoulos\*  
Faye Dutton  
Maria Callinos  
Alex Nelson  
Niki Kappelis  
Hobby Kostasopoulos  
Kyrillos Loumidis  
John Savanna  
Nikos Lianos  
Maria Pampalios

† (Pastor) Fr. Theodore

RECEIVED

MAR 25 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

March 1, 2022

To:  
Orangetown Highway Department  
Attn: Ms. Helen Wilson  
hwilson@orangetown.com

Dear Ms. Wilson,

Please add the following items/request to the next Town Board Workshop Meeting Agenda:

Saints Constantine and Helen Greek Orthodox Church requests the following for their Greek Festival of June 2<sup>nd</sup> thru June 5<sup>th</sup>, 2022.

- \* 60 cones
- \* 40 barricades
- \* 60 trash cans steel orange-colored barrels
- \* 30 recycling kiosks
- \* 60 recycling cans plastic green colored cylindrical recycling containers
- \* large recycling dumpsters - *Capasso*
- \* Directional signs
- \* No Parking signs

Thank you so much for your help. If you need additional information, please contact us.

Sincerely,  
Festival Committee



GREEORT-08

TZUBIZARRETA1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2022

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # BR-767175 Plainville, NY - Hub International Northeast Limited 55 West Ames Court Suite 400 Plainville, NY 11803	CONTACT NAME: <b>Anthony Coulianidis</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <b>anthony.coulianidis@hubinternational.com</b>
INSURED Greek Orthodox Comm. Church of Rockland County a/k/a St. Constantine & Helen Greek of Rockland County 1 Mary Crest Road West Nyack, NY 10994	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Utica National Assurance Company</b> NAIC # <b>10687</b> INSURER B: <b>Republic-Franklin Insurance Company</b> NAIC # <b>12475</b> INSURER C: INSURER D: INSURER E: INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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:			CPP 3727587	9/1/2021	9/1/2022	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 \$ 1,000,000 LIQUOR LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5065854	9/1/2021	9/1/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CULP3753280	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000  PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Event Dates: June 2-5, 2022.

Certificate is evidence of insurance for named insured. Subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b>  Town of Orangetown; Office of the Town Clerk; Town Hall 26 Orangeburg Road Orangeburg, NY 10962	<b>CANCELLATION</b>  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 
--	---

ACORD 25 (2016/03)

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MAR 23 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



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MAR 23 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



# GREEK FESTIVAL

**EXIT 7 Palisades Parkway  
FREE Admission & Parking**

## WE ARE BACK!

- HOME-MADE FOOD
- GREEK ITEMS
- PASTRIES
- GAMES • RIDES

*FUN FOR THE WHOLE FAMILY*

**LIVE MUSIC and DANCING**

Friday	Saturday	Sunday
6:30-10:00	6:00-10:00	2:00-8:00



### JUNE 2-5

Thursday: 5:30 to 10:00 pm  
 Friday: Noon to 10:00 pm  
 Saturday: Noon to 10:00 pm  
 Sunday: Noon to 8:00 pm

**RAIN or SHINE!**

*A Celebration of the Feast Day  
of our Patron Saints  
and of our Greek Culture*

Now Also Available:  
**PRE-ORDER**  
and  
**PICK-UP**

[www.westnyackgreekfestival.com](http://www.westnyackgreekfestival.com)



*Sponsored By*

**Ss. CONSTANTINE & HELEN  
GREEK ORTHODOX CHURCH**

**1 MARYCREST ROAD  
WEST NYACK, NY 10994  
845-623-4023**

RECEIVED

MAR 18 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 22-SP-010

EVENT NAME: Pearl River Chamber of Commerce 5K

APPLICANT NAME: Pearl River Board of Trade

ADDRESS: P.O. Box 829 Pearl River NY 10965

PHONE #: 845 642-1525 CELL # 845 642-1525 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK  OTHER \_\_\_\_\_

The above event will be held on 4/23/22 from 8 to 1 RAIN DATE: NO

Location of event: Central Ave / Franklin Route Attached

Sponsored by: PR COC Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

Estimated # of persons participating in event: 100 vehicles \_\_\_\_\_

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

Susan Perzigian 845-642-1525

Signature of Applicant: Susan Perzigian Date: 3/17/22

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 3/18/22

Certificate of Insurance - Received On: 3/18/22

**FOR HIGHWAY DEPARTMENT USE ONLY:**

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

Rockland County Highway Dept. Permit: Y / N - Received On: 4/6/22

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

Route/Map/Parking Plan: Y / N - Received On: 3/18/22

RFS #: 53007 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: X

APPROVED: [Signature] DATE: 3-22-22  
Superintendent of Highways

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

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

Port-o-Sans: Y / N \_\_\_\_\_ Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 4/7/22  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y / N: POLICE/AUXILIARY Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 04/08/2022  
Chief of Police

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_



RECEIVED

APR 06 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD  
UNDER SECTION 104 OF THE HIGHWAY LAW

THIS IS A REQUEST FOR  USE /  CLOSE A COUNTY ROAD (check that apply)

Name of Event: Pearl River Chamber of Commerce 5K Run

Date (s): 4-23-22 Time (s): 11-12 pm No. of Participants: 300

Type of Event (check all that apply):

Filming  Parade or Procession  Assemblage  Festival  Other Race

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Central Ave from John	
to William	

Applicant Information:

Pearl River Board of Trade

Applicant (individual, organization, group)

P.O. Box 829

Mailing Address

Pearl River NY 10965

City, State, Zip Code

president@pearlriverny.org

Email Address

Susan Perzigian

Authorized Representative (if different from Applicant)

845-642-1525

Telephone Number (including area code)

Cell Phone Number (including area code)

Email Address (if different from Applicant)

**ROCKLAND COUNTY HIGHWAY DEPARTMENT**

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD  
UNDER SECTION 104 OF THE HIGHWAY LAW**

The following supporting information shall be submitted at the time of application:

1. **Event Map, Event Brochure, or/and Event Application Form** (Whichever available/applicable)
2. **Operation and Safety Plan** (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)
  - Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event

OPD + Auxiliary Police will set up  
cones + barricades

- Detours (provide map of detour, show detour sign/police locations, etc.)

TOR bus goes up + down Franklin

- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)

Publications, flyers + FB posts

- Coordination (describe coordination with local police/municipalities/emergency services/other entities)

Same as # 2

- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)

Auxiliary Police

- Spectator Control (indicate any special measures are being taken to control spectators)

N/A

- Event Support Vehicles (describe any vehicles used in the event)

None

**ROCKLAND COUNTY HIGHWAY DEPARTMENT**

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD  
UNDER SECTION 104 OF THE HIGHWAY LAW**

3. Insurance Certificates (must be in Applicant's name)

4. Application Fee (Please make check payable to Rockland County Commissioner of Finance)

• Full Day - \$500.00

• Half Day - \$250.00

No. of Days 1 hr.

Total Amount \$ 0

The following information shall be submitted prior to the event date (except filming permit application):

1. **Municipal Approvals** (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email, or other.)

**Acknowledgement:** On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.

Susan Perzigian  
Applicant's Representative's Signature

4/5/22  
Date

Application Received By:  
Mattie Cole  
RCHD Representative's Signature

04/5/2022  
Date

Application Approved By:  
[Signature]  
RCHD Superintendent of Highways

4/6/22  
Date

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Rockland County Highway Department and/or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties.

RECEIVED

MAR 18 2022



TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

March 18, 2022

Rockland County Highway Department  
Attn: Scott Wheatley

We are looking to coordinate a Pearl River 5K run this year on April 23rd. The run will be based on route that the Bellew run has used in past years. Map attached.

We start at 10:00am with a Kid Fun Run, ages 2-12. Racing in small groups based on age. The younger the group, the shorter the run. All runners receive a medal and t-shirt while supplies last.

The adult 5k will begin at 11:00 with a run through the town of Pearl River. All runners receive a t-shirt while supplies last. All pre-registered runners are guaranteed a t-shirt.

Following the run we host a BBQ at the Pearl River Saloon, music and games...all included in the price for the run.

### **Event details and schedule**

Registration begins at 9:00 AM

Kids Fun Run - 10:00 AM

Adult 5K - 11:00 AM

Wrap up bbq, music and games - 11:30/12

We would like to request road closure of Central Ave. from John Street to William Street from 11-12pm ONLY. After that the auxiliary police will take over.

Thank you for your consideration,

Susan Perzigian  
President  
845-642-1525

PO Box 829  
Pearl River, NY 10965  
[www.pearlriverny.org](http://www.pearlriverny.org)

Officers: (Interim)

President – Susan Perzigian  
Vice President – Bridget Killen  
Treasurer – Annie Paratore  
Secretary – Linda Shields

Board Members:

Andrew Tannariello  
John Lowry

RECEIVED

MAR 18 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

March 18, 2022

Orangetown Supervisor's Office  
Attn: Teresa Kenny

We are looking to coordinate a Pearl River 5K run this year on April 23rd. The run will be based on route that the Bellew run has used in past years. Map attached.

We start at 10:00am with a Kid Fun Run, ages 2-12. Racing in small groups based on age. The younger the group, the shorter the run. All runners receive a medal and t-shirt while supplies last.

The adult 5k will begin at 11:00 with a run through the town of Pearl River. All runners receive a t-shirt while supplies last. All pre-registered runners are guaranteed a t-shirt.

Following the run we will host a BBQ at the Pearl River Saloon. With live music and games....all included in the price for the run.

### **Event details and schedule**

Registration begins at 9:00 AM

Kids Fun Run - 10:00 AM

Adult 5K - 11:00 AM

Wrap up bbq, music and games - 11:30/12

We would like to request auxiliary assistance, police dept. and ambulance for the event.

Please let me know what forms and paperwork we will need to fill out.

Thank you for your consideration,

Susan Perzigian  
President  
845-642-1525



PO Box 829  
Pearl River, NY 10965  
[www.pearlriverny.org](http://www.pearlriverny.org)

**Officers:**

President – Susan Perzigian  
Vice President – Bridget Killen  
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**Board Members:**

Andrew Tannariello  
John Lowry



RECEIVED

MAR 18 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT





PEARRIV-01

OWITTELSBERGER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2021

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**  
Maury, Donnelly & Parr  
24 Commerce St.  
Baltimore, MD 21202

RECEIVED

MAR 18 2022

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (410) 685-4625 **FAX (A/C, No):** (410) 685-3071  
**E-MAIL ADDRESS:**

**INSURED**  
The Pearl River Chamber of Commerce  
P.O. Box 829  
Pearl River, NY 10965

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Casualty Co. of Reading, PA	20427
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: N	X		4025932540	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/PROP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE	OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Orangetown is an Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Orangetown  
26 W. 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

**WARRANT**

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<b>Warrant Reference</b>	<b>Warrant #</b>	<b>Amount</b>
Approved for payment in the amount of		
	032322	\$ 83,191.25
	033122	\$ 189,883.84
	041222	\$ 805,938.55
		\$ 1,079,013.64

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

---

Councilman Brian Donohue

---

Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 4/5/2022  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 4/12/2022 consists of 3 warrants for a total of \$1,079,013.64.

The first warrant had 23 vouchers for \$83,191 and had the following items of interest.

1. CSEA Employee Benefit Fund (p2) - \$32,605 for CSEA dental benefits.
2. Met Life (p3) - \$14,005 for Police dental benefits.

The second warrant had 65 vouchers for \$189,883 and had the following items of interest.

3. Gentile, Steven (p2) - \$14,195 for 207c payments.
4. NYS Dept. of Environmental Conservation (p4) - \$13,825 for sewage plant environmental fee.

The third warrant had 184 vouchers for \$805,938 and had the following items of interest.

5. Applied Golf (p6) - \$124,500 for Blue Hill management contract.
6. Applied Golf (p7) - \$49,583 for Broadacres management contract.
7. Bauer-Crowley (p9) - \$6,569 for Crime insurance policy.
8. Commissioner of Finance (p13) - \$11,011 for St. Patrick's Day security.
9. Environmental Construction (p15) - \$24,921 for emergency repair sewer lines.
10. Environmental Design & Research (p15) - \$13,955 for Pump station improvements (bonded).
11. Envirotest Laboratories (p17) - \$9,151 for sewer testing.
12. Ferraro Construction Corp. (p18) - \$134,795 for Rt. 303 Culvert project.
13. Fleet Pump & Service Group (p25) - \$33,540 for replacement pump.
14. Global Montello (p26) - \$17,858 for fuel.
15. Goosetown Enterprises (p27) - \$8,843 for Police equipment.

16. Granicus (p27) - \$9,702 for agenda software.
17. Koester Associates (p35) - \$31,250 for replacement sewer pump.
18. Laberge Engineering & Consulting (p37) - \$13,300 for code review.
19. O'Connor Davies. (p43) - \$75,675 for town audit.
20. Reed Systems Ltd. (p44) - \$5,895 for snow removal chemicals.
21. Rushworks TV (p49) - \$6,961 for single channel programming.
22. Star Press of Pearl River (p54) - \$7,062 for winter printing.
23. State Comptroller (p56) - \$25,263 for Justice fines.
24. Tilcon NY (p58) - \$6,235 for Highway materials.
25. Verde Electric (p61) - \$69,230 for traffic signal replacement.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204