

State Environmental Quality Review
Determination of Significance**NEGATIVE DECLARATION**

Date: March 7, 2023

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of Orangetown Town Board as Lead Agency has determined that the proposed action described below will not have a significant environmental impact and a Draft Impact Statement will not be prepared.

Name of Action: Town of Orangetown Comprehensive Plan

SEQR Status: Type 1
Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

The Town of Orangetown is updating its Comprehensive Plan for the first time since 2003 to establish a guiding framework for future sustainable development, economic growth, and natural resource preservation in the Town (the "Proposed Action" or "2022 Comprehensive Plan"). A Comprehensive Plan is a long-term planning document that establishes a community's goals and aspirations for the future, while providing a roadmap for how to achieve them. Upon adoption by the Town Board of the Town of Orangetown (the "Town Board"), the 2022 Comprehensive Plan would replace its predecessor, the Town of Orangetown 2003 Comprehensive Plan.

The Town has undertaken this update in response to a number of factors affecting its quality-of-life, character, and changing local economy and community needs. The 2022 Comprehensive Plan updates the policies and objectives of its predecessor to consider the following factors:

- protection of the community and natural resources;
- changes in the local economy following the COVID pandemic;
- reinforcement of environmentally, economically, and equitably sustainable development practices;
- the growing need for climate resiliency; and
- shifting demographics and needs.

The recommendations of the 2022 Comprehensive Plan are based on community feedback and are intended to balance a healthy economy with quality residential and commercial character, while planning for climate resiliency, protecting the integrity of natural resources, and strengthening local infrastructure.

Location: Town of Orangetown, Rockland County, NY

Reasons Supporting This Determination:

An Expanded Environmental Assessment Form (EAF) was prepared to determine if the policies contained in the Comprehensive Plan would have any significant adverse environmental impacts. For the reasons set forth in the EAF dated December 5, 2022, the Town Board finds that the adoption of the Comprehensive Plan would not directly result in any significant adverse environmental impacts. The recommendations of the Comprehensive Plan are intended to enhance and protect community character, provide additional protection of natural resources within the Town including wetlands, steep slopes, and water quality, and to maintain the overall development potential within the Town in a way that is consistent with the Town's character and natural resource protection efforts.

While the Comprehensive Plan includes a number of recommendations that could, when implemented individually, have potential environmental impacts, the overall impact of the implementation measures would be a positive impact on community character, economic development, and environmental protection. Where additional analyses are deemed necessary to evaluate individual actions consistent with the Comprehensive Plan, they will be completed in accordance with SEQRA.

In addition to the factors considered above, the Town Board considered the following guidance from the State Environmental Quality Review Act and its implementing regulations and determined that the Proposed Action would:

- (i) Not result in "a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;" (§617.7(c)(1)(i))
- (ii) Not result in "the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;" (§617.7(c)(1)(iii))
- (iii) Not result in "the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part;" (§617.7(c)(1)(iii))
- (iv) Not result in "the creation of a material conflict with a community's current plans or goals as officially approved or adopted;" (§617.7(c)(1)(iv))
- (v) Not result in "the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;" (§617.7(c)(1)(v))
- (vi) Not result in "a major change in the use of either the quantity or type of energy;" (§617.7(c)(1)(vi))
- (vii) Not result in "the creation of a hazard to human health;" (§617.7(c)(1)(vii))
- (viii) Not result in "a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;" (§617.7(c)(1)(viii))
- (ix) Not result in "the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;" (§617.7(c)(1)(ix))
- (x) Not result in "the creation of a material demand for other actions that would result in one of the above consequences;" (§617.7(c)(1)(x))

- (xi) Not result in “changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or (§617.7(c)(1)(xi))

Therefore, the Town Board of the Town of Orangetown, acting as Lead Agency, and having reviewed the EAF and all supplementary information, has determined that the proposed action will not have a significant effect on the environment and a Draft Environmental Impact Statement will not need to be prepared.

For Further Information:

Contact Person: Allison Kardon, Confidential Assistant to Town Supervisor

Address: Orangetown Town Hall
26 W. Orangeburg Rd.
Orangeburg, NY 10962

Telephone Number: (845) 359-5100 Ext. 2293

A Copy of this Notice has been filed with:

- Hon. Teresa Kenny, Supervisor
- Town of Orangetown Town Clerk
- Rockland County Department of Planning, 50 Sanatorium Road, Building T, Pomona, NY 10970
- Commissioner, Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-1011
- Regional Director, Department of Environmental Conservation, Region 3, 21 South Putt Corners Road, New Paltz, NY 12561-1696
- Environmental Notice Bulletin

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

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

B. Government Approvals

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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? **NA** 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?

Pearl River Alumni Ambulance Corps, Rockland Paramedic Services, South Orangetown Ambulance Corps

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

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

i. What is the purpose of the excavation or dredging? _____

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

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

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

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

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

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

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

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

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

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

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

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

If Yes, describe: _____

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

If Yes:

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

v. Describe any proposed reclamation/mitigation following disturbance: _____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

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

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

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

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

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

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

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

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

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

b. Land uses and covertypes on the project site.

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

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

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

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

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

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

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

- If yes, cite sources/documentation: _____

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

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): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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

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

E.2. Natural Resources On or Near Project Site

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

F. Additional Information

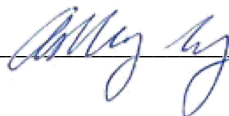
Attach any additional information which may be needed to clarify your project.

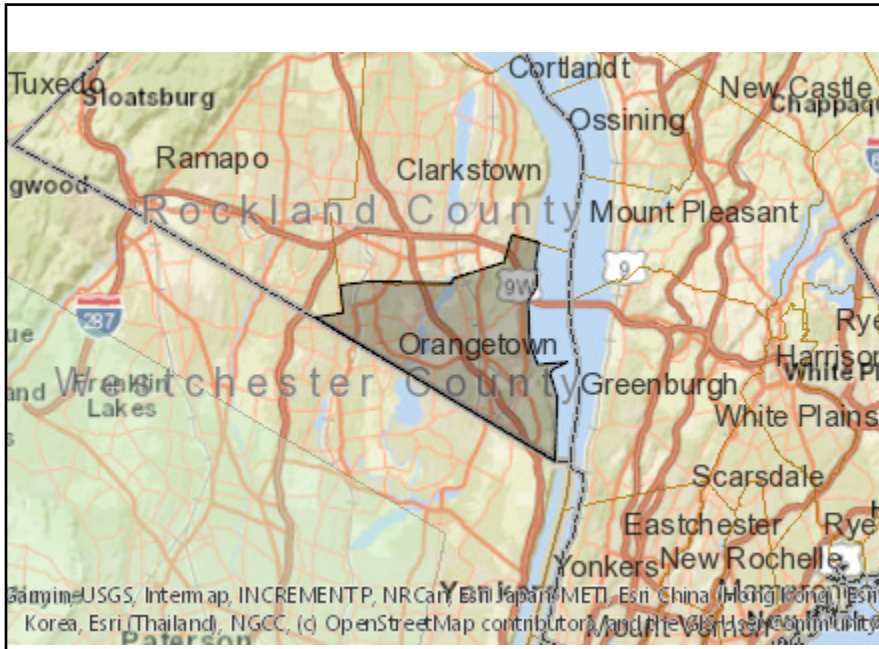
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature  _____ Title _____



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:344082, Remediaton Sites:344011, Remediaton Sites:344042, Remediaton Sites:C344066, Remediaton Sites:C344073, Remediaton Sites:C344078, Remediaton Sites:V00579, Remediaton Sites:V00343, Remediaton Sites:C344080, Remediaton Sites:C344070, Remediaton Sites:V00317, Remediaton Sites:344037, Remediaton Sites:344072, Remediaton Sites:344003, Remediaton Sites:344021, Remediaton Sites:344050, Remediaton Sites:344034, Remediaton Sites:344075, Remediaton Sites:344040, Remediaton Sites:344046, Remediaton Sites:C344063, Remediaton Sites:C344067, Remediaton Sites:546031
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	344082, 344011, 344042, C344066, C344073, C344078, V00579, V00343, C344080, C344070, V00317, 344037, 344072, 344003, 344021, 344050, 344034, 344075, 344040, 344046, C344063, C344067, 546031
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, 344082, 344011, 344042, C344066, C344073, C344078, V00579, V00343, C344080, C344070, V00317, 344037, 344072, 344003, 344039, 344021, 344050, 344001, 344034, 344075, 344040, 344046, C344063, C344067, C344076, 546031
E.2.g [Unique Geologic Features]	Yes

E.2.g [Unique Geologic Features]	Palisades State Park
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	865-164, 865-168, 865-167, 865-163, 856-12, 865-3.1, 865-2.1, 856-4, 856-3, 856-17, 856-18, 856-14, 856-13, 856-13.1, 865-5, 865-4, 865-12, 865-9, 865-8, 864-9, 864-2, 856-2, 864-12, 856-11, 864-10, 856-16, 856-15, 856-8, 856-9, 856-10, 865-161, 865-27, 865-162, 865-18, 865-19, 865-26, 865-20, 865-6, 865-25, 865-44, 865-11, 865-36, 865-10, 865-13, 865-15, 865-14, 865-17, 865-38, 865-37, 865-160, 865-28, 865-32, 865-43, 865-42, 856-6, 856-20, 856-19.1, 856-22, 856-21, 865-48, 865-49, 865-46, 865-61, 865-39, 865-40, 865-41, 865-51, 865-50, 865-52, 865-53, 865-45, 865-47, 865-60, 856-7, 856-23, 864-52
E.2.h.iv [Surface Water Features - Stream Classification]	C(T), A, B, D, SC / C, SB, B(T), A(T)
E.2.h.iv [Surface Water Features - Lake/Pond Name]	865-28, 856-5
E.2.h.iv [Surface Water Features - Lake/Pond Classification]	B, B(T)
E.2.h.iv [Surface Water Features - Wetlands Name]	Tidal Wetlands, Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):52.0, NYS Wetland (in acres):36.2, NYS Wetland (in acres):17.8, NYS Wetland (in acres):42.4, NYS Wetland (in acres):251.4, NYS Wetland (in acres):114.2, NYS Wetland (in acres):36.3
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	NA-9, NA-8, NA-14, NA-12, NA-5, NA-4, NA-10
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Hudson River (Class SB), portion – Priority Organics – Fish Consumption, Name - Pollutants - Uses:Pascack Brook and tribs, within NYS – Unknown Toxicity – Recreation;Aquatic Life, Name - Pollutants - Uses:Sparkill Creek, Lower – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life, Name - Pollutants - Uses:Nauraushaun Brook, Lower, and tribs – Unknown Toxicity – Recreation;Aquatic Life, Name - Pollutants - Uses:Hackensack River, and minor tribs – Unknown Toxicity – Recreation;Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Cliff Community, Brackish Subtidal Aquatic Bed, Red Maple-Sweetgum Swamp, Brackish Tidal Marsh, Brackish Intertidal Mudflats
E.2.n.i [Natural Communities - Acres]	14.12, 565.0, 55.64, 249.0, 28.0
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Eastern Grasswort, Listed Plant – contact NY Natural Heritage, Allegheny Woodrat, Bald Eagle, Glaucous Sedge, Mud Sunfish, Glandular Dodder, Least Bittern, New England Bulrush, Virginia Three-seeded Mercury, Pied-billed Grebe, Marsh Straw Sedge, Atlantic Sturgeon, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	Yes

E.2.p. [Rare Plants or Animals - Name]	Ironcolor Shiner
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	Yes
E.3.c.ii [National Natural Landmark - Name and Size in Acres]	Name of Landmark:Palisades of the Hudson, Acres:2027.97200052, Acres:683.60792779
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Palisades Slope, Sparkill Creek, Piermont Pier, Upper Grandview & Environs, Run-Off-Area, Hudson River Area, Mountainous Area
E.3.d.ii [Critical Environmental Area - Reason]	Protect open space & aesthetic beauty, Exceptional or unique character, Proximity to hillside, ruun-off, erosion, drainage issues, impact of pollution, noise, & traffic, Aesthetic, historic, ecological geological & hydrological sensitivity, Steep slope, natural, aesthetic, archeological, & recreational significance
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Piermont, Village of, Agency:Orangetown, Town of, Agency:South Nyack, Village of (Orangetown, Town of), Date:4-24-85, Date:10-16-88, Date:2-4-98
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Boces School, Rockland Middle School, Eligible property:Residence, Eligible property:JOHANNES BLAUVELT HOUSE, Eligible property:Jacob Blauvelt House, Eligible property:Blauvelt Free Library, Eligible property:Tappan Zee Bridge, Eligible property:Aurell / Barclay House, Eligible property:BLDG 25/DIRECTOR'S RESIDENCE (1927), Eligible property:BLDG 20/TRANSITIONAL SERVICES (1927), Eligible property:ROCKLAND PSYCHIATRIC CENTER, Eligible property:Parks and Recreation Administrative Office, Eligible property:BLDG 2/CONNECTING (1927), Eligible property:BLDG 15/VACANT (1927), Eligible property:BLDG 73/STAFF HOUSE (1908), Eligible property:BLDG 77/STAFF HOUSING (1925), Eligible property:BLDG 59/KITCHEN (1933), Eligible property:BLDG 5/MEDICAL GERIATRIC (1927), Eligible property:BLDG 13/STAFF HOUSING (1927)-NON-CONTRIBUTING, Eligible property:BLDG 28/ALCOHOL UNIT (1934), Eligible property:BLDG 21/STAFF HOUSING 21 (1927), Eligible property:BLDG 54/SOCR (1933), Eligible property:BLDG 1/ADMINISTRATION (1927), Eligible property:BLDG 58/PATIENT BUILDING (1933), Eligible property:BLDG 33/OFFICE BUILDING (1930), Eligible property:BLDG 95/DAYCARE CENTER (1933), Eligible property:BLDG 17/PATIENT BUILDING (1927), Eligible property:BLDG 98/STORAGE (1933), Eligible property:BLDG 18/EXTENDED CARE (1927), Eligible property:BLDG 11/INPATIENT BUILDING (1927), Eligible property:BLDG 57/PATIENT BUILDING (1933), Eligible property:BLDG 4/KITCHEN (1927), Eligible property:BLDG 45/STOREHOUSE (1928), Eligible property:BLDG 50/POWERHOUSE (1928), Eligible property:BLDG 14/OFFICES (1927), Eligible property:BLDG 96/DAYCARE CENTER (1933), Eligible property:BLDG 35/REHABILITATION UNIT (1930), Eligible property:BLDG 39/SHELTERED WORKSHOPS (1933), Eligible property:BLDG 100/STORAGE (1933), Eligible property:BLDG 42/COMMUNITY RESIDENCE (1930), Eligible property:BLDG 62/ORANGETOWN CLINIC (1936), Eligible property:BLDG 9/CLINIC/OFFICES (1927), Eligible property:BLDG 38/KITCHEN (1930), Eligible property:BLDG 40/AUDITORIUM/COMMUNITY STORE (1933), Eligible property:BLDG 6/ADMISSIONS (1927), Eligible property:BLDG 29/OFFICE (1930), Eligible property:BLDG 34/PSYCHOGERIATRIC (1930), Eligible property:BLDG 55/STAFF HOUSING (1933), Eligible property:BLDG 23/EMPLOYEE HOUSING (1927), Eligible property:BLDG 16/CLUE PROGRAM (1927), Eligible property:BLDG 24/STAFF HOUSING (1927)-DEMOLISHED?, Eligible property:BLDG 101/EDUCATION & TRAINING (1933), Eligible property:BLDG 47/LAUNDRY (1928), Eligible property:BLDG 49/OLD STOREHOUSE (1928), Eligible property:BLDG 44/GARAGE & FIREHOUSE (1928), Eligible property:BLDG 99/STORAGE (1933), Eligible property:BLDG 43/OFFICE BUILDING (1928),

Eligible property:BLDG 10/MEDICAL SERVICES (1927), Eligible property:BLDG 48/GROUNDS DEPARTMENT (1928), Eligible property:BLDG 56/SHOP (1933), Eligible property:BLDG 7/MEDICAL GERIATRIC (1927), Eligible property:BLDG 22/CRISIS RESIDENCES (1927), Eligible property:BLDG 82/BARN (1938), Eligible property:BLDG 90/GATEHOUSE NORTH (1940), Eligible property:BLDG 78/STAFF HOUSING (N.D.), Eligible property:BLDG 8/ADMISSIONS (1927), Eligible property:BLDG 26/TRANSITIONAL SERVICES (1928), Eligible property:BLDG 32/GENERAL GERIATRIC (1930), Eligible property:BLDG 37/RESEARCH CENTER (1930)-DEMOLISHED?, Eligible property:BLDG 97/ALCOHOLISM (1933), Eligible property:BLDG 63/ORANGETOWN CLINIC (1936), Eligible property:BLDG 3/CONNECTING (1927), Eligible property:BLDG 41/VACANT (1933), Eligible property:BLDG 46/TOILET FACILITIES (1967) - DEMOLISHED?, Eligible property:BLDG 69/GARAGE (1936), Eligible property:BLDG 60/PATIENT BUILDING (CLOSED) (1933), Eligible property:BLDG 113/TRACKMAN SHOP (1926), Eligible property:BLDG 111/GOLF CLUB HOUSE (1940), Eligible property:BLDG 114/SWIMMING POOL SERVICE (1961), Eligible property:BLDG 118/TOOL SHED (1940), Eligible property:BLDG 119/BANDSTAND SHELTER (1950), Eligible property:BLDG 137/STAFF HOUSING (1965), Eligible property:BLDG 36/DEAF UNIT (1930), Eligible property:BLDG 31/OFFICE BUILDING (1934), Eligible property:BLDG 67/PROPAGATING HOUSE (1927), Eligible property:BLDG 109/STAFF HOUSING (1950), Eligible property:BLDG 68/SEWAGE/PUMP HOUSE (1928), Eligible property:BLDG 115/BUS STATION (1958), Eligible property:BLDG 116/CATHOLIC CHAPEL (1958), Eligible property:BLDG 141/STAFF HOUSING (1965), Eligible property:BLDG 19/PATIENT BUILDING (1927), Eligible property:BLDG 134/STAFF HOUSING (1965), Eligible property:BLDG 66/WASTE WATER PUMPING STATION, Eligible property:BLDG 53/TOOL SHED (1968), Eligible property:BLDG 79/STAFF HOUSING (N.D.), Eligible property:BLDG 108/STAFF HOUSING (1950), Eligible property:BLDG 110/STAFF HOUSING (1950), Eligible property:BLDG 74/STORAGE (N.D.), Eligible property:BLDG 84/VEGETABLE STORAGE BLDG (1940), Eligible property:BLDG 88/BARN (1958), Eligible property:BLDG 93/STORAGE SHED (1932), Eligible property:BLDG 107/GARAGES (1932), Eligible property:BLDG 120/GAS METER BLDG (N.D.), Eligible property:BLDG 133/STAFF HOUSING (1965), Eligible property:BLDG 121/RAKE HOUSE, Eligible property:BLDG 51/STONE HOUSE (1928), Eligible property:BLDG 91/GATEHOUSE SOUTH (1940), Eligible property:BLDG 92/BLACKSMITH SHOP (1932), Eligible property:BLDG 71/GARAGE (1936), Eligible property:BLDG 72/GARAGE (1959), Eligible property:BLDG 87/BARN (1900), Eligible property:BLDG 102/TOILET/STORAGE (1936), Eligible property:BLDG 106/GARAGE (1938), Eligible property:BLDG 123/BUTLER/STEEL STORAGE (1965), Eligible property:BLDG 112/OLD POWERHOUSE (1927), Eligible property:BLDG 27/2-CAR GARAGE E. OF BLDG 25 (1927), Eligible property:BLDG 12/EMPLOYEE HOMES (1931), Eligible property:BLDG 76/EQUIPMENT SHED (1961), Eligible property:BLDG 80/SILO (N.D.), Eligible property:BLDG 104/GARAGES (1932), Eligible property:BLDG 117/CHAPEL/JEWISH SYNAGOGUE (1969), Eligible property:BLDG 131/TRANSFORMER (1965), Eligible property:BLDG 135/STAFF HOUSING (1965), Eligible property:BLDG 136/STAFF HOUSING (1965), Eligible property:BLDG 140/STAFF HOUSING (1965), Eligible property:BLDG 132/STAFF HOUSING (1965), Eligible property:BLDG 138/STAFF HOUSING (1965), Eligible property:BLDG 139/STAFF HOUSING (1965), Eligible property:BLDG 143/STORAGE SHEDS (1935), Eligible property:BLDG 125/COOLING TOWER (N.D.), Eligible property:BLDG 142/TRANSFORMER (1965), Eligible property:BLDG 122/GARAGE/KLINE RESEARCH P.C. (N.D.), Eligible property:FORMER WAYSIDE CHAPEL, Eligible property:NYACK PRESBYTERIAN CHURCH, Eligible property:modern house, Eligible property:Commodore William Voorhis House, Eligible property:3-bay 1.5 story dwelling, Eligible property:ALHAMBRA-ON-HUDSON, Eligible property:2-story, 3-bay dwelling with stucco, Eligible property:Rustic residence with conical tower, Eligible property:217 River Road, Eligible property:SCHOFIELD HOUSE, Eligible

property:Mediterranean villa, Eligible property:Stick Style dwelling w/cross gable and dormers, Eligible property:Dutch Colonial Dwelling, Eligible property:RUDDER - WILCOX, Eligible property:Frame 2-story, 3-bay dwelling with wing, Eligible property:Frame dwelling with rustic 1st story and porch, Eligible property:Second Empire villa, Eligible property:Gothic Revival dwelling, Eligible property:151 River Road, Eligible property:2 story, 3-bay with cross gable, Eligible property:ISAAC PERRY/BLAUVELT HOUSE (Seth House), Eligible property:Bogert-Haring House, Eligible property:Route 303 bridge over Palisades Interstate Parkway (BIN 1045360), Eligible property:118 River Rd, Grandview-on-Hudson, Eligible property:Bennett-Deyrup House, Eligible property:Oak Hill Cemetery, Eligible property:Stevenson House (Picturesque Dwelling), Eligible property:DePew House (Frame Italianate Dwelling), Eligible property:Work Control Building, Andre, Major John, Monument, De Wint House, Tappan Historic District, Palisades Interstate Park, Closter Road-Oak Tree Road Historic District, Concklin, Abner, House, Haring--Eberle House, Neiderhurst, Seven Oaks Estate, Washington Spring Road--Woods Road Historic District, Big House, Little House, Cliffside, US Post Office--Pearl River, Salyer, Edward, Michael, Stone House, Perry, Jacob P., Palisades Interstate Parkway, Blauvelt, Johannes Isaac, Christ Church, Haddock's Hall, Hopson--Swan Estate, Sparkill Creek Drawbridge, Rockland Road Bridge, |"Stonehurst|" (Dederer Stone House), Ferdon, William, Rockland Road Bridge Historic District, House at 352 Piermont Avenue, First Reformed Church of Piermont, Piermont Railroad Station, Onderdonk House, St. Paul's United Methodist Church, US Post Office--Nyack, Ross-Hand Mansion, Tappan Zee Playhouse, Wayside Chapel (Former), Hopper, Birthplace and Boyhood Home, McCullers, Carson, Van Houten's Landing Historic District, Green, John

E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Project :

Date :

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

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

Tips for completing Part 2:

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

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

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

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

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

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

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

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

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

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

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"/>

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

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

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

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

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

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

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

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</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’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. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</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 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>

A. INTRODUCTION

The Town of Orangetown is updating its Comprehensive Plan for the first time since 2003 to establish a guiding framework for future sustainable development, economic growth, and natural resource preservation in the Town (the “Proposed Action” or “2022 Comprehensive Plan”). A Comprehensive Plan is a long-term planning document that establishes a community’s goals and aspirations for the future, while providing a roadmap for how to achieve them. Upon adoption by the Town Board of the Town of Orangetown (the “Town Board”), the 2022 Comprehensive Plan would replace its predecessor, the Town of Orangetown 2003 Comprehensive Plan.

The Town has undertaken this update in response to a number of factors affecting its quality-of-life, character, and changing local economy and community needs. The 2022 Comprehensive Plan updates the policies and objectives of its predecessor to consider the following factors:

- protection of the community and natural resources;
- changes in the local economy following the COVID pandemic;
- reinforcement of environmentally, economically, and equitably sustainable development practices;
- the growing need for climate resiliency; and
- shifting demographics and needs.

The recommendations of the 2022 Comprehensive Plan are based on community feedback and are intended to balance a healthy economy with quality residential and commercial character, while planning for climate resiliency, protecting the integrity of natural resources, and strengthening local infrastructure.

Adoption of a comprehensive plan is classified as a Type I action under the State Environmental Quality Review Act (6 NYCRR Part 617). This Expanded Environmental Assessment Form (EAF) has been prepared to determine if the policies contained in the 2022 Comprehensive Plan would have any significant adverse environmental impacts. Because many of the recommendations of the 2022 Comprehensive Plan foresee zoning amendments that will require additional research and analysis, this EAF analyzes only the overarching policies with which those zoning changes would ultimately be consistent. Additional environmental review of recommendations within the 2022 Comprehensive Plan may be necessary as the Town Board proceeds with implementation; at that time, a more specific analysis of those measures would be possible.

B. 2022 COMPREHENSIVE PLAN VISION

To address the changing land use patterns, the Town of Orangetown includes a statement of its community vision in the 2022 Comprehensive Plan. That statement is included below.

Town of Orangetown Comprehensive Plan

“With its natural beauty, convenient location, quality schools, cultural resources, and historic hamlets, Orangetown is a wonderful community to live in. An overarching goal of the Comprehensive Plan is to enhance the quality-of-life features and community resources that draw residents and businesses to the Town.

A central aspect of this Vision is to ensure that the goals below address the community’s definition of sustainability, as well as the three "E’s" of sustainability: environment, economy, and equity. The environment and economy components are addressed in specific chapters, while the equity component, which aims to ensure an even distribution of the burdens and benefits of policy actions across the community, is woven throughout.”

Goal 1: Maintain the Town’s community and neighborhood character while balancing the need for growth and development.

Goal 2: Preserve history, open space, and hamlet center character, while promoting a diversity of housing options in appropriate neighborhoods to ensure members of the community have access to quality housing.

Goal 3: Strengthen the Town’s transportation network for vehicles, pedestrians, and alternative modes of mobility.

Goal 4: Promote sustainable development and plan for climate resiliency.

Goal 5: Preserve the Town’s natural resources and increase access to parks and open space.

Goal 6: Provide a healthy economic environment for community-based businesses that maintain the Town’s tax base and provide jobs and services to the Town’s residents.

C. 2022 COMPREHENSIVE PLAN RECOMMENDATIONS AND ENVIRONMENTAL ANALYSIS

INTRODUCTION

The 2022 Comprehensive Plan includes a number of recommendations specific to land use and zoning, community character and historic resources, transportation and mobility, economic development, open space and recreation, and sustainability and climate resiliency. The policy goals, major implementation actions, and environmental analysis of those goals and actions are described herein.

LAND USE & ZONING

GOAL AND POLICY

Maintain the Town’s community and neighborhood character while balancing the need for growth and development.

The 2022 Comprehensive Plan establishes the overall land use vision for the Town and sets forth strategies and objectives to achieve that vision. The vision is influenced by the historic growth of

the community, existing travel patterns and transportation networks, and current land use regulations that govern the location, scale, and intensity of uses. The future land use vision considers zoning, design, and community character; transportation, mobility and parking; demographic trends and socioeconomic conditions; economic development; and open space and recreation, sustainability, green infrastructure, and climate resiliency.

ENVIRONMENTAL ANALYSIS

The “Current and Future Land Use, Zoning, and Design” chapter provides an overview of the existing land use patterns within the Town. It discusses existing development trends, land use, and zoning regulations. It then sets forth a future land use vision with goals, objectives, and implementation strategies, which evolved from an extensive public engagement process that included surveys, workshops, and online opportunities for involvement in the planning process.

The future land use vision encompasses the following goals of the 2022 Comprehensive Plan: Maintain the Town’s community and neighborhood character while balancing the need for growth and development; Preserve history, open space, and hamlet center character, while promoting a diversity of housing options; Promote sustainable development and plan for climate resiliency; Preserve the Town’s natural resources and increase access to parks and open space; and Provide a healthy economic environment for community-based businesses that maintain the Town’s tax base and provide jobs and services to the Town’s residents. Incorporating public feedback, specific recommendations include:

- Update the zoning districts, as well as allowable land uses and definitions, to recognize uses not previously addressed and assign appropriate performance standards where applicable.
- Create a Use Table that clearly presents each land use and whether it is allowed in each district.
- Update the Route 303 Overlay District for clarity, enforcement, and to minimize variance requests.
- Update nuisance regulations to improve resident quality of life.
- Where appropriate, update the Zoning Map and Code to create transitional districts between hamlet centers and suburban neighborhoods. Transitional districts take into account the character and scale of the areas on either side of it; generally, the scale of buildings decreases as you move (or transition) from a higher density downtown to a lower density residential neighborhood.
- Update the Tree Preservation Code to protect native trees.
- Review Special Permit and Conditional Use Permit Standards and update as necessary to address current uses and concerns. In particular, clarify and update the standards for warehouses and distribution centers.
- Develop a steep slopes and ridgeline protection ordinance.
- Develop design guidelines for facades, signage, and streetscapes to preserve, protect, and enhance the unique characteristics of each hamlet.

The land use, zoning, and design recommendations of the 2022 Comprehensive Plan provide a legislative vehicle for managing growth in a manner that prioritizes the protection of environmentally sensitive areas, compatible warehouse and industrial development (especially near residential areas), preservation of open space, and contextual infill development where appropriate. These actions envelop policies of several intrinsically linked themes, such as natural resources, housing, transportation, community services, and economic development, and therefore

are important underlying elements in ensuring that the Town achieves its long-term development objectives.

To support these priorities and achieve the future land use vision, this chapter includes specific objectives to define where and how it would like new development to occur. It also addresses issues in the existing Zoning Code and land use regulations related to consistency, readability, and ease of enforcement. The proposed implementation measures would not significantly increase the development potential of the Town, but would rather focus on contextual redevelopment that could be accommodated with existing infrastructure.

Therefore, there are no significant adverse environmental impacts associated with these elements of the 2022 Comprehensive Plan.

COMMUNITY CHARACTER & HISTORIC RESOURCES

GOAL AND POLICY

Preserve historic character, buildings, and structures while balancing the need for continued growth and development.

ENVIRONMENTAL ANALYSIS

The vision, goals, and objectives related to historic preservation were developed based on an inventory of the existing historic preservation measures and public feedback. In the community survey, 64 percent of respondents indicated that the preservation of historic buildings and structures was an important or very important factor to consider in terms of future development.

The 2022 Comprehensive Plan goals include maintaining the Town’s community and neighborhood character while balancing the need for growth and development, as well as, preserving history, open space, and hamlet center character, while promoting a diversity of housing options in appropriate neighborhoods to ensure members of the community have access to quality housing. In the “Community Character and Historic Resources” chapter, the following strategies are proposed:

- Maintain existing local preservation tools.
- Develop designation criteria for Historic Areas.
- Develop design guidelines and performance standards.
- Publish online an inventory of locally designated historic roads.
- Consider individual landmark protections.
- Survey Orangetown's historic buildings and structures.
- Consider joining the Certified Local Government (CLG) Program.

Implementation of the above strategies would further protect the Town’s historic and cultural resources. As such, no significant adverse impacts to historic resources are anticipated.

TRANSPORTATION, MOBILITY, AND PARKING

GOAL AND POLICY

Encourage the addition of active transportation infrastructure where possible, apply Complete Street and traffic calming measures to improve roadway safety for all road users, and ensure that

residential and commercial growth considers the addition and routing of truck traffic throughout the Town.

ENVIRONMENTAL ANALYSIS

The transportation component of the provides an overview of the Town of Orangetown's existing transportation network. The information in the "Transportation, Mobility, and Parking" chapter provides the context for the development of goals and recommendations for potential transportation improvements for transportation, mobility, and parking in the Town, developed to address the needs and challenges that the Town presently faces, and will face, in the future.

The goal and objectives related to transportation for Orangetown were developed based on an inventory of the existing transportation systems and public feedback. Residents largely supported active transportation and providing infrastructure for bicyclists and pedestrians where space and demand are present, but also expressed concerns regarding traffic operations/enforcement and truck traffic in the Town. Based on the existing transportation systems inventory and public feedback, implementation strategies were developed to address resident concerns. These strategies include:

- Add sidewalks and protected on-street bicycle lanes as context-sensitive improvements when funding is available, meeting criteria such as but not limited to, sufficient roadway space and demand in downtown areas and along arterials, and especially where new developments are proposed.
- Expand active transportation infrastructure network by connecting existing trails and converting abandoned rail lines into multiuse paths.
- Connect existing multiuse path network from Orangetown south to New Jersey.
- Apply Orangetown Complete Streets Policy to all roadway projects in addition to planning separate Complete Street projects.
- Introduce traffic calming in residential areas, including channelizing roadways, adding curb extensions, providing bicycle lanes and sidewalks, and adding traffic circles and roundabouts.
- Collaborate with NYSDOT on upgrading existing traffic signals.
- Limit and consolidate driveways along major roadways, including NY State Routes 303, 304, and 340.
- Develop a truck route map to direct trucks to major roadways instead of cutting through downtown areas, and restrict truck traffic on select local roadways except for local delivery.
- Enforce and improve signage for roadway and bridge weight limits.
- Increase parking supply in areas with high parking demand, including South Nyack and Pearl River.
- Collaborate with public transportation providers, including Metro-North Railroad, Rockland Coaches, TOR, and Hudson Link to study, improve, and expand existing public transportation service, including bus stops, routing, frequency, and reliability.
- Study, add, and expand Park & Ride lots near major commuter stations.

The goals and objectives included in the 2022 Comprehensive Plan encourage the addition of active transportation infrastructure where possible, applying Complete Street and traffic calming measures to improve roadway safety for all road users, and ensuring that residential and commercial growth considers the addition and routing of truck traffic throughout the Town.

The overall impact of the transportation, mobility, and parking strategies is to promote a safe and enjoyable experience for users of all modes of transportation and to enhance connectivity and options for active transportation, bicyclists, pedestrians, and public transit riders. These efforts would reduce auto congestion, improve air quality, and protect the safety and increase the health of residents, workers, and visitors in Town. Therefore, no significant adverse environmental impacts are anticipated for these elements of the 2022 Comprehensive Plan.

ECONOMIC DEVELOPMENT & DOWNTOWN REVITALIZATION

GOAL AND POLICY

Improve economic conditions in the Town and revitalize the hamlet downtowns.

ENVIRONMENTAL ANALYSIS

One of the principal goals of the 2022 Comprehensive Plan is to provide a healthy economic environment for community-based businesses that maintain the Town’s tax base and provide jobs and services to the Town’s residents. The “Economic Development & Downtown Revitalization” chapter describes existing demographic and socioeconomic conditions of the Town. It then outlines goals, objectives, and strategies for the Town to consider as it seeks to enhance its economic base while protecting and enhancing the qualities of downtown areas of the Town, especially within the Town’s hamlets.

Based on the existing demographic and economic conditions, as well as public feedback from the public engagement process, implementation strategies were developed to address resident concerns and goals. Those strategies include:

- Explore grants and other funding opportunities for the Town and for small businesses, and educate business owners on how to apply for those opportunities.
- Utilize placemaking strategies such as annual community events, pop-up holiday markets, farmers markets, public art, and live entertainment to draw residents and visitors to the community, patrons to local businesses, and to activate the public realm.
- Encourage small businesses that add to the vitality of hamlet centers by providing cultural, recreational, and entertainment amenities desired by the community.
- Establish a local development corporation (LDC).
- Create an Orangetown Economic Development Plan.
- Attract new businesses of varying types and sizes to broaden business offerings and protect the Town’s tax base.
- Encourage infill development wherever possible, to maintain the ‘feel’ and ‘character’ of the hamlet downtowns.
- Activate the public realm in hamlet downtowns as a means to stimulate the local economies of the hamlets.
- The Town could consider undertaking an evaluation of short and long-term economic impacts of the Covid-19 Pandemic on businesses in Orangetown, to better inform strategies that could respond to new trends such as work-from-home, and hybrid work schedules.

The strength of the Town’s economic base is a vital component in maintaining stable tax revenues and providing local employment and services to residents. The strategies above help foster positive

economic development and downtown revitalization while balancing resident interests and concerns, including discouraging strip malls, protecting open space from commercial development, and limiting the development of large businesses, which often comes at the expense of smaller, locally owned businesses. Instead, the strategies support rehabilitation of older properties, attracting new creative businesses (such as startups, technology firms, and art and cultural centers), developing community centers, and hosting more outdoor events.

This 2022 Comprehensive Plan envisions an economic development plan that improves access to employment opportunities, advanced education, workforce development, and job training opportunities, as well as promotes reuse of existing buildings, infill development, and limitations on greenfield development. Therefore, no significant adverse environmental impacts are anticipated associated with these elements of the 2022 Comprehensive Plan.

OPEN SPACE & RECREATION

GOAL AND POLICY

Enhance the quality of natural environments, protect and preserve open spaces, increase access to parks across the Town, and support the ecological function of open spaces in flood mitigation, carbon sequestration, and in providing wildlife habitat and biodiversity.

ENVIRONMENTAL ANALYSIS

The Town of Orangetown is home to an array of parks and open spaces. There are approximately 2,500 acres of public and private open space in Orangetown, constituting 22.7 percent of the land within its boundaries. Orangetown's natural landscape is defined by both land and water features, with Clausland Mountain and a series of open spaces that form a 'green' north-south corridor to the east, and a chain of lakes and several creeks, which form a 'blue' north-south corridor further inland. The steep terrain of Clausland Mountain limits development on steep slopes, while the low-lying inland lakes and the Hackensack River wetlands limit development in environmentally sensitive areas.

Although there is a continuity of parks and open spaces in the north-south direction and along the Town's 'green' and 'blue' corridors, access to and connectivity in the east-west orientation between these corridors, the waterfront, and most residential areas are limited. These open space corridors, rich with amenities, not only serve the local residents, but are also a regional civic amenity. Specific recommendations to address public concerns and to support open space and recreation include:

- Use cluster development and conservation easements to preserve large contiguous areas of open space and protect environmentally sensitive areas.
- Develop a viewshed protection ordinance.
- Recycle underutilized areas and obsolete infrastructure for recreational use.
- Expand community programming and the ecological role of parks in habitat restoration.
- Educate young residents about the environmental importance of parks and promote park stewardship.
- Develop sustainable best practices for park maintenance.
- Consider and adopt urban forestry and landscaping best practices.

Town of Orangetown Comprehensive Plan

- Provide greater continuity between Orangetown’s local parks and open spaces, the regional open space corridor, and waterfront areas.
- Develop an Open Space Plan to continue expanding the Town’s area under Parks and Open Space use.

Orangetown’s well-maintained parks and open spaces not only have great scenic and recreational value, but also, they also serve as important ecological systems that can mitigate flooding hazards, protect watersheds, preserve wildlife habitat and biodiversity, and sequester carbon. The recommendations above provide a roadmap for the Town to further enhance the quality of natural environments, protect and preserve open spaces, increase access to parks across the Town, and support the ecological function of open spaces in flood mitigation, carbon sequestration, and in providing wildlife habitat and biodiversity. As such, no significant adverse impacts to open spaces and natural resources are anticipated.

SUSTAINABILITY & CLIMATE RESILIENCY

GOAL AND POLICY

Promote sustainable development and plan for climate resiliency.

ENVIRONMENTAL ANALYSIS

The Town of Orangetown has a wealth of natural features and systems of great scenic, ecological, and climate resilience value – including densely wooded steep slopes, green corridors, waterbodies, and numerous wetlands. These wetlands provide invaluable ecological services, including flood mitigation, absorption of excess nutrients, and critical habitats for animal and plant species.

One of the most significant environmental concerns in Orangetown is flooding. An estimated 26.1 percent of the Town’s land area is under high flood and associated water quality risks. Further, a steep slope analysis of the Town identified numerous residential areas located on slopes that exceed 25 percent, as well as areas declared landslide concerns due to development on steep slopes.

Recent severe storms have led to increased flooding on the steep slopes in areas identified as Critical Environmental Areas (CEAs), which are defined by the NYSDEC as areas that possess “exceptional or unique character” and meet other ecological conditions. Development proposed within a CEA requires a more stringent review process to evaluate potential environmental impacts. Additionally, the Town Code has set restrictions on blasting, land clearing, and tree removal, and it requires a permit for new construction, modification, and additions within CEAs.

The existing conditions highlight Town initiatives, as well as environmental challenges and assets, that can be leveraged to improve Orangetown’s resilience into the future. Public feedback emphasized concern for environmental issues. Specific recommendations include:

- Establish a Climate Working Group to seek funding for and to develop a Climate Action Plan.
- Mitigate the harmful impacts of flood events through development regulations and preventative measures, including steep slope ordinances.
- Review and update local regulations to promote resilient construction practices, manage stormwater, and reduce flooding.

- Map stormwater conveyance including drainage areas, outfalls, and discharge points for all of Orangetown's municipalities.
- Improve water quality by addressing root causes of contamination, protecting wetlands and watersheds, and aiding their ecological role.
- Establish a green infrastructure and structural retrofitting program to reduce phosphorus, nitrogen, and pathogen loading.
- Expand on existing stormwater public awareness programs to include a wider range of stakeholders and educational information.
- Reduce carbon emissions and promote healthier air quality.
- Limit the use of fossil fuels as a source of energy supply and incentivize the use of green building technologies for new development projects and retrofits.
- Rigorously enforce Town Code provisions to limit light pollution.

These recommendations address environmental challenges that include stormwater, water quality, pollution, flooding, and erosion hazards on steep slopes. Flooding, especially flash flooding, already is and will become an even more pressing issue due to climate change. In addition to retrofitting existing infrastructure, the 2022 Comprehensive Plan recommends reducing impervious surfaces. Altogether, protecting and reconstituting the wetlands system, designating additional environmentally sensitive zones such as CEAs, establishing urban forestry and landscaping regulations, stabilizing and regulating development of steep slopes, and increasing permeable ground surface will aid in addressing the Town's flooding, slope erosion, and water quality concerns across the board. The 2022 Comprehensive Plan recommends that the Town approach improving carbon emissions by switching to the 100 percent renewable energy Community Choice Aggregation (CCA) option, as well as favoring compact and infill development which in turn encourages pedestrians, biking, and other green mobility options, and reduces energy consumption, among other benefits.

Therefore, no significant adverse environmental impacts are anticipated associated with these elements of the 2022 Comprehensive Plan.

D. SUMMARY AND CONCLUSIONS

Adoption of the 2022 Comprehensive Plan would not directly result in any significant adverse environmental impacts. The recommendations of the 2022 Comprehensive Plan are intended to support economic, environmental, and equitable sustainability, as well as enhance community character, provide additional protection of natural resources that include open spaces, wetlands, steep slopes, and water quality, and to maintain development patterns that are consistent with the Town's character and natural resource protection efforts.

While the 2022 Comprehensive Plan includes a number of recommendations that could, when implemented individually, have potential environmental impacts, the overall impact of the implementation measures would be a positive impact on community character, economic development, and environmental protection. Where additional analyses are deemed necessary to evaluate individual actions consistent with the Comprehensive Plan, they will be completed in accordance with SEQRA.

Allison Kardon

From: Orangetown Supervisor
Sent: Wednesday, June 29, 2022 9:24 AM
To: Allison Kardon
Subject: FW: GRANT APPROVAL NOTIFICATION:

Allison Kardon
Confidential Assistant to Town Supervisor
Orangetown Town Hall
26 W. Orangeburg Rd.
Orangeburg, NY 10962
Ph: (845) 359-5100 Ext. 2293

akardon@orangetown.com
<https://www.orangetown.com/>



From: NYSERDA No Reply <no-reply@nyserda.ny.gov>
Sent: Tuesday, June 14, 2022 11:04 AM
To: Orangetown Supervisor <supervisor@orangetown.com>
Cc: cec@nyserda.ny.gov; kiet.mieu@nyserda.ny.gov; sharon.griffith@nyserda.ny.gov
Subject: GRANT APPROVAL NOTIFICATION:

According to NYSERDA records, recently submitted a grant application entitled Orangetown's First Electric Vehicle Purchase in the amount of \$50,000.00 under the Clean Energy Communities Program..

Congratulations! NYSERDA is interested in further pursuing your proposal. This includes the following conditions:

1. Reaching agreement with the NYSERDA project team on a scope of work, budget, and schedule for performing the work.
2. Reaching agreement with NYSERDA on mutually acceptable terms and conditions.
3. Pursuant to Section 5-a of the Tax Law, completing ST-220-CA, Contractor Certification to Covered Agency form (which will be provided to you with the contract for execution) and certifying that you have filed ST-220-TD, Contractor Certification, with the NYS Department of Taxation and Finance. The certification forms are also available at tax.ny.gov

NYSERDA's project manager, Sharon Griffith, (212) 971-5342, sharon.griffith@nyserda.ny.gov will be in touch with you shortly to commence discussions.

The agreement is then subject to execution by both parties of the contract. You are reminded that no work should be performed, nor any cost incurred under the project prior to execution of an appropriate agreement.

NYSERDA will not be issuing a press release regarding your grant. If you would like to issue a release, please send us a version to review to cec@nyserda.ny.gov and we will work with our communications department to provide you a quote. Please leave ample time for review prior to planned distribution.

If you have any questions, please do not hesitate to contact your local Clean Energy Communities Coordinator who is working on NYSERDA's behalf to help you navigate the program. You may also send us an email at cec@nyserda.ny.gov.

Thank you for your interest in NYSERDA's Clean Energy Communities Program. We look forward to working with you on this project

Again, congratulations!

Clean Energy Communities Team
NYSERDA
17 Columbia Circle | Albany, NY 12203-6399
nyserda.ny.gov
[follow](#) : [friend](#) : [connect with NYSERDA](#)

**PLANNING BOARD
TOWN OF ORANGETOWN**

TO: Rick Pakola
Deputy Town Attorney

FROM: Cheryl Coopersmith
Planning Board

DATE: March 15, 2023

RE:

Bergson Subdivision
Release of the Performance Bond
56 Woods Road, Palisades
77.18-1-3.1 & 3.2

Recommendation to the Town Board to Release the Performance Bond.

Please take the appropriate steps to place this item on the Town Board Agenda.

Thank you.

Attachment

PB#23-09: Bergson Subdivision Plan – Recommendation to the Town Board to Release the Performance Bond

Town of Orangetown Planning Board Recommendation

February 22, 2023

Page 1 of 2

TO: Simon Bergson, 56 Woods Road, Palisades, New York
FROM: Town of Orangetown Planning Board

RE: Bergson Subdivision Plan – Performance Bond: The application of Simon Bergson, owner, for a Recommendation to the Town Board to Release the Performance Bond at a site known as “**Bergson Subdivision – Performance Bond**”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 56 Woods Road, Palisades, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 78.18, Block 1, Lot 3.1 in the R-80 zoning district.

Heard by the Planning Board of the Town of Orangetown at a virtual meeting held **Wednesday, February 23, 2023**, at which time the Board made the following determinations:

Brianne Bergson Gluckstaran appeared and testified.

The Board received the following communications:

1. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated December 28, 2022.
2. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated January 9, 2023, and from the Highway Department, signed by James Dean, Superintendent of Highways, dated January 20, 2023.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated September 3, 2020.

The Hearing was open to the public.

A motion was made to open the Public Hearing portion of the meeting by Michael McCrory and second by Kevin Farry and carried as follows: Thomas Warren – Chairman, absent; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, aye; Lisa DeFeciani, aye; Tara Heidger, (alternate member), absent; and Andrew Andrews, aye.

There being no one to be heard from the Public, a motion was made by Kevin Farry and seconded by Andrew Andrews and carried as follows: Thomas Warren – Chairman, absent; Denise Lenihan, absent; Michael Mandel, Vice-Chairman, aye; Kevin Farry, aye; Michael McCrory, aye; Lisa DeFeciani, aye; Tara Heidger, (alternate member), absent; and Andrew Andrews, aye.

TOWN OF ORANGETOWN
2023 MAR 14 10:58
TOWN CLERK'S OFFICE

PB#23-09: Bergson Subdivision Plan – Recommendation to the Town Board to Release the Performance Bond

**Town of Orangetown Planning Board Recommendation
February 22, 2023
Page 2 of 2**

RECOMMENDATION: In view of the foregoing, the Planning Board
**Recommended to the Town of Orangetown Town Board to Release the
Performance Bond.**

The foregoing Resolution was made and moved by Andrew Andrews and seconded by Lisa DeFeciani and carried as follows:
Thomas Warren – Chairman, absent; Denise Lenihan, absent; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Michael McCrory, aye; Lisa DeFeciani, aye, Tara Heidger, (alternate member), absent; and Andrew Andrews, aye.

The Clerk of the Board is hereby authorized, directed and empowered to sign this **RECOMMENDATION** and file a certified copy in the Office of the Town Clerk and this Office of the Planning Board.

**Dated: February 22, 2023
Cheryl Coopersmith**



TOWN OF ORANGETOWN
2023 MAR 14 A 10:55
TOWN CLERK'S OFFICE

**Project Review Committee Report – February 8, 2023
Planning Board Meeting of February 22, 2023**



Bergson Subdivision Performance Bond

PB #23-09

Recommendation to the Town Board to Release the Performance Bond
56 Woods Road, Palisades; 78.18/1/3.1-2; R-80 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Pfizer Site Plan Consultation

PB #23-10

Consultation; 401 North Middletown Road, Pearl River
68.08/1/5; LI zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

125 South Greenbush Road Site Plan

PB #19-17

Prepreliminary/Preliminary Site Plan
and SEQRA Review; 125 South Greenbush Road, Orangeburg
74.07/1/15.1; LI zoning district

POSTPONED

155 South Greenbush Road Properties Site Plan

PB #19-18

Prepreliminary/Preliminary Site Plan
and SEQRA Review; 155 South Greenbush Road, Orangeburg
74.07/1/15.2; LI zoning district

POSTPONED




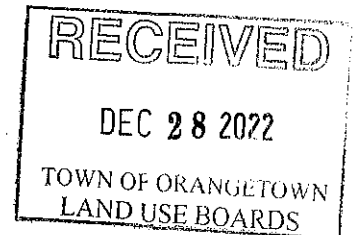
**OFFICE OF BUILDING, ZONING, PLANNING
ADMINISTRATION AND ENFORCEMENT
TOWN OF ORANGETOWN
20 GREENBUSH ROAD
ORANGETOWN, N.Y. 10962**

**Jane Slavin, RA
Director**

(845) 359-8410

Fax: (845) 359-8526

Date: December 28, 2022
To: Planning Board
From: Jane Slavin, RA.,
Director O.B.Z.P.A.E. 
Subject: **Bergson Subdivision**
Request Release of Performance Bond
56 Woods Road, Palisades
77.18-1-3.1 & 3.2



- 1) OBZPAE does not object to the request.

JS - 12-28-2022



**Department of Environmental Management and Engineering
Town of Orangetown**

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

January 9, 2023

Planning Board
Town of Orangetown
1 Greenbush Road
Orangeburg, New York 10962
Attn: Cheryl Coopersmith, Chief Clerk

**Re: Bergson Subdivision Plan
Performance Bond Release**

**Tracking # 19-11-78.18:1:3.1
Bond Amount \$ 102,906.00**

Gentlemen:


Please be advised that all of the requirements of our respective Departments have been completed/ satisfied and we therefore recommend the release of the Performance Bond for the above referenced project.

Department

Signature

Date

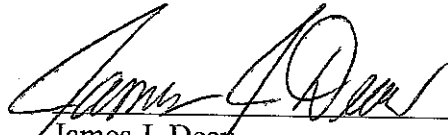
Engineering Department


Eamon Reilly, P.E.
Commissioner

01-09-2023


Highway Department

*Please be advised no
Highway Dept. inspection
or approvals for the Bergson
Subdivision Plan required*


James J. Dean,
Superintendent

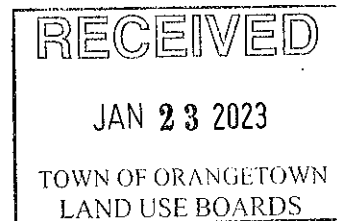
1-20-2023

Sewer Department


Eamon Reilly, P.E.
Commissioner

01-09-2023

cc: Town Attorney
J. Slavin
R. Sfraga
Highway file
Sewer file



* Copies of completed form to be sent to all signees'

** Year and month are from Planning Board decision establishing Performance Bond.

Cheryl Coopersmith

Bergson

From: Bergson, Simon <simonbergson@ManhattanBeer.net>
Sent: Tuesday, December 13, 2022 11:12 AM
To: Cheryl Coopersmith
Cc: Simon Bergson; Bergson Stefany
Subject: Woods Road Sewer Corp

i This message needs your attention
• This is their first email to you.

Report or Mark as Safe Powered by Mimecast

Hi Cheryl,

As we just discussed, please begin the process to allow me to terminate the bond that Wyandanch Washington Realty LLC has with the Town of Orangetown and let me know if there is anything else needed from me.

Thank you in advance,

Simon Bergson

c/o Wyandanch Washington Realty LLC

P.O. Box 695

Palisades, NY 10964-0695

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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PB #19-78: Bergson Subdivision Plan Tracking # 19-11-78.18:1:3.1
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond

Town of Orangetown Planning Board Decision
December 11, 2019
Page 1 of 2

TO: Jay Greenwell, 85 Lafayette Avenue, Suffern, New York
FROM: Orangetown Planning Board

RE: Bergson Subdivision Plan: The application of Jay Greenwell, applicant, for a Recommendation to the Town Board to Establish the Term and Value of the Performance Bond, at a site known as "**Bergson Subdivision**", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 56 Woods Road, Palisades, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 78.18, Block 1, Lot 3.1 & 3.2 in the R-80 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, December 11, 2019**, the Board made the following determinations:

Jay Greenwell appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated December 4, 2019.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., A.I.A., Director, dated December 9, 2019.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 6, 2019.

The Board reviewed the submitted plans. The hearing was then opened to the Public.

There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Stephen Sweeney and second by William Young and carried as follows: Thomas Warren - Chairman, aye; William Young - Vice Chairman, aye; Michael Mandel, absent; Robert Dell, aye; Michael McCrory, absent; Bruce Bond, aye, Andrew Andrews, aye and Stephen Sweeney, aye.

TOWN CLERK'S OFFICE
JAN - 3 9 58
TOWN OF ORANGETOWN

PB #19-78: Bergson Subdivision Plan Tracking # 19-11-78.18:1:3.1
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond

Town of Orangetown Planning Board Decision
December 11, 2019
Page 2 of 2

RECOMMENDATION: In view of the foregoing, the Planning Board **Recommended to the Orangetown Town Board** the value and term of the Performance Bond in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 6, 2019.

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before December 11, 2021 and Subject to the Following Conditions:

<u>ITEM</u>		<u>COST</u>
Iron Pins	\$	2,250.00
As-Built Drawings		3,600.00
Soil Erosion & Sediment Control		62,900.00
Sanitary Sewers		17,005.00
	<u>Sub-Total</u>	<u>85,755.00</u>
Administrative Close-out (20% of Sub-Total)	\$	17,151.00
	<u>Total Bond</u>	<u>\$ 102,906.00</u>

Inspection Fee: \$ 2,572.65
(3% of Sub Total of original bond amount)
To be submitted to DEME prior to Signing the Site Plan.

The foregoing Resolution was made and moved by Bruce Bond and second by William Young and carried as follows: Thomas Warren - Chairman, aye; William Young- Vice Chairman, aye; Michael Mandel, absent; Robert Dell, aye; Michael McCrory, absent; Andrew Andrews, aye, Stephen Sweeney, aye, and Bruce Bond, aye.

The Clerk of the Board is hereby authorized, directed and empowered to sign this **RECOMMENDATION** and file a certified copy in the Office of the Town Clerk and this Office of the Planning Board.

DATED: December 11, 2019
Cheryl Coopersmith
Chief Clerk Boards and Commissions



TOWN CLERK'S OFFICE
2020 JAN - 3 A 9 58
TOWN OF ORANGETOWN



Opioids: Implementation Administrator

Participation Agreements: DocuSign Instructions

January 31, 2023

Settlement Participation forms for the Teva, Allergan, CVS, Walgreens and Walmart National Opioid Settlements will be issued by the Implementation Administrator, Rubris Inc, via DocuSign for all subdivisions and special districts that are eligible to participate in one or more of these settlements.

Please add dse_na3@docusign.net and opioidsparticipation@rubris.com to your “safe” list so emails do not go to spam / junk folders. Please monitor your email for the Participation Forms and instructions. The DocuSign email will have the following subject, sender, and recipients:

Item	Description
Subject	Action Required: New National Opioid Settlements – Participation Forms - CL-12345
Address of Sender	dse_na3@docusign.net
Sender	Opioids Implementation Administrator
Recipients	Subdivision and Attorney contacts who received settlement notice

All questions related to participation agreements should be sent to opioidsparticipation@rubris.com. If an email recipient responds to the email from DocuSign, the response will be sent to this email address. Rubris Inc is monitoring and managing all requests to this email account.

Below are the instructions for reviewing and executing Participation Agreements via DocuSign, as well as printing and returning a signed Participation Agreement with a manual signature.

Steps for Reviewing and Executing Participation Agreements via DocuSign

Step	Comments
Step 1: Click on “Review Documents”	After clicking this button, a new browser window will open where you can begin the DocuSign process
Step 2: If you are the authorized signer, click on “Agree” and “Continue”	If you are not the authorized signer, click on “Other Actions” and select “Assign to Someone Else” Instructions for “Assign to Someone Else” are outlined below
Step 3: Review the cover letter	
Step 4: Answer the question “Will your subdivision or special district be signing the settlement participation form for the [Defendant] Settlement at this time?”	If you answer Yes, the required fields will highlight in red. Once you complete and execute the document, click “Finish” If you answer No, no further action is required for that Defendant’s Participation Agreement.



Step 5: Confirm the Governmental Entity Name and State are correct and enter the Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement	Fields with a red outline are required You can have up to five settlement documents as well as other state materials in your package
Step 6: Sign each Participation Agreement	Signature, Name, and Title are required for each Participation Agreement; The date will auto populate by DocuSign

Steps for Reviewing and Executing Documents via DocuSign

Step 1: Click on “Review Documents”

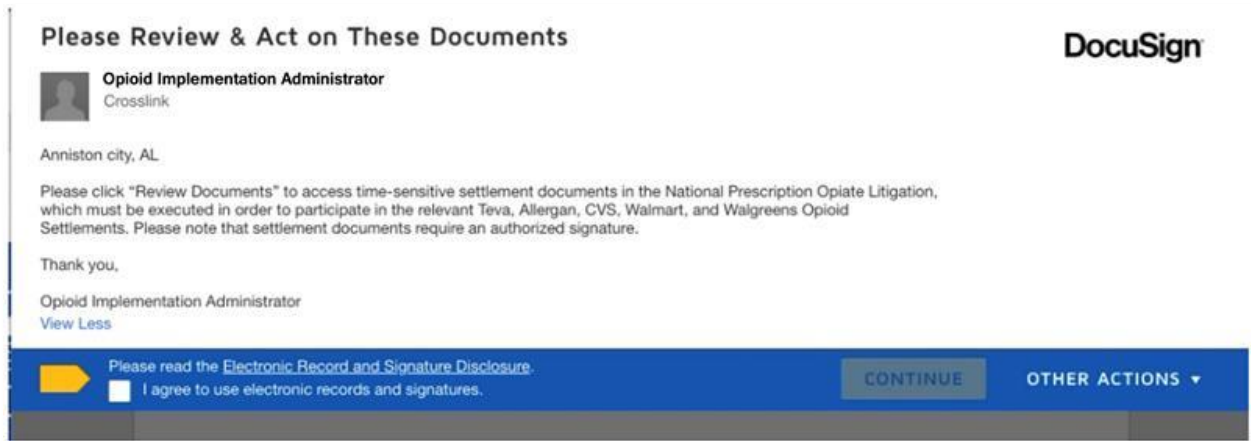
After clicking this button, a new browser window will open where you can begin the DocuSign process



Step 2: If you are the assigned signer, click on “Agree” and “Continue”

If you are **not** the assigned signer, click on “Other Actions” and select “Assign to Someone Else”

Please Note: The “Assigned Signer” was determined by using Registration data from the Janssen/Distributors Settlement. If you received this as the “Assigned Signer”, but believe this to be incorrect, you may assign it to someone else. Instructions for “Assign to Someone Else” are outlined on page 8 of this document.



Step 3: Review the cover letter



Step 4: Answer the question “Will your subdivision or special district be signing the settlement participation form for the [Defendant] Settlement at this time?” This question and the required Participation Agreement fields will need to be completed for each Defendant.



Please review the documents below. FINISH OTHER ACTIONS ▾

EXHIBIT K
Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

- If No, no further action is needed for this Defendant

Please review the documents below. FINISH OTHER ACTIONS ▾

EXHIBIT K
Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Oxford city 1, AL.	State: AL.
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- If Yes, fill out the required fields (shown with red outlines)
 - Proceed to Step 5

Step 5: Confirm the Governmental Entity Name and State are correct and populate Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement



Please review the documents below. FINISH OTHER ACTIONS ▾

EXHIBIT K
Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Oxford city 1, AL	State: AL
Authorized Signatory: _____	
Address 1: _____	
Address 2: _____	
City, State, Zip: _____ -- select --	
Phone: _____	
Email: _____	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

Step 6: Sign the Participation Agreement

Signature, Name, and Title are required for each Defendant; The date will be auto-populated by DocuSign. Select "Finish" to send all completed documents.

Please review the documents below. FINISH OTHER ACTIONS ▾

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Sign

Name: _____

Title: _____

Date: 1/30/2023

Once finished, you will receive an email copy for your records.

DocuSign

You've finished signing!



You'll receive an email copy once everyone has signed.

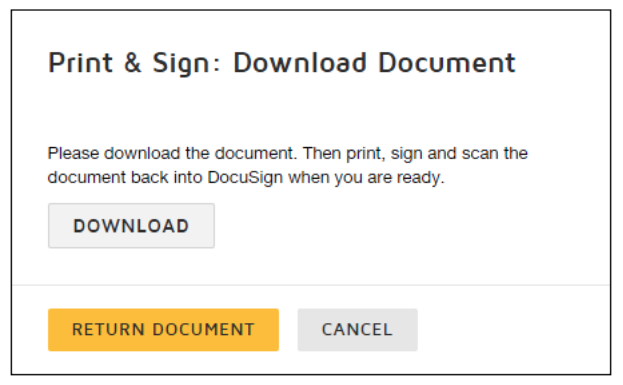


Steps to Return Signed Participation Agreements with a Manual Signature:

DocuSign allows participation agreements to be downloaded, signed manually, then scanned and uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with an electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.

Step 1: From the document you are signing, open the menu by clicking "Other Actions"

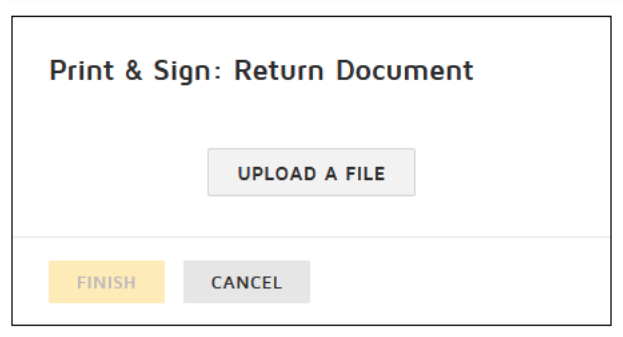
Step 2: Click "Print & Sign". You can save the document(s) to your computer by clicking "Download"



Step 3: Print the documents, populate, and sign the printed pages as needed

Step 4: In the "Print & Sign: Download Document" dialog box, click "Return Document"

Step 5: Click "Upload A File" and select the signed electronic file version of your document to upload



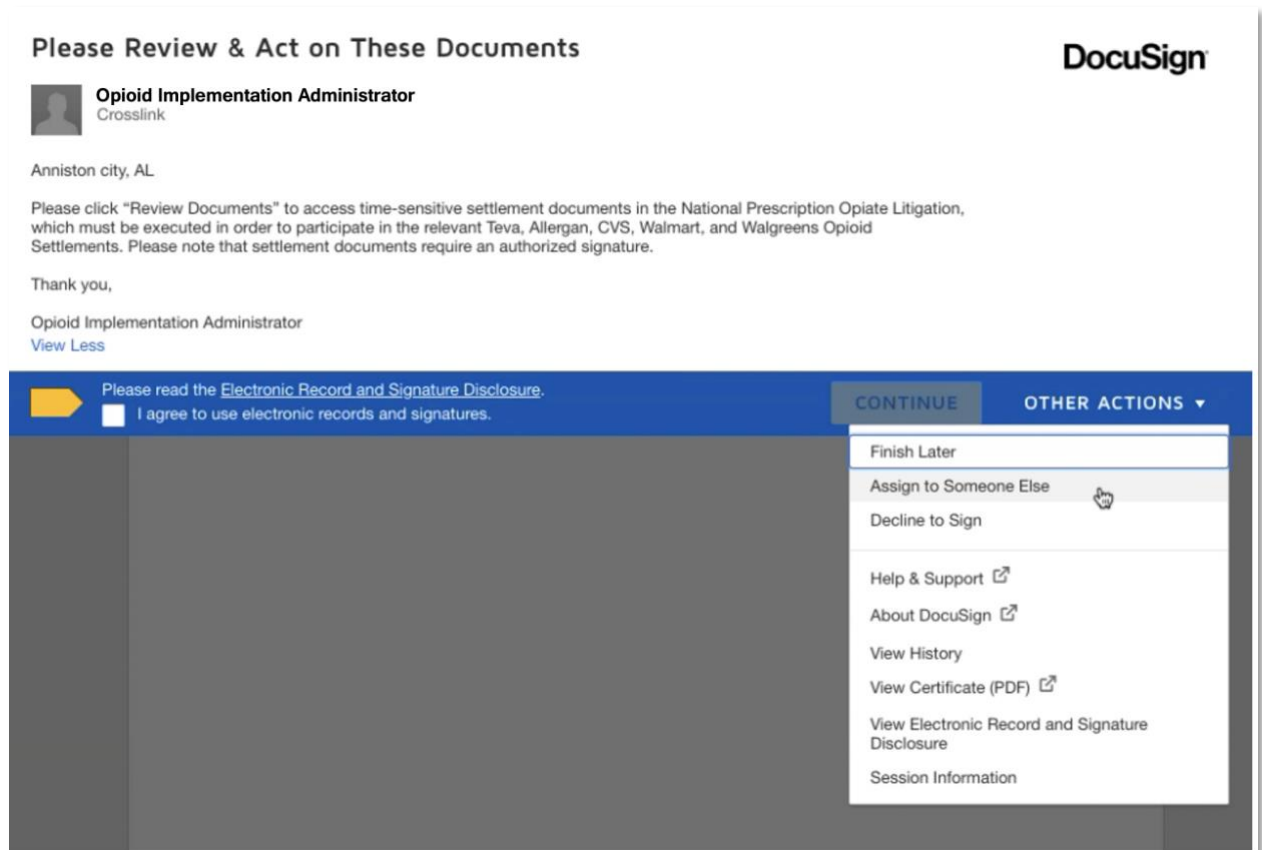
Step 6: Once the file is uploaded, the file name and number of pages will be shown in the dialog box. Ensure the correct document is uploaded and click "Finish" to send the document



Steps to “Assign to Someone Else”

Step 1: Select “Other Actions”

Step 2: Select “Assign to Someone Else”



Step 3: Enter the requested information for the Assigned Signer and click “Assign”

- The new signer will be notified
- You will be copied on all DocuSign emails sent to the new signer

Assign to Someone Else ✕

Delivery Method *

New Signer's Name *

New Signer's Email *

Provide a reason for assigning to someone else

250 characters remaining

The sender and the new signer will be notified of these changes. You will be added as a Carbon Copy (CC) recipient.

ASSIGN CANCEL

DocuSign

You've Changed The Signer



We've notified the sender and new signer. You'll receive an email copy once everyone has signed.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 3, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney
(m4)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

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

SDM Industries
21 South Park Terrace
Congers, NY 10920
Tel.: 845-268-7235

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for April 11, 2023. Should you have any questions, please do not hesitate to contact this Office.

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

encl.



Chestnut Ridge Transportation, Inc.

March 15, 2022

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

Dear Mr. Gorton,

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy E. Flood", written in a cursive style.

Timothy E. Flood
Executive Vice President

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

TOWN OF ORANGETOWN
DEPARTMENT OF PARKS, RECREATION AND BUILDINGS

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

MARCH, 2021

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

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

No proposals will be accepted by facsimile.

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

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

ARIC T. GORTON
DIRECTOR

ROSANNA SFRAGA
TOWN CLERK

DATED: **March 30, 2021**

INFORMATION TO BIDDERS

1. Receipt and Opening of Proposals

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

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

2. Preparation of Proposal

Proposals must be submitted on the prescribed form.

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

3. Description of Work

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

4. Qualifications of Bidder

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

5. Security Accompanying Proposal

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

6. Consent of Surety

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

7. Liquidated Damages for Failure to Enter Into Contract

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

8. Contractor's Bonds

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

9. Condition Work

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

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

10. Information Not Guaranteed

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

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

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

11. Operations Maintained

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

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

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

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

12. Utilization of Structure and Equipment by Owner

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

13. Construction Methods

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

14. Obligation of Bidder

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

15. Addenda and Interpretations

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

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

16. **Security for Faithful Performance**

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

17. **Power of Attorney**

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

18. **Laws and Regulations**

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

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

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

20. **Intent of Contract Documents**

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

21. Irregular Proposals

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

22. Insurance Certificates

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

23. Sales Tax Exemption

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

24. Time for Completion

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

25. Damages

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

26. Wage Schedule

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

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

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

Service by the Town to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.
32. Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

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

PROPOSAL

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

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

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

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

Providing All-Day Bus Transportation, beginning July 5th -August 13th, 2021.

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

PRICE PER BUS:

\$ \$465.00 per bus/per day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time of Completion

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

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

Acceptance of Award

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

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

Bidder's Representations

The undersigned bidder hereby represents as follows:

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

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

The fact that a bidder

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

Security of Proposal

The undersigned submits, as security accompanying this proposal:

Certified Check in the amount of \$ _____ or

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

With _____ as surety thereon.

Attachments to Proposal

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

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

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

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

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

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

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

By: 
Timothy E. Flood, Executive Vice President

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

Telephone Number: 845-356-2200

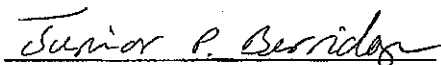
*Insert Bidder's Name

STATE OF NEW YORK

COUNTY OF ROCKLAND

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

Sworn to and subscribed to before me this 13TH day of APRIL, 2021.


 NOTARY PUBLIC

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATE

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


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

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

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

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

DATED: April 12, 2021

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

BID BOND

Know all men by these presents, that we, the undersigned _____
CHESTNUT RIDGE TRANSPORTATION, INC.

As principal, and UNITED STATES FIRE INSURANCE COMPANY

as Surety are hereby held and firmly bound unto the Town of Orangetown
in the penal sum of FIVE PERCENT (5%) OF AMOUNT BID

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

Signed this 15TH day of APRIL 20 21.

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

2021 BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP

NOW THEREFORE,

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

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

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

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

CHESTNUT RIDGE TRANSPORTATION, INC.

By: _____ (L.S.)
Principal

UNITED STATES FIRE INSURANCE COMPANY

Surety

By: Aaron V. Nowland

AARON V. NOWLAND, ATTORNEY-IN-FACT

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK)
County of ROCKLAND) ss:

On this 13TH day of APRIL 2021,
before me personally came

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

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

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

Junior P. Berridge
Notary Public

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

AGREEMENT

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

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

PROVIDING DAILY BUS TRANSPORTATION:

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

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

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

\$ zero cents
(Cents in Words)

PROVIDING MORNING AND AFTERNOON BUS SERVICE FOR DAY CAMP:

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

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

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

\$ zero cents
(Cents in Words)

PROVIDING AFTERNOON BUS SERVICE FOR TEEN CAMP:

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

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

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

\$ Zero cents
(Cents in Words)

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

NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

ATTEST:


TOWN CLERK

(SEAL)

TOWN OF ORANGETOWN

By


SUPERVISOR

TOWN OF ORANGETOWN
DEPARTMENT OF PARKS, RECREATION

By


DIRECTOR

ATTEST:

SECRETARY
(SEAL)

Chestnut Ridge Transportation, Inc.

CONTRACTOR AND/OR CONTRACTING
FIRM/CORPORATION

By



Type

STATE OF NEW YORK)
 :SS
COUNTY OF ROCKLAND)

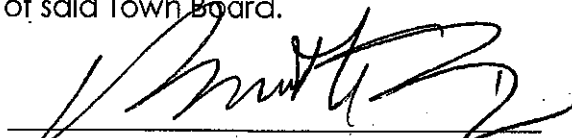
On the 1st day of July, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared TERESA KENNY, to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say that she resides in Rockland County, New York and that she is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that she knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that she signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.


Notary Public

STATE OF NEW YORK)
 :SS
COUNTY OF ROCKLAND)

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

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


Notary Public

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

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

By: _____

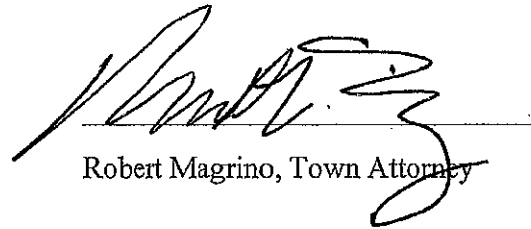
Date: _____

For: _____

CERTIFICATION OF TOWN ATTORNEY

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

DATED: 7/12/2021


Robert Magrino, Town Attorney

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

Description of Work:

PROVIDING ALL-DAY BUS TRANSPORTATION

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

ANTICIPATED BUS STOPS:

Pearl River

St. Margaret's School

Pearl River High School

Nauraushaun Elementary
(A Starting Place)

South Orangetown

So. Orangetown Middle School

Sparkill Fire Department

Tappan Zee High School

W.O. Schaefer School

South Nyack Village Hall

PROVIDING MORNING AND AFTERNOON BUS SERVICE AT THE DAY CAMP

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

PROVIDING AFTERNOON BUS SERVICE FOR THE TEEN CAMP

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

RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

OWNER/TOWN'S RESPONSIBILITIES

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

Business & Technical Organization

Chestnut Ridge Transportation, Inc.

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

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

Statement of Experience

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

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

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

Contact: Douglas Schwegler
Transportation
(845) 577-6588

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

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

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

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

Chestnut Ridge Transportation, Inc.

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

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

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

The Trans Group

Combined Financial Statements

December 31, 2019 and 2018



CONFIDENTIAL

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

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

CONFIDENTIAL

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

The Trans Group
 Combined Balance Sheets
 (continued)

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

CONFIDENTIAL

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

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

CONFIDENTIAL

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

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

CONFIDENTIAL

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

The Trans Group

Combined Statements of Changes in Equity

(continued)

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

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

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

CONFIDENTIAL

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

The Trans Group
Combined Statements of Cash Flows
(continued)

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

CONFIDENTIAL

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

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

CONFIDENTIAL

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

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

CONFIDENTIAL



CRUM & FORSTER
A TALENT COMPANY

CONSENT OF SURETY

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

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

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

UNITED STATES FIRE INSURANCE COMPANY

BY: AARON V. NOWLAND

AARON V. NOWLAND, ATTY-IN-FACT

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

06385

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, President

State of New Jersey }
County of Morris }

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

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

Sonia Scala

Sonia Scala

(Notary Public)

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

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

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

FOR PRINCIPAL'S USE ONLY (Use Only One)

INDIVIDUAL ACKNOWLEDGEMENT
Unless a Corporation

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, before me personally came

_____ to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

Notary Public

Notary Address

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____

_____ that he/she is the _____ of the

_____ the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

FOR SURETY USE ONLY

SURETY ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF BERGEN

SS:

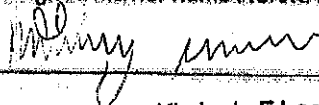
On this 15th day of April, 2021, before me personally came

Aaron V. Nowland

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

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

_____ UNITED STATES FIRE INSURANCE COMPANY, and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Kimberly E Leonard
A Notary Public of New Jersey
My Commission Expires July 18, 2022

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

ASSETS

Bonds (Amortized Value).....	1,271,745,314
Preferred Stocks (Market Value).....	12,500,000
Common Stocks (Market Value).....	1,367,179,277
Mortgage Loans (Market Value).....	129,482,676
Cash, Cash Equivalents, and Short Term Investments.....	872,418,743
Derivatives.....	22,295,392
Other Invested Assets.....	381,854,569
Investment Income Due and Accrued.....	10,633,412
Premiums and Considerations.....	361,050,764
Amounts Recoverable from Reinsurers.....	37,752,224
Funds Held by or Deposited with Reinsured Companies.....	9,551,031
Current Income Taxes Recoverable.....	99,753
Net Deferred Tax Asset.....	189,212,579
Electronic Data Processing Equipment.....	2,976,676
Receivables from Parent, Subsidiaries and Affiliates.....	66,045,263
Other Assets.....	83,625,922
TOTAL ASSETS.....	\$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,773,113,441
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	96,184,770
Loss Adjustment Expenses.....	379,712,166
Commissions Payable, Contingent Commissions and Other Similar Charges.....	10,938,946
Other Expenses (Excluding Taxes, Licenses and Fees).....	74,050,735
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,112,482
Unearned Premiums.....	711,160,035
Advance Premium.....	10,524,196
Ceded Reinsurance Premiums Payable.....	39,739,814
Funds Held by Company under Reinsurance Treaties.....	27,831,610
Amounts Withheld by Company for Account of Others.....	111,982,736
Provision for Reinsurance.....	1,603,526
Payable to Parent, Subsidiaries and Affiliates.....	11,258,344
Other Liabilities.....	32,706,068
TOTAL LIABILITIES.....	\$ 3,299,918,869
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,657,074,940
Unassigned Funds (Surplus).....	(157,350,214)
Surplus as Regards Policyholders.....	1,518,504,726
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,818,423,595

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

Carmine Scaglione

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY



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

PERMIT # 23-SP-006



EVENT NAME: JFCS Wheels for Meals: Ride to Fight Hunger

APPLICANT NAME: Jewish Family and Children's Services of Northern New Jersey (JFCS)

ADDRESS: 1485 Teaneck Road, Teaneck, NJ

PHONE #: 201-837-9090 x 212 CELL # N/A FAX # 201-837-9393

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

The above event will be held on June 11, 2023 from 6:00AM to 1:00PM RAIN DATE: _____ N/A

Location of event: Spectra Labs

Sponsored by: N/A

Telephone #: _____

Address: 8 King Road, Rockleigh, NJ 07647

Estimated # of persons participating in event: 250 vehicles N/A

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

Michele Wellikoff - 1485 Teaneck Road, Teaneck, NJ 07666 - 201-837-9090 x250

Signature of Applicant: Michele Wellikoff Date: 3/14/23

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event – Received On: 3/16/23

Certificate of Insurance – Received On: 3/16/23

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit ^{USE} N – Received On: 3/16/23

Rockland County Highway Dept. Permit: N – Received On: 3/16/23

NYS DOT Permit: Y / N – Received On: Pending Town Approval

Route/Map/Parking Plan: N – Received On: 3/16/23

RFS #: BARRICADES: Y CONES: Y TRASH BARRELS: Y OTHER: _____

APPROVED: [Signature] 3.17.23 DATE: 3.17.23

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y Other: _____

APPROVED: [Signature] DATE: 3/23/23

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Aux. Police Detail Items: _____

APPROVED: [Signature] DATE: 3/23/23

Chief of Police

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

Workshop Agenda Date: 4/11/23 Approved On: _____ TBR #: _____

RECEIVED

MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

MAR 24 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

RECEIVED



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

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

MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME Stacey Frenkel DATE March 13, 2023

COMPANY Jewish Family and Children's Services of Northern New Jersey (JFCS)

ADDRESS 1485 Teaneck Road, Teaneck, NJ 07666

TELEPHONE (201) 837-9090 x238; cell: (201) 317-1851

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

Mainly Oak Tree Road. A small number of riders will use Fifth Avenue, Van Wyck Road, Erie Street West, & S. Greenbush Road. (Coordinating with State, County and Parks Department for other locations within Orangetown)

(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR USE Bike ride (not a race)

DATE OF USE June 11, 2023 RAIN DATE N/A

TIME ROAD WILL BE USED 6:30am - 11:00am

WILL ROAD BE OPEN TO LOCAL TRAFFIC? Yes

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED.

PRELIMINARY APPROVAL [Signature] DATE 3-17-23

JAMES J. DEAN

SUPERINTENDENT OF HIGHWAYS

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

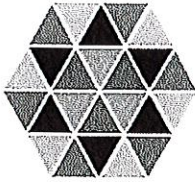
8-13-02bjd

HAMLETS: PEARL RIVER • BLAUVELT • ORANGETOWN • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW



CLEAN STREETS = CLEAN STREAMS

RECEIVED



JFCS

JEWISH FAMILY & CHILDREN'S SERVICES
OF NORTHERN NEW JERSEY

Empowering People. Transforming Lives.

MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

March 14, 2023

Orangetown Town Board
26 Orangeburg Rd
Orangeburg, NY 10962

To the Orangetown Town Board:

Jewish Family & Children's Services of Northern New Jersey (JFCS) is hosting the 12th Annual Wheels-for-Meals: Ride to Fight Hunger on Sunday, June 11, 2023. This bike ride event (not a race) commences in Rockleigh, NJ, and will travel through select areas of the town.

To control local traffic and allow our riders to ride safely, we respectfully request police presence at the following intersections:

- State Hwy 340 and Oaktree Road, between 6:30 am-11:00 am
- Oaktree Road and the Rail Trail, between 7:30 am - 11:00 am

No further assistance is required from the Highway Department or Park Department.

Please find the accompanying paperwork and route map information with this letter.

Should you have any questions, please contact Justin Zucker at JustinZ@jfcnnj.org or 201-837-9090 x243.

Thank you.

Michele Wellikoff, LCSW
Chief Development Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2023

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 Fairmont Ins. Brokers, Ltd. 1600 60th Street Brooklyn NY 11204		CONTACT NAME: Krissy Mark PHONE (A/C, No, Ext): (718) 232-3300 FAX (A/C, No): (718) 256-9062 E-MAIL ADDRESS: kmark@airmontins.com	
INSURED Jewish Family and Children's Services of Northern New Jersey 1485 Teaneck Rd. Teaneck NJ 07666		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co of Ill INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 40142	

COVERAGES **CERTIFICATE NUMBER:** CL233935366 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		FLM1083773-00	03/11/2023	06/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS1182416-00	03/11/2023	05/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Town of Orangetown - 26 Orangeburg Road, 26 Orangeburg Road, NY, 10962
 is/are included as additional insured as required by written contract with respects to the Bike Rallies at 8 King Road, Rockle'gh, NJ (Start and Finish) on 6/11/23.

RECEIVED

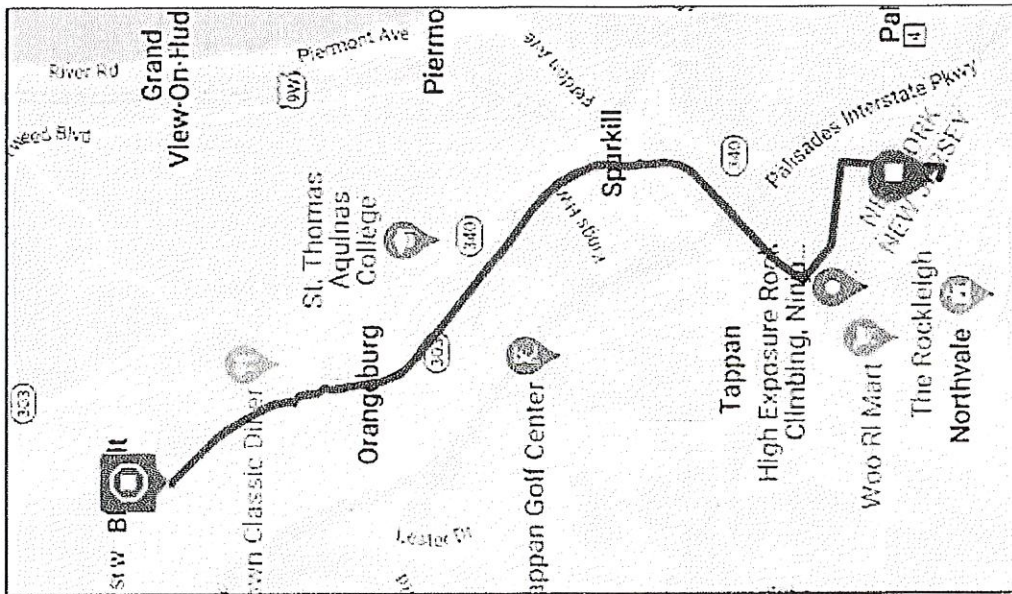
CERTIFICATE HOLDER Town of Orangetown 26 Orangeburg Road 26 Orangeburg Road NY 10962	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

RECEIVED

30-mile

MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

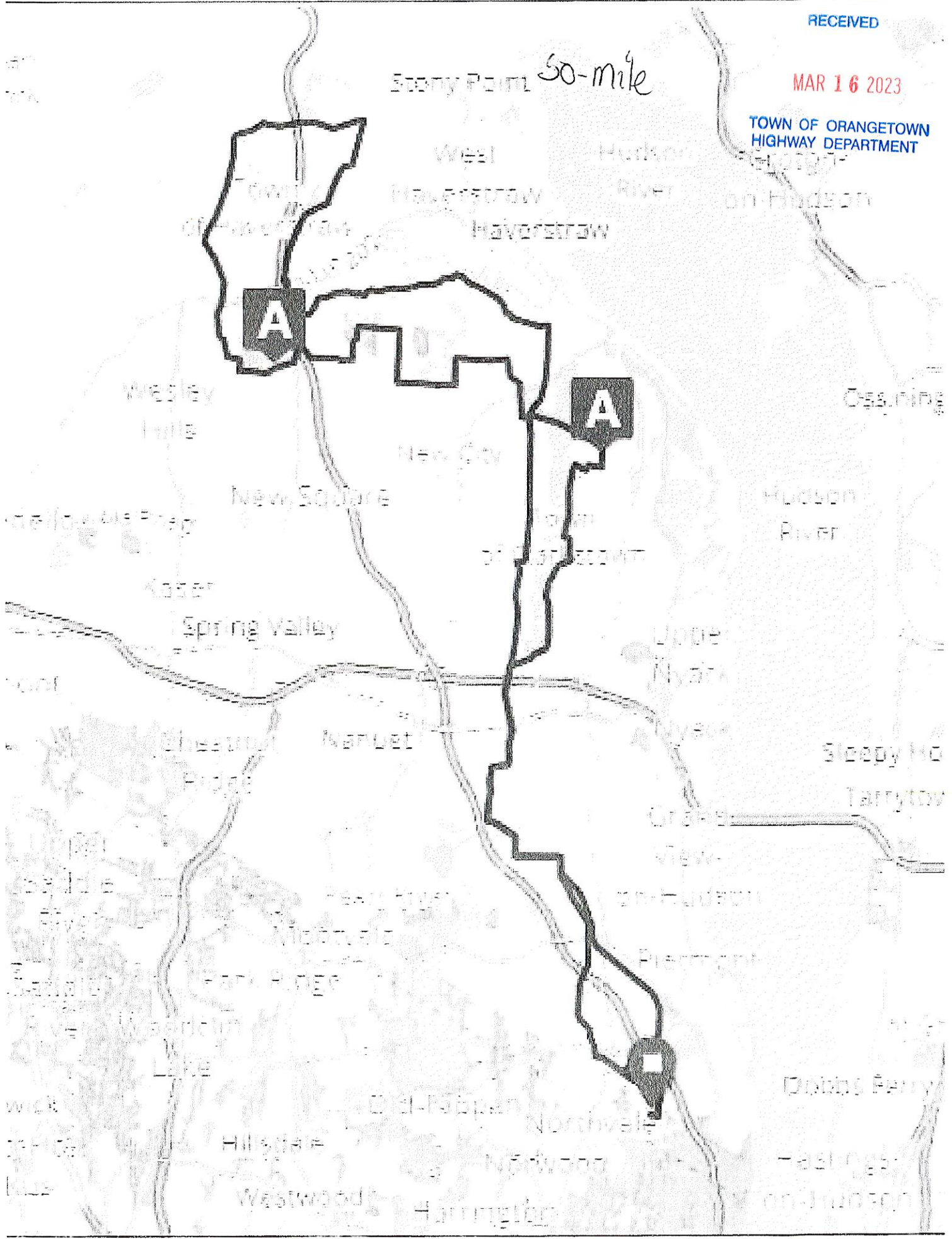


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MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

50-mile



MAR 16 2023

JFCS 2023_06_11 50 Miles (Updated 3-10-23)

49.8 miles

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Piermont Road, CR 501	0.1
0.5	←	Left	Turn left onto Oak Tree Road	0.6
1.1	→	Slight Right	Turn slight right onto Main Street, CR 15	1.7
0.1	←	Slight Left	Keep left onto Greenbush Road	1.8
0.5	→	Right	Turn right onto Western Highway, CR 15	2.3
2.6	←	Left	Turn left onto Erie Street West	4.9
0.7	→	Right	Turn right onto Van Wyck Road	5.5
0.3	←	Left	Turn left onto 5th Avenue	5.8
0.5	→	Right	Turn right onto Sickletown Road, CR 23	6.3
2.5	↑	Straight	Continue straight onto Strawtown Road, CR 23	8.8
1.6	→	Right	Turn right onto Strawtown Road, CR 23	10.4
2.3	↑	Straight	Continue straight onto Ridge Road	12.7
1.5	←	Left	Turn left onto S Mountain Rd, Old Route 304	14.1
0.2	→	Slight Right	Keep right onto South Mountain Road	14.3
4.1	→	Slight Right	Turn slight right onto State Highway 45	18.5
0.6	←	Sharp Left	Turn sharp left onto US 202	19.0
0.0	→	Slight Right	Keep right onto Thiells-Mount Ivy Road	19.1
0.0	↑	Straight	Continue onto Thiells-Mount Ivy Road, CR 47	19.1
2.1	→	Right	Turn right onto Letchworth Village Road, CR 94	21.2
0.1	←	Left	Turn left onto Hammond Road	21.2
0.7	←	Sharp Left	Turn sharp left onto Willow Grove Road, CR 98	21.9
1.6	←	Left	Turn left onto Call Hollow Rd	23.5
2.1	←	Left	Turn left onto Camp Hill Rd	25.6
2.2	←	Left	Turn left onto Pomona Road, CR 86	27.8
0.9	←	Left	Turn left onto State Highway 45	28.7
0.2	→	Slight Right	Keep right onto Concklin Rd	28.9
0.1	→	Slight Right	Turn slight right onto Concklin Road	28.9
0.8	←	Left	Turn left onto Buena Vista Road	29.8
0.5	→	Slight Right	Turn slight right onto Saw Mill Road	30.3
0.6	→	Right	Turn right onto North Little Tor Road, CR 33	30.9
0.8	←	Left	Turn left onto Phillips Hill Road	31.7
0.9	←	Left	Turn left onto North Main Street	32.6
0.4	→	Right	Turn right onto Haverstraw Road	33.0

Leg	Dir	Type	Notes	Total
0.8	→	Right	Turn right onto Goebel Road	33.8
1.0	←	Left	Turn left onto Congers Road	34.7
0.1	↑	Straight	Continue straight onto Congers Road	34.8
1.2	→	Right	Turn right onto Kings Highway	36.0
0.2	→	Right	Turn Right on Pitkin	36.2
0.2	→	Right	Turn right onto Parkside Drive	36.3
0.3	→	Right	Turn right onto The Rise	36.6
0.2	←	Left	Turn left onto Waters Edge	36.8
1.1	←	Left	Turn left onto Andover Road	37.9
0.1	→	Right	Turn right onto Deer Track Lane	38.0
0.3	→	Right	Turn right onto Old Mill Road	38.3
2.1	←	Left	Turn left onto Strawtown Road, CR 23	40.4
1.7	←	Left	Keep left onto Strawtown Road	42.2
0.7	↑	Danger	CAUTION - One-Lane Tunnel	42.9
0.1	←	Left	Turn left onto 5th Avenue	43.0
0.5	→	Right	Turn right onto Van Wyck Road	43.4
0.3	←	Left	Turn left onto Erie Street West	43.7
0.7	→	Right	Turn right onto Western Highway South, CR 15	44.4
0.3	←	Left	Turn left onto Joseph B. Clarke Rail-Trail	44.7
0.7	←	Slight Left	Keep left onto Joseph B. Clarke Rail-Trail	45.4
2.3	↑	Straight	Continue onto Joseph B. Clarke Rail-Trail	47.7
1.0	←	Left	Turn left onto Oak Tree Road	48.7
0.6	→	Right	Turn right onto State Highway 340, NY 340	49.3
0.5	→	Right	Turn right onto King Road	49.7

Ride With GPS · <https://ridewithgps.com>

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MAR 16 2023

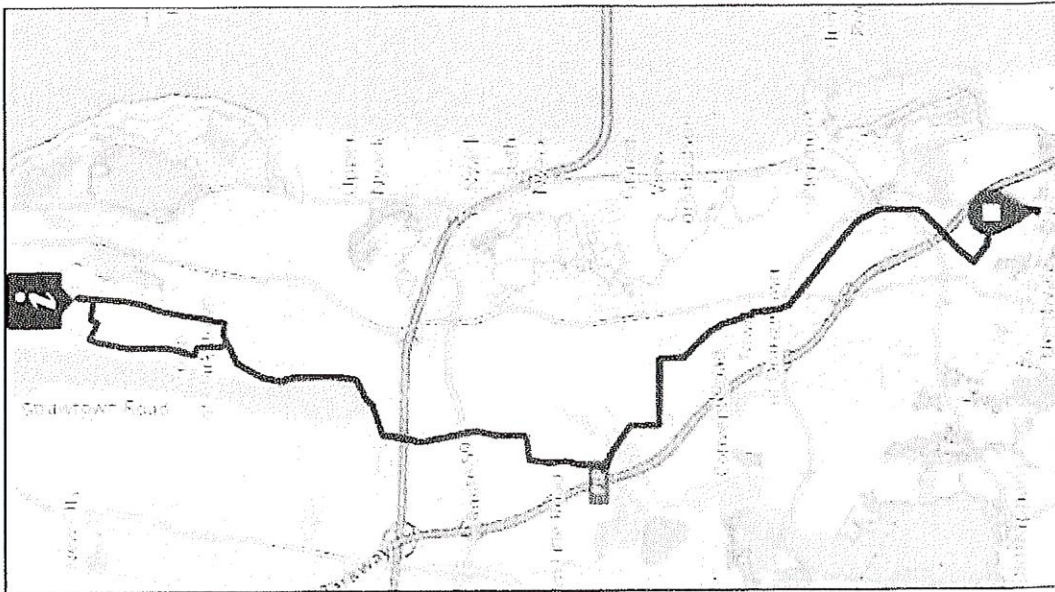
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

25-mile

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MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



JFCS 2023_06_11 25 Miles (Updated 3-10-23)

MAR 16 2023

26.2 miles

Leg	Dir	Type	Notes	TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	Total
	←	Left	Turn left onto Piermont Road, CR 501		0.0
0.5	←	Left	Turn left onto Oak Tree Road		0.5
0.6	→	Right	Turn right onto Joseph B. Clarke Rail-Trail		1.1
1.0	↑	Straight	Continue onto Joseph B. Clarke Rail-Trail		2.1
2.1	→	Slight Right	Keep right onto Joseph B. Clarke Rail-Trail		4.2
0.7	→	Right	Turn right onto Western Highway South, CR 15		4.9
0.3	←	Left	Turn left onto Erie Street West		5.1
0.7	→	Right	Turn right onto Van Wyck Road		5.8
0.3	←	Left	Turn left onto 5th Avenue		6.1
0.5	→	Right	Turn right onto Sickletown Road, CR 23		6.6
2.5	→	Right	Turn right onto Old Mill Road		9.1
2.1	↑	Straight	Continue straight onto Old Mill Road		11.2
0.2	←	Left	Turn left onto Kings Highway, CR 13		11.4
1.5	←	Left	Turn Left onto Pitkin		12.9
0.2	→	Right	Turn right onto Parkside Drive		13.1
0.3	→	Right	Turn right onto The Rise		13.4
0.2	←	Left	Turn left onto Waters Edge		13.6
1.1	←	Left	Turn left onto Andover Road		14.7
0.1	→	Right	Turn right onto Deer Track Lane		14.7
0.3	→	Right	Turn right onto Old Mill Road		15.1
2.1	←	Left	Turn left onto Strawtown Road, CR 23		17.2
1.7	←	Left	Keep left onto Strawtown Road		18.9
0.7	↑	Danger	CAUTION - One lane tunnel		19.6
0.1	←	Left	Turn left onto 5th Avenue		19.7
0.5	→	Right	Turn right onto Van Wyck Road		20.2
0.3	←	Left	Turn left onto Erie Street West		20.5
0.7	→	Right	Turn right onto Western Highway South, CR 15		21.2
0.3	←	Left	Turn left onto Joseph B. Clarke Rail-Trail		21.4
0.7	←	Slight Left	Keep left onto Joseph B. Clarke Rail-Trail		22.1
2.1	↑	Straight	Continue onto Joseph B. Clarke Rail-Trail		24.2
1.0	←	Left	Turn left onto Oak Tree Road		25.2
0.6	→	Right	Turn right onto State Highway 340, NY 340		25.8
0.5	→	Right	Turn right onto King Road		26.2

JFCS 2023_06_11 10 Miles (Updated 3-10-23)

9.8 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Piermont Road, CR 501	0.1
0.5	←	Left	Turn left onto Oak Tree Rd	0.5
0.6	→	Right	Turn right onto Joseph B. Clarke Rail-Trail	1.1
1.0	←	Left	Slight left to stay on Joseph B. Clarke Rail-Trail	2.1
0.0	←	Left	Slight left to stay on Joseph B. Clarke Rail-Trail	2.1
0.1	←	Left	Keep left to stay on Joseph B. Clarke Rail-Trail	2.2
2.0	→	Right	Turn right to stay on Joseph B. Clarke Rail-Trail	4.2
0.7	↑	Straight	Make a U-turn at Western Hwy S	4.9
0.7	←	Left	Turn left to stay on Joseph B. Clarke Rail-Trail	5.6
2.1	→	Right	Slight right to stay on Joseph B. Clarke Rail-Trail	7.7
1.0	←	Left	Turn left onto Oak Tree Rd	8.7
0.6	→	Right	Turn right onto NY-340 E	9.3
0.5	→	Right	Turn right onto King Rd	9.8

Ride With GPS - <https://ridewithgps.com>

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MAR 16 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

MAR 16 2023

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

TOWN OF ORANGET
HIGHWAY DEPARTM

THIS IS A REQUEST FOR USE / CLOSE A COUNTY ROAD (check that apply)

Name of Event: Wheels for Meals: The Ride to Fight Hunger

Date (s): ~~June 12, 2022~~ June 11th 2023 Time (s): 6:30am - 1:00pm No. of Participants: 250

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other Bike Ride (not a race)

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Main Street (CR 25)	Orangetown: Blauvelt, Orangeburg, Pearl River, Tappan
Kings Highway (CR13), N Little Tor Rd (CR33), Phillips Hill Rd, N Main St (CR25), Mountain Rd (Old Route 304), Western Hwy S/N (CR15), Stranstown Rd (CR23), Ridge Road, North Main Street, Haverstraw Road (Old Route 504), Congers Rd	Clarkstown: Congers, New City, Valley Cottage, West Nyack
Pomona Rd (CR 86), Willow Grove Rd (CR98), Theils-Mount Ivy Rd (CR47), Letchworth Village Rd (CR94), Hammond Rd, Call Hollow Rd	Haverstraw: Pomona, Theiell's
Please see Route Maps for Additional Information	

Applicant Information:

Jewish Family & Children's Services of Northern New Jersey
Applicant (individual, organization, group)

Stacey Frenkel
Authorized Representative (if different from Applicant)

1485 Teaneck Road
Mailing Address

201-837-9090 x212
Telephone Number (including area code)

Teaneck, NJ 07666
City, State, Zip Code

201-317-1851
Cell Phone Number (including area code)

staceyf@jfcnnj.org
Email Address

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
We will coordinate with the police departments in the appropriate towns and hamlets/villages to ensure safety of riders at appropriate locations.

 - Detours (provide map of detour, show detour sign/police locations, etc.)
None

 - Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)
Local newspapers and email notifications; lawn signs distributed to participants

 - Coordination (describe coordination with local police/municipalities/emergency services/other entities)
Englewood Hospital providing on-site ambulance.
Each hamlet/village police department is notified to ensure police presence at appropriate intersections.

 - Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)
Each participant is provided with a wristband with a direct number to Englewood Hospital ambulance which will be at our site in Rockleigh, NJ and available for the duration of the event.

 - Spectator Control (indicate any special measures are being taken to control spectators)
Not applicable

 - Event Support Vehicles (describe any vehicles used in the event)
Not applicable

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)

- (See attached Tax ID for non-profit entity)
- Full Day - \$500.00
 - Half Day - \$250.00
- No. of Days 1 Total Amount \$ 0

Non Profit

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.

Michele Welby
Applicant's Representative's Signature

4/28/22
Date

Application Received By:
[Signature]
RCHD Representative's Signature

03/06/2023
Date

Application Approved By:
[Signature]
RCHD Superintendent of Highways

3/7/23
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.

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MAR 20 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT # 23-SP-007

RECEIVED
MAR 23 2023
Orangetown Police Department

EVENT NAME: Relay For Life of Rockland County

APPLICANT NAME: Michael Grella

ADDRESS: 2 Chuch Lane, Unit D Valley Cottage, NY 10989

PHONE #: 845-558-2328 CELL # 845-558-2328 FAX #

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on May 20th from to RAIN DATE:

Location of event: 401 North Middletown Rd Pearl River NY 10965

Sponsored by: American Cancer Society Telephone #: 732-292-4262

Address: 3380 Chastain Medows Pkwy NW, Suite 200 Kennesaw, GA 30144

Estimated # of persons participating in event: 100 vehicles 25

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

John Manna 201 Wanamaker Lane, Upper Nyack NY 845-348-0592

Signature of Applicant: [Signature] Date: 3/15/23

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 2/28/23

Certificate of Insurance - Received On: 3/21/23

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: 2.28.23

RFS #: 58187 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: Barrels, Recycling Kiosks, Parking Signs, Handicap Parking Signs & Caution Tape

APPROVED: [Signature] DATE: 3-22-23
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N - Application Required: Received Fee Paid - Amount/Check # \$500⁰⁰

Port-o-Sans: Y/N: Received Other: on order

APPROVED: [Signature] DATE: 3/23/23
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: N/A Items:

APPROVED: [Signature] DATE: 03/23/23
Chief of Police

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

Workshop Agenda Date: 4/11/23 Approved On: TBR #:

RECEIVED

MAR 24 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Mr. James Dean
Superintendent of Highways
Town of Orangetown
119 NY-303
Orangetown , NY 10962

RECEIVED

FEB 28 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Dear Mr. Dean

February 28, 2023

This letter is being presented to you on behalf of the American Cancer Society's 2023 Relay For Life of Rockland County, which will be held on May 20th in the Hudson Valley iCampus parking lot.

As you may recall, Relay for Life is typically an all-day event that takes place in many communities across the country. Teams from businesses, schools and communities come together in support of the fight against cancer. Teams take turns walking around a track and participate in activities, entertainment and ceremonies in which we honor and remember those who have fought cancer. The dollars raised through Relay for Life fund the American Cancer Society's vital cancer research, education, advocacy and patient service programs to defeat this disease

There is one thing we know for sure, and that is that cancer patients, their families, and friends will continue to count on the American Cancer Society, and right now, ACS is at risk. So this year, by any and all means, we will continue to celebrate the survivors, we will continue to remember and honor our loved ones, and we will continue to save lives by signing up and fundraising. For all those counting on the research, the patient services, and support programs, we will continue to fight back against cancer!

An outline of the event follows below and attached is a location map and a list of items we anticipate needing from the Town of Orangetown Highway Department. We appreciate the loan of these items and whatever else you might suggest to make this a safe and successful event.

Thank you for your support in previous years and thank you in advance for your support this year. If you have any questions, please do not hesitate to contact me by telephone at (845) 558-2328 or by e-mail at mgrella89@gmail.com

Requested Items: Leave at bottom of hill left side near start of Pasteur Road

Wooden Barricades -6 Boards, 12 legs

Plastic Barricades w/ handicap parking signs

5

Plastic Barricades w/ parking signs

2 cones

Recycling Kiosks

All (15)

Keep Rockland Beautiful Cans

15 –

1 Roll Reflective Caution Tape

Relay For Life of Rockland County

2023 @ Pfizer Lot, Pearl River NY

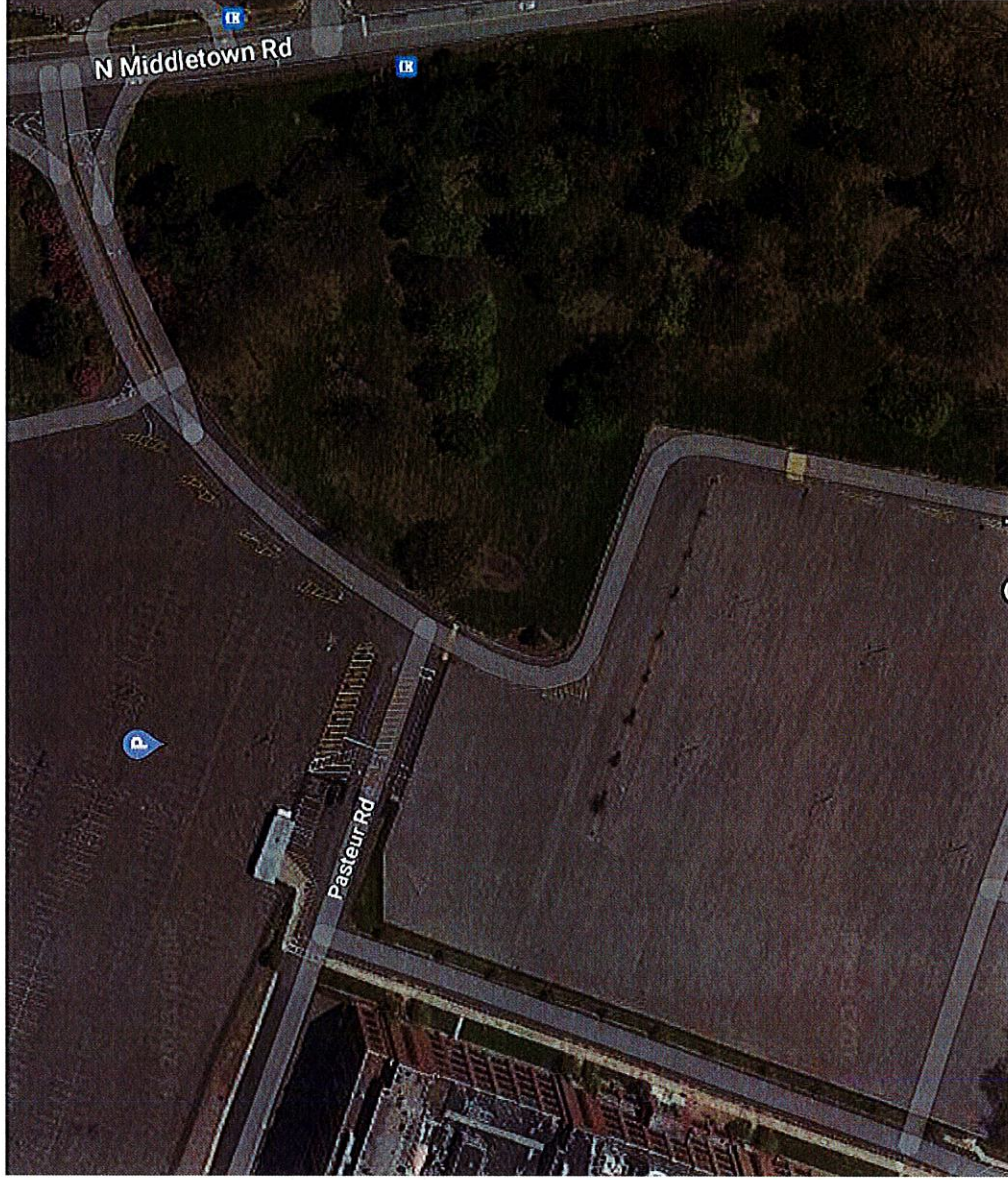
RECEIVED

FEB 28 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

*Images within this deck are NOT to scale

Overall Site

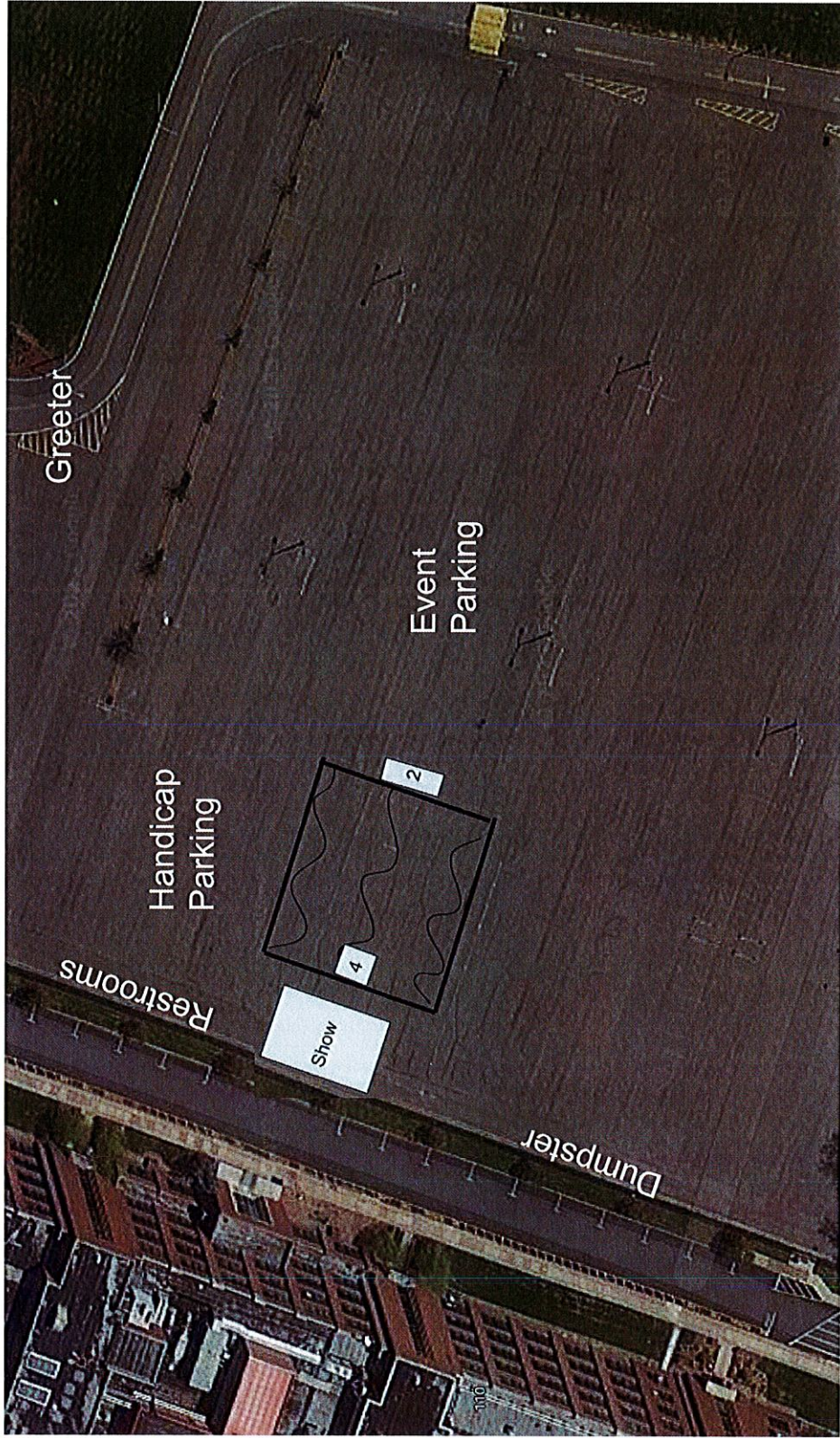


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HIGHWAY DEPARTMENT

Event Area

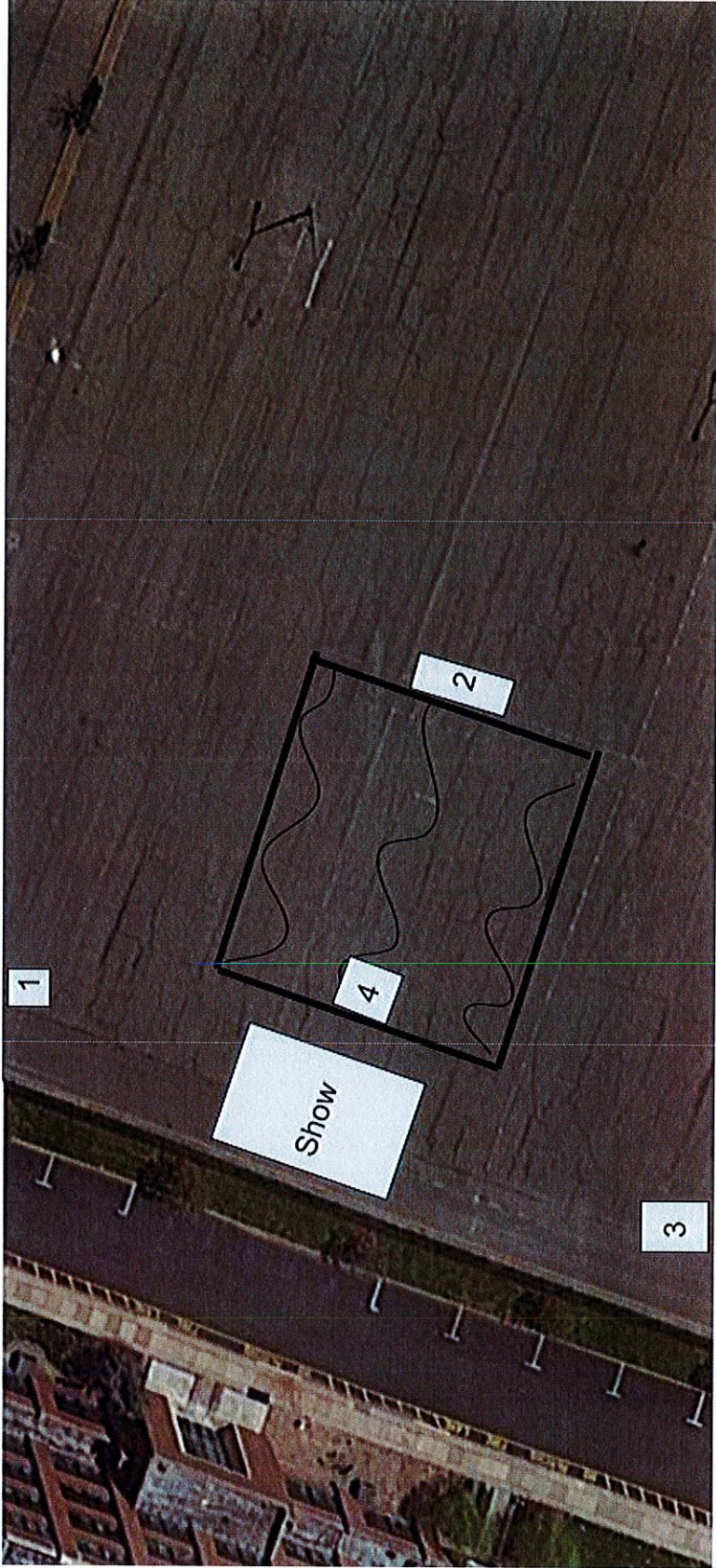


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TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

[Site Details](#)



*Each campsite has 4 parking spaces (2x2)

*Squiggly Line = Parking Spaces

1 = Restrooms

2 = Survivor/Caregiver & Activities Tent

3 = Dumpster

4 = Chairs for Ceremonies

Track is where cars would drive if it was a real lot
Campsites are within parking spots Rows 1 & 3

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TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at malbert@orangetown.com no later than 48 hours prior to the event.

Event Information

Event Name * Tappan Reformed Church Spring Fling

Event Location Name * TRC Manse Lawn

Event Address *

Street Address
32 Old Tappan Road
Address Line 2

City Tappan State / Province / Region NY

Postal / Zip Code 10983 Country United States

Event Start Date * 5/13/2023
02:00:00 PM

Event End Date * 5/13/2023
07:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
Can you please place them at back of parking lot (same location as Fall Fling in October)

Number of regular units required * 2

Number of ADA units required * 1

Total Number of units required * 3

Applicant Information

Applicant First Name * Taryn

Applicant Last Name * Doyle

Organization Name * Tappan Reformed Church

Organization Not For Profit?* Yes
 No

Organization Address*

Street Address

32 Old Tappan Road

Address Line 2

City

Tappan

Postal / Zip Code

10983

State / Province / Region

NY

Country

United States

Phone (w)*

5165210771

Phone (c)*

5165210771

Email*

trcfallfling@gmail.com

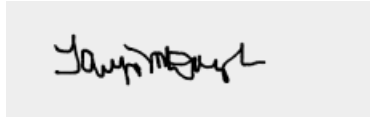
Certificate of Insurance*

2022-2023 Master Certificate - Town of
Orangetown.pdf

22.63KB

Certificate must list the Town of Orangetown as additional Insured

Signature*

A rectangular box containing a handwritten signature in black ink. The signature is cursive and appears to read "J. [unclear]".

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	032223	\$ 61,822.52
	041123	\$ 4,030,522.79
		\$ 4,092,345.31

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 4/6/2023
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 4/11/2023 consists of 2 warrants for a total of \$4,092,345.31.

The first warrant had 44 vouchers for \$61,822.52 and was for utilities and had the following items of interest.

1. Calvary Insurance Services (p2) - \$5,000 quarterly consulting.
2. Forgacs, Larry D (p3) - \$8,500 administrative settlement.
3. Orangetown Sr Citizens Club-Pearl River (p6) - \$12,413.42 trip reimbursements.

The second warrant had 241 vouchers for \$4,030,522.79 and had the following items of interest.

1. A+ Technology & Service (p2) - \$5,377.43 camera equipment at Highway Department.
2. Arthur J Gallagher & Co. of NY (p9) - \$1,450,261.20 insurance policies 4/23-4/24.
3. B & B auto Body (p11) - \$5,430.57 auto repair on DEME vehicle.
4. Bauer-Crowley Inc (p12) - \$6,569 insurance policy 4/23-4/24.
5. Charles Capasso & Sons Carting (p21) - \$84,763 monthly recycling.
6. Chemung Supply Corp (p22) - \$12,977 pipe for Highway project.
7. Cotter, Michael (p26) - \$6,050 safety inspections.
8. CSEA Employee Benefit Fund (p27) - \$34,138 employee benefits.
9. Fanshawe, Inc (p32) - \$266,185.25 electrical work at new Town Hall project.
10. Global Montello Group Corp (p36) - \$15,589.38 fuel costs.
11. Hage Carpet Co. Inc (p39) - \$14,123.28 carpet at BroadAcres Golf Course.
12. Joe Lombardo Plumbing & Heating (p47) - \$60,819.70 plumbing work at new Town Hall project.
13. Metropolitan Life (p52) - \$14,008.27 employee benefits.

14. PKF O'Connor Davies, LLP (p58) - \$77,175 progress billing 2022 independent audit.
15. Rockland County Department of Health (p64) - \$12,943.68 permits.
16. State Comptroller (p73) - \$22,259 Justice Court fine collection.
17. Tek-Sales (p77) - \$6,706 sludge pump repair.
18. Traffic Logix Inc. (p80) - \$11,260 radar boxes for Highway Department.
19. Vanas Construction (p82) - \$1,658,472.29 General Contractor for new Town Hall project.
20. Virtuit System Inc (p83) - \$7,055 monthly data center managed service.
21. Vortex USA Inc (p83) - \$52,486.74 splashpad project.
22. W.W, Grainger Inc (86) - \$6,028.69 supplies.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204