



HOCHERMAN
TORTORELLA
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Henry M. Hocherman, Retired

April 20, 2023

Via Hand Delivery

Hon. Rosanna Sfraga, Town Clerk
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

*Re: Petition of FB Orangetown Retail LLC, FB Orangetown Retail Two LLC, FB Orangetown Retail Three LLC, FB Orangetown Hotel LLC, FB Orangetown Hotel Two LLC (the "FB Orangetown Entities") and FB Greenbush LLC for Amendment of the Town of Orangetown Town Code, Section 4.32(O)iii(h) and Application for Amended Special Permit Approval
Tax Parcels: Section 74.15, Block 1, Lots 21./1, 21./2, 21./3, 21./4, 21./5 and 22*

Dear Ms. Sfraga:

Our firm represents the owners and ground lessee of the above-referenced properties, commonly known as Orangeburg Commons and The Shops at Orangeburg Commons. Enclosed for filing are fifteen (15) copies of a Petition for Zoning Amendment and Amended Special Permit Application for the Concept Plan for the mixed use development and mixed use expansion on the respective properties. We would appreciate having the matters scheduled for discussion and consideration at the Town Board's May 9, 2023 meeting.

If you require additional information or the payment of any fees, kindly let me know. Thank you.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By: 
Geraldine N. Tortorella

GNT:hc
Enclosures

cc: Jane Slavin, R.A. Director of the Office of Buildings,
Zoning, Planning, Administration and Enforcement
Robert Magrino, Esq., Town Attorney
Mr. Richard Birdoff
Alfred Rossi, P.E.
Mr. Michael Rossi



HOCHERMAN
TORTORELLA
& WEKSTEIN LLP

Hon. Rosanna Sfraga, Town Clerk
April 20, 2023
Page 2

Mr. Jordan Goldblum
Chirag V. Thakkar, P.E., LEED AP
A. Peter Russillo, P.E., PTOE
Ronald P. Rieman, Project Manager
Mr. Todd Nagy

S:\# MATTERS\Birdoff 0163\Orangeburg Commons Fast Casual Rest & Site Plan Amds 012\Letters\Town Clerk 4-20-2023.docx



April 20, 2023

Via Hand Delivery

Hon. Teresa M. Kenny, Esq., Supervisor
and Members of the Town Board
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

*Re: Petition of FB Orangetown Retail LLC, FB Orangetown Retail Two LLC, FB Orangetown Retail Three LLC, FB Orangetown Hotel LLC, FB Orangetown Hotel Two LLC (the "FB Orangetown Entities") and FB Greenbush LLC for Amendment of the Town of Orangetown Town Code, Section 4.32(O)iii(h) and Application for Amended Special Permit Approval
Tax Parcels: Section 74.15, Block 1, Lots 21./1, 21./2, 21./3, 21./4, 21./5 and 22*

Dear Supervisor Kenny and Members of the Town Board:

Our firm represents the FB Orangetown Entities, owners of the five condominium units commonly known as Orangeburg Commons, which is located at the southwest corner of the intersection of Route 303 and Stevens Way ("Orangeburg Commons" or the "Property") and FB Greenbush LLC, Ground Lessee of property on the south end of the Greenbush Road cul-de-sac ("The Shops Parcel"). (Hereinafter, The FB Orangetown Entities and FB Greenbush LLC are collectively referred to as the "Applicants".) Orangeburg Commons is developed as a Mixed Use Development pursuant to Section 4.32(O) of the Town of Orangetown Town Code ("Town Code"); The Shops Parcel is approved for development as a Mixed Use Expansion pursuant to Section 4.32(P) of the Code. Your Board granted special permits, and the Planning Board granted site plan approvals, for a food market, two hotels, a "traditional" restaurant and a bank with a drive through on the Property and for retail and restaurant space on The Shops Parcel. As you know, the Stop & Shop Supermarket and Residence Inn Hotel have been operating on the Property for several years.¹

A Mixed Use Development was first approved on the Property in 2006 and the site plan originally included, among other improvements, pads for retail buildings, a restaurant and a bank building with drive-through services. The FB Orangetown Entities obtained amended approvals for the project to permit the Stop & Shop food store, which has been a successful addition to the Property. It has been more than a decade since the Residence Inn and Stop & Shop were constructed. Despite diligent efforts to find tenants for the restaurant and bank pads, such uses have not been attracted to the Property.² Recently, Chipotle has expressed a serious

¹ In February 2020, your Board granted amended special permit approval for a dual-brand hotel on the Property, but the pandemic intervened and amended site plan approval for the project was never sought. The child day care project once proposed on The Shops Parcel never received final approval. Therefore, the Concept Plan is based on the last-approved site plans, which include the second hotel and The Shops on their respective parcels.

² As you may recall, the Property was in the Brownfield Cleanup Program and all site remediation was fully completed before any buildings were built.

Hon. Teresa M. Kenny, Esq., Supervisor
and Members of the Town Board
April 20, 2023
Page 2

commitment to establishing and operating one of its restaurants on the Property. However, according to Building Inspector Jane Slavin, R.A., the Chipotle Restaurant is not permitted on the Property under current regulations.

By this submission, the Applicants petition your Board for (i) an amendment to Section 4.32(O)iii(h) of the Town Code to permit all restaurant types in Mixed Use Developments and Mixed Use Expansions and (ii) Amended Special Permit approval to use the two commercial pads (three tenant spaces) on the eastern side of the Property for a Chipotle Restaurant with a drive-through (“Tenant-B”) and a mix of restaurant, retail and/or personal service uses. In addition, the use of the approximately 18,304 SF commercial building on The Shops Parcel is proposed to be limited to retail use.³

Enclosed are fifteen (15) copies of the following documents in support of these requests:

1. Petition for Amendment of the Town Code, signed by Richard Birdoff, Managing Member of the FB Orangetown Entities and FB Greenbush LLC;
2. Concept Plan, prepared by Bhatt Thakkar Engineering, DPC, Drawing Nos. CP16 and CP-16A, dated April 5, 2023 and last revised April 12, 2023;
3. Renderings, Elevations and Lease Outline Drawing Site Plan for Chipotle, the abutting tenant space and the tenant space on the north pad, prepared by Onyx Creative, dated April 18, 2023;⁴ and
4. Full Environmental Assessment Form signed by Alfred Róssi, to which are attached a Trip Generation Analysis prepared by Colliers Engineering, dated April 14, 2023, an amended Fiscal Impact Analysis, and a Sewer and Stormwater Statement prepared by Bhatt Thakkar Engineering, DPC., dated April 18, 2023.⁵

Also enclosed is one copy of an Entity Disclosure Statement for the FB Orangetown Entities and FB Greenbush LLC.⁶

As shown on the Concept Plan, the Chipotle Restaurant (“Tenant-B,” 2,435 SF) is proposed on a part of the “southern” commercial pad previously approved for an approximately 5,167 SF traditional restaurant. The balance of the southern pad is proposed to be improved with an approximately 2,054 SF space for a “traditional” restaurant, retail or personal service use (“Tenant-C”) and 187 SF of landlord utility room and corridor. The “northern” pad is proposed to be developed with an approximately 2,556 SF building that could be used for all restaurant types or a retail or personal service use. Together, Tenants A, B and C total in the aggregate 1,604 SF less than the two buildings previously approved by this Board and the Planning Board on the two pads.

³ The Shops approval included up to 5,000 SF. for restaurant use.

⁴ Items 2 and 3 are provided to inform your Members how the Chipotle Restaurant and other commercial uses would be situated, function and appear on the Property and relate to the existing and approved uses. We recognize that following favorable action by your Board on these applications, we must also obtain amended approvals from the Planning Board and the Architecture and Community Appearance Board of Review.

⁵ The Full Environmental Assessment Form has been prepared as if the amendment has been granted and the site is developed for a Chipotle Restaurant, a “traditional” restaurant/retail/personal service use and a restaurant/retail/personal service use with a drive through.

⁶ At the appropriate time before the public hearing, we will provide the Board with stamped, addressed envelopes for the public hearing notices.

Hon. Teresa M. Kenny, Esq., Supervisor
and Members of the Town Board
April 20, 2023
Page 3

We believe the proposed amendment is consistent with the purposes and objective of the Mixed Use Development regulations, which “are to facilitate the development of a plan for a large-scale site development that combines several economically viable, nonresidential uses, planned as an integrated whole. The site plan shall provide for adequate vehicular and pedestrian access, traffic circulation, parking and loading for each individual use. The site and building designs shall recognize the importance of the interchange location and the proximity to Palisades Interstate Parkway, and shall provide sufficient landscaping, buffers and other design treatments in recognition of said location.” Town Code Section 4.32(O)ii(b). Orangeburg Commons will continue to be “a large-scale site development that combines several economically viable, nonresidential uses, planned an integrated whole.” The Chipotle Restaurant represents a substantial investment in the Property, will expand food options in the vicinity of the Route 303 corridor and on-site and will support the existing hotel which has no food service for its guests, all in furtherance of the economic success of the Center.

Review of the Environmental Assessment Form (“EAF”), Concept Plan and zoning data table (on the Concept Plan) demonstrates that the amendment and resulting potential mix of uses will not adversely affect vehicle and pedestrian access, traffic circulation, parking or loading. According to the Trip Generation Analysis performed by Colliers’ Engineering (formerly Maser Consulting, formerly John Collins Engineers), the newly proposed mix of uses is not expected to have an adverse impact on the operation of surrounding roadways or internal driveways. While a net increase in Weekday Peak PM Hour and Saturday Peak hour trips is expected (20 and 84 trips, respectively), the surrounding intersections and road network can absorb the additional trips without any adverse effect. This is due, in part, to the fact that the actual number of trips generated by the Stop & Shop and Residence Inn is considerably less than was projected for the food market and hotel in the original traffic study. According to traffic counts recently collected on the Applicant’s behalf on Tuesday, March 28, 2023 and Saturday, March 25, 2023, the number of trips actually generated during the Weekday Peak PM hour is approximately 41% less than was originally projected for the approved, existing food market and hotel (383 actual trips vs. 647 projected trips) during the Weekday Peak PM hour and the number generated during the Saturday Peak hour period is approximately 58.5% less than was projected (284 actual trips vs. 684 projected trips). Thus, Colliers concludes, “the current development plan is not anticipated to have a significant impact on the area roadways.” (The Colliers Trip Generation Analysis is annexed to the EAF.)

Colliers further notes that the number of cars accommodated in the drive-through queues provided for Chipotle (i.e. Tenant-B) (11 vehicles) and Tenant-A (9 vehicles) is commensurate with the rates of use published in the Institute of Transportation Engineers (ITE) Transportation and Land Development Handbook.

As the zoning table indicates, the proposed mix of uses requires 700 parking spaces; 701 spaces are provided, which include 89 spaces proposed to be landbanked until such time as they are needed (if ever). The existing and proposed uses will comply with all area, dimensional and other requirements applicable to Mixed Use and Mixed Use Expansion developments.⁷

At the time Orangeburg Commons was undergoing its original review, considerable attention was devoted to landscaping, buffers, lighting, signage and other design considerations because of the development’s proximity to the Palisades Interstate Parkway. Controls related to those considerations were incorporated into the site design,

⁷ An attachment to the EAF also addresses the capacity of existing utilities and stormwater management facilities and systems to meet the needs of the proposed mix of uses.

Hon. Teresa M. Kenny, Esq., Supervisor
and Members of the Town Board
April 20, 2023
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have been implemented and have been maintained throughout subsequent reviews of Orangeburg Commons and the related Shops Mixed Use Expansion next door. No material change to such conditions will be required to develop the proposed mix of uses shown on the amended Concept Plan.

The proposed amendment to permit all restaurant types in Orangeburg Commons is also consistent with and will promote the policies for development in the Route 303 Corridor, which discourage large scale retail development in the Route 303 Corridor (Comprehensive Plan, pages iv-19-20), encourage upscale development such as hotel and conference uses (Comprehensive Plan, page iv-6) and favor buffers to the Palisades Interstate Parkway (Comprehensive Plan, page iv-21). Development on the Property has been stagnant for several years. We hope that the investment required to bring Chipotle to the Property will stimulate other activity on the Property (and, by extension, The Shops Parcel), such as construction of the approved dual brand hotel and other restaurant, retail and/or personal service uses, so that the Town Board's vision for the Mixed Use Development in the Route 303 Corridor can be fully realized.

Kindly schedule this matter for discussion at the Board's May 9, 2023 meeting, at which time we would like to make a presentation of the proposed amended Concept Plan and have your Board refer the Petition and Amended Special Permit application to the required agencies, declare the Board's intent to be lead agency of the environmental review under SEQRA, circulate the FEAR to the involved agencies and schedule a public hearing.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By: 
Geraldine N. Tortorella

GNT:hc

Enclosures

cc: *(via electronic mail with enclosures)*
Jane Slavin, R.A. Director of the Office of Buildings,
Zoning, Planning, Administration and Enforcement
Robert Magrino, Esq., Town Attorney
Mr. Richard Birdoff
Alfred Rossi, P.E.
Mr. Michael Rossi
Mr. Jordan Goldblum
Chirag V. Thakkar, P.E., LEED AP
A. Peter Russillo, P.E., PTOE
Ronald P. Rieman, Project Manager
Mr. Todd Nagy

STATE OF NEW YORK
TOWN OF ORANGETOWN TOWN BOARD

Petition of
FB GREENBUSH LLC,
FB ORANGETOWN RETAIL LLC,
FB ORANGETOWN RETAIL TWO LLC,
FB ORANGETOWN RETAIL THREE LLC,
FB ORANGETOWN HOTEL TWO LLC, and
FB ORANGETOWN HOTEL LLC

**ZONING
PETITION**

to amend Chapter 43, Zoning, of the Code of the Town
of Orangetown to add “Fast-Food Restaurants”
(i.e. “Restaurant, Fast Food”) to the list
of uses permitted in “Mixed Use Developments”
and, by extension, “Mixed Use Expansions”

WHEREAS, FB ORANGETOWN RETAIL LLC, FB ORANGETOWN RETAIL TWO LLC, FB ORANGETOWN RETAIL THREE LLC, FB ORANGETOWN HOTEL TWO LLC, FB ORANGETOWN HOTEL LLC (collectively, the “FB Orangetown Entities”) are the owners of the five condominium units commonly known as Orangeburg Commons, which is approved as a Mixed Use Development pursuant to Section 4.32(O) of the Town of Orangetown Zoning Ordinance (Chapter 43 of the Town of Orangetown Code), designated on the Town of Orangetown Tax Map as Section 74.15, Block 1, Lots 21./1, 21./2, 21./3, 21./4, and 21./5, and located in the LI Zoning District (collectively, the “Commons Parcel”); and

WHEREAS, FB GREENBUSH LLC (“FB Greenbush”) is the ground lessee of an approximately .98-acre parcel of real property in the Town of Orangetown, designated on the Town of Orangetown Tax Map as Section 74.15, Block 1, Lot 22, which is approved as a Mixed Use Expansion pursuant to Section 4.32(P) of the Town of Orangetown Zoning Ordinance (Chapter 43 of the Town of Orangetown Code) and is located in the LI Zoning District (the “Shops Parcel”)(FB

Greenbush LLC and the FB Orangetown Entities, collectively, “Petitioners”); and

WHEREAS, the Commons Parcel and the Shops Parcel have been approved for development as a single, functionally-integrated commercial center sharing certain facilities and infrastructure; and

WHEREAS, the purpose of the Mixed Use Development is to “facilitate the development of a plan for a large-scale site development that combines several economically viable, nonresidential uses planned as an integrated whole,” with the proposed mix of uses being subject to review and approval by your Town Board pursuant to Sections 4.32(O)(ii), (iv) of the Town’s Code; and

WHEREAS, at present “Restaurant” as that term is defined in Section 11.2 of the Town’s Code is a permitted use in Mixed Use Developments or, by extension, a Mixed Use Expansion, but “Restaurant, Fast Food”, also defined in Town Code Section 11.2, is not; and

WHEREAS, the approved plan for the Commons Parcel and the Shops Parcel includes the development of restaurant, retail and bank uses; and

WHEREAS, despite Petitioners’ best efforts to lease the smaller commercial locations on the Commons Parcel and the Shops Parcel for several years, they remain undeveloped for want of suitable tenants for the permitted uses; and

WHEREAS, Petitioners have received inquiries from fast casual restaurants interested in establishing their business on the Commons Parcel; and

WHEREAS, the Town Code contains only two classes of restaurants – “Restaurant” and “Restaurant, Fast Food” (also referred to as “fast-food restaurants” in the Town Code); and

WHEREAS, fast casual restaurants technically fall within the broad definition of

“Restaurant, Fast Food” in Section 11.2 of the Town Code; and

WHEREAS, in light of the above-described circumstances, Petitioners hereby respectfully request that your Board amend Section 4.32(O)(iii) (Mixed Use Developments; Permitted Uses) to include “fast-food restaurants”; and

WHEREAS, expanding the list of permitted uses as proposed will provide Petitioners with greater flexibility to obtain suitable tenants for their properties and is consistent with the stated goal of the Mixed Use Development regulations to facilitate the full development of a non-residential large scale project that combines several economically viable uses. *See* Town Code §4.32(O)(ii)(b).

NOW, THEREFORE, Petitioners hereby petition the Town Board of the Town of Orangetown to amend Section 4.32(O)(iii) of the Town of Orangetown Zoning Ordinance as follows:

DELETE THE EXISTING TEXT OF SECTION 4.32(O)(iii)(h) AND REPLACE IT WITH THE FOLLOWING TEXT:

(h) Restaurants, including fast-food restaurants (*see* “Restaurant, Fast Food” in Section 11.2), subject to the standards of Section 4.32(O). (The provisions of Section 8.13 of the Town Code shall not apply to fast-food restaurants under this Section 4.32(O)(iii)(h).)

Dated: New York, New York
March 30, 2023

[Signature Page Follows]

FB ORANGETOWN RETAIL LLC

By: 
Richard Birdoff, Manager

FB ORANGETOWN RETAIL TWO LLC

By: 
Richard Birdoff, Manager

FB ORANGETOWN RETAIL THREE LLC

By: 
Richard Birdoff, Manager

FB ORANGETOWN HOTEL TWO LLC

By: 
Richard Birdoff, Manager

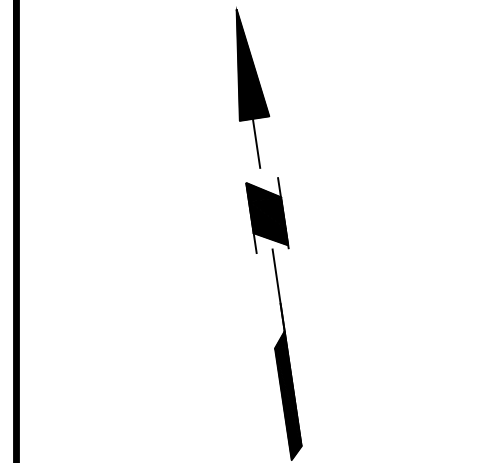
FB ORANGETOWN HOTEL LLC

By: 
Richard Birdoff, Manager

Sworn to before me this
30 day of March, 2023.


Notary Public

MYRA PADRON
Notary Public, State of New York
No. 01PA6188217
Qualified in Nassau County
Commission Expires June 2, 2024



NOTES:
 1. BASE SURVEY INFORMATION SHOWN ON THIS PLAN IS BASED ON SURVEY CAD FILE PROVIDED BY JAY A. GREENWELL, P.L.S.
 2. PROPOSED COURTYARD BY MARRIOTT LAYOUT IS BASED ON CAD FILE PROVIDED BY RD MANAGEMENT ON 04/03/2023.
 3. THE PROPOSED "THE SHOPS" LAYOUT, THE OVERALL SITE AREA AND SHOP & STOP SQUARE FOOTAGES HAVE BEEN OBTAINED FROM PREVIOUSLY APPROVED PLAN SET TITLED "SHOPS AT ORANGEBURG COMMONS" PREPARED BY LEONARD JACKSON ASSOCIATES, LAST REVISED 02/17/16.

50 0 25 50
 SCALE IN FEET

Project
ORANGEBURG
 TOWN OF ORANGETOWN
 ROCKLAND COUNTY NEW YORK
 Drawing Title

CONCEPT PLAN

AMAND AJAY BHATT
 PROFESSIONAL ENGINEER
 NEW YORK LIC. NO. 095707

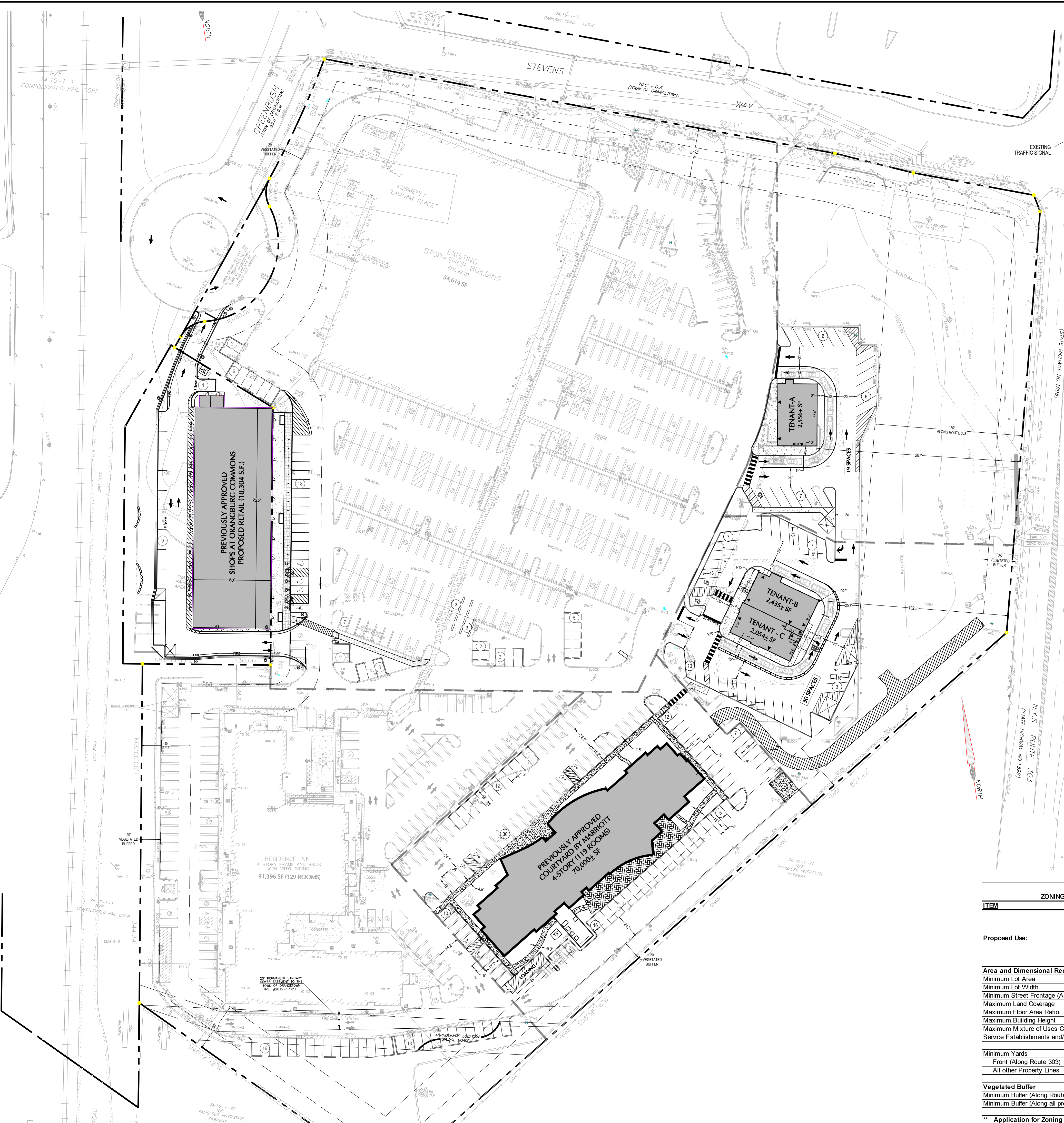
04/11/23	REVISED PLANS	1.
DATE	COMMENTS	NO.

REVISIONS

Project No.	230002801
Date	APRIL 05, 2023
Scale	1" = 50'
Drawn By	AG
Checked By	CT

Drawing No.

CP 16



MAXIMUM DEVELOPMENT COVERAGE:
 SITE AREA = 729,848 SF
 IMPERVIOUS AREA = 510,901 SF
 DEVELOPMENT COVERAGE = 510,901 SF / 729,848 SF = 70%

FLOOR AREA RATIO:
 SITE AREA = 729,848 SF
 TOTAL FLOOR AREA = 241,359 SF
 FLOOR AREA RATIO = 241,359 SF / 729,848 SF = 0.33 < 0.40

PERCENTAGE OF USES CONSISTING OF RETAIL STORES, PERSONAL SERVICE ESTABLISHMENTS, AND RESTAURANTS (EXCLUDES "THE SHOPS" PARCEL)

PHASE 1:
 STOP&SHOP + TENANT-A + TENANT-B + TENANT-C
 STOP&SHOP + TENANT-A + TENANT-B + TENANT-C + RESIDENCE INN
 61,659 SF / 153,055 SF = 40.3% < 45%

PHASE 2:
 STOP&SHOP + TENANT-A + TENANT-B + TENANT-C
 STOP&SHOP + TENANT-A + TENANT-B + TENANT-C + RESIDENCE INN + COURTYARD
 61,659 SF / 223,055 SF = 27.6% < 35%

LOADING BERTHS:

STOP&SHOP (54,614 SF)	REQUIRED: 3 BERTHS (1 PER 25,000 SF)
TENANT - A (2,556 SF)	REQUIRED: NONE (LESS THAN 8,000 SF)
TENANT - B (2,435 SF)	REQUIRED: NONE (LESS THAN 8,000 SF)
TENANT-C (2,054 SF)	REQUIRED: NONE (LESS THAN 8,000 SF)
RESIDENCE INN (129 ROOMS)	REQUIRED: 1 BERTH (1 PER 200 ROOMS)
COURTYARD (119 ROOMS)	REQUIRED: 1 BERTH (1 PER 200 ROOMS)
THE SHOPS (18,304 SF)	REQUIRED: 1 BERTHS (1 PER 25,000 SF)

OFF-STREET PARKING REQUIREMENTS		
USE	REQUIRED	EXISTING
Existing Retail Store (Stop&Shop)	54,614 SF	273.1 Spaces
Existing Hotel (Residence Inn)	129 Rooms	129 Spaces
Proposed Hotel (Courtyard by Marriott)	119 Rooms	119 Spaces
Proposed Tenant - A (Restaurant/Retail/Personal Service)	2,556 SF	34.1 Spaces
Proposed Tenant - B (Chipotle)	2,435 SF	32.5 Spaces
Proposed Tenant - C (Restaurant/Retail/Personal Service)	2,054 SF	20.5 Spaces
Proposed Retail Stores (The Shops)	18,304 SF	91.5 Spaces
Total Required Parking Spaces	699.7 Spaces	701 Spaces

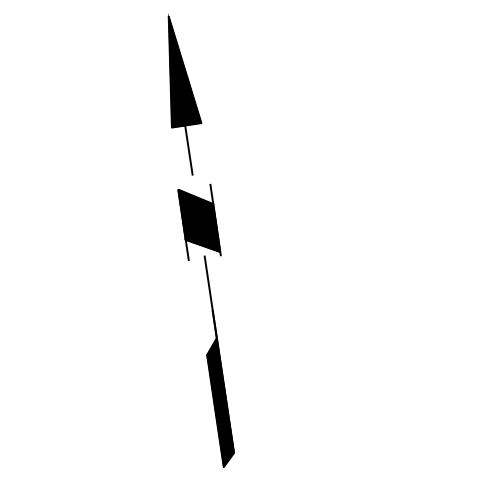
NOTE: TOTAL PROPOSED PARKING INCLUDES THE 89 LANDBANK SPACES

TOWN OF ORANGETOWN ZONING DATA TABLE			
ZONING DISTRICT: LIGHT INDUSTRIAL WITHIN THE DISTRICT, ROUTE 303 OVERLAY			
ITEM	REQUIRED/PERMITTED	PROPOSED	SECTION
Proposed Use:	Mixed-Use Development & Mixed Use Expansion including Hotels, Retail, Restaurants	Mixed-Use Development & Mixed Use Expansion including Hotels, Retail, Personal Services and Restaurants (All Types) **	Section 4.32.(O).iii.
Area and Dimensional Requirements (Village Center)			
Minimum Lot Area	10 AC.	15.77 AC.	Section 4.32.(O).v.(b)
Minimum Lot Width	300 FT	1,405 FT	Section 4.32.(O).v.(c)
Minimum Street Frontage (Along Route 303)	150 FT	1,540.9 FT	Section 4.32.(O).v.(d)
Maximum Land Coverage	70%	70.0%	Section 4.32.(O).v.(h)
Maximum Floor Area Ratio	0.40	0.33	Section 4.32.(O).v.(a)
Maximum Building Height	4-Stories, but no higher than 50 FT	49' - 8"	Section 4.32.(O).v.(g)
Maximum Mixture of Uses Consist of Retail Stores, Personal Service Establishments and/or Restaurants	35%	27.6%	Section 4.32.(O).iv.(b)
Minimum Yards			
Front (Along Route 303)	150 FT	192.5 FT	Section 4.32.(O).v.(e)
All other Property Lines	50 FT	50 FT	Section 4.32.(O).v.(f)
Vegetated Buffer			
Minimum Buffer (Along Route 303)	25 FT	25 FT	Section 4.32.(O).vi.
Minimum Buffer (Along all property lines other than Route 303)	20 FT	20 FT	Section 4.32.(O).vi.

** Application for Zoning Amendment to permit all restaurant types is pending.



BHATT THAKKAR ENGINEERING, DPC
 1456 Ferry Road,
 Suite 603
 Doylestown, PA 18901
 T: 215.766.8280
 F: 215.434.5280



NOTES:
 1. BASE SURVEY INFORMATION SHOWN ON THIS PLAN IS BASED ON SURVEY CAD FILE PROVIDED BY JAY A. GREENWELL, P.L.S.
 2. PROPOSED COURTYARD BY MARRIOTT LAYOUT IS BASED ON CAD FILE PROVIDED BY RD MANAGEMENT ON 04/03/2023.
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Project
ORANBURG

TOWN OF ORANGETOWN
 ROCKLAND COUNTY NEW YORK

Drawing Title
CONCEPT PLAN

ANAND AJAY BHATT
 PROFESSIONAL ENGINEER
 NEW YORK LIC. No. 095707

DATE	REVISIONS	NO.
04/12/23	REVISED PLANS	1.

REVISIONS	
Project No.	230002801
Date	APRIL 05, 2023
Scale	1" = 40'
Drawn By	AG
Checked By	CT

Drawing No.
CP-16A













WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION







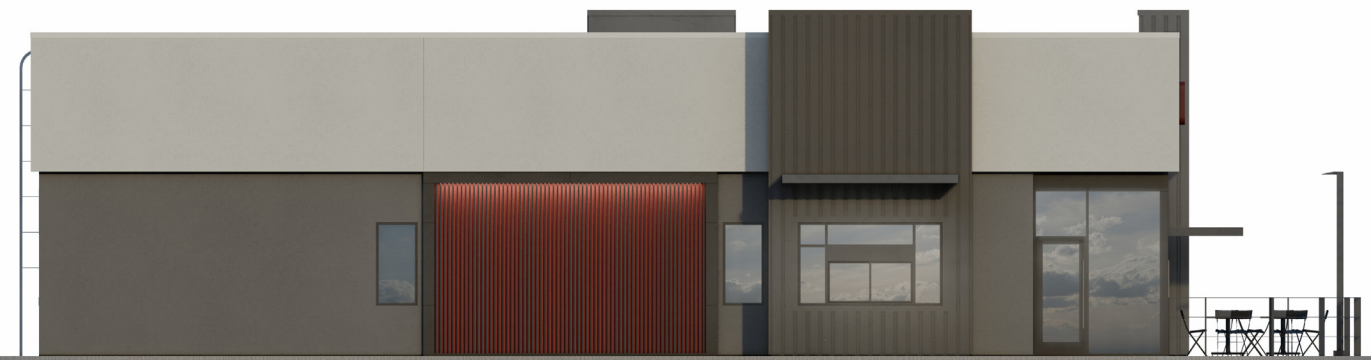
WEST ELEVATION



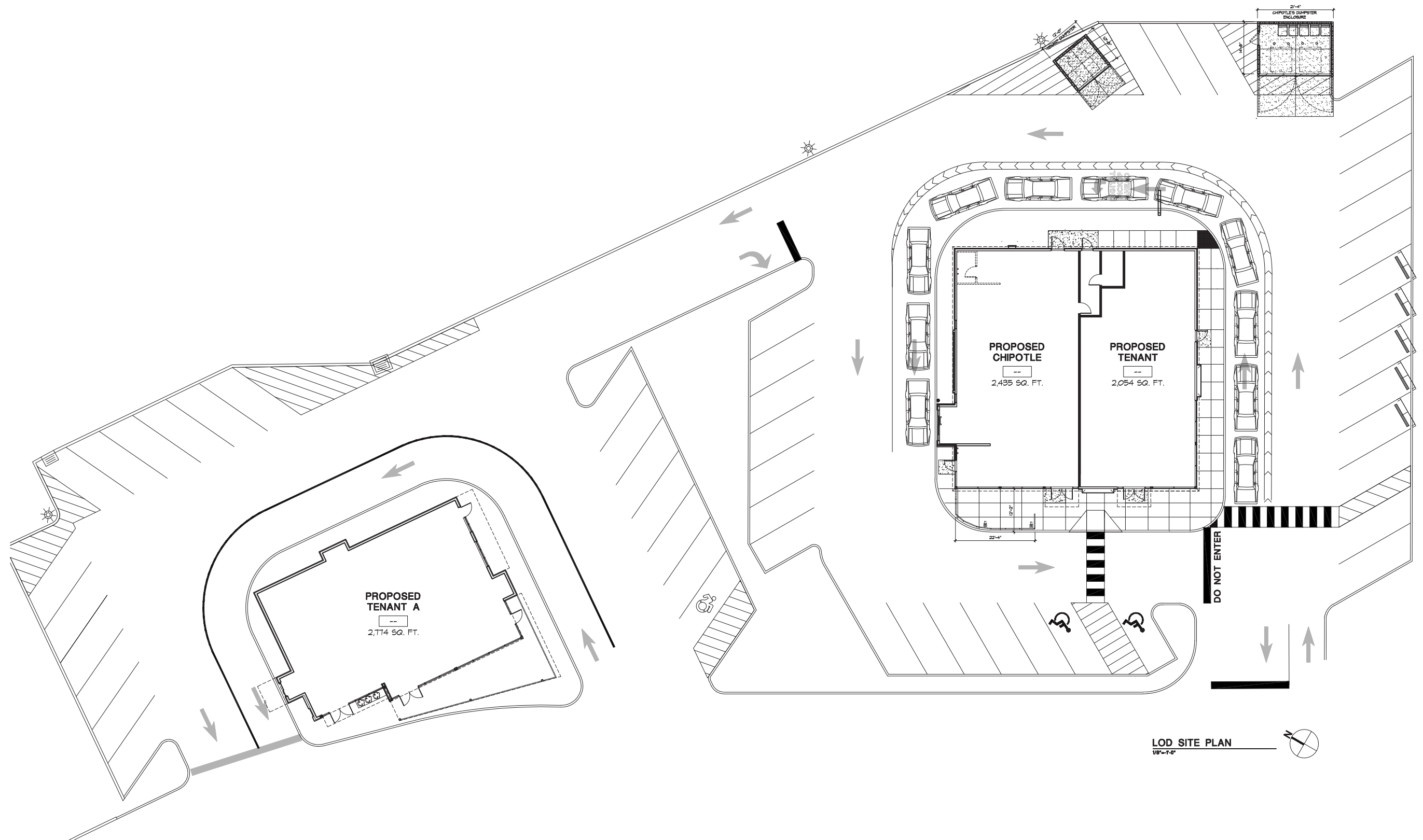
EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



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 Council, 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 1542 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 1542 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 1542 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? Yes No

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

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

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

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

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

d. What parks serve the project site?

D. Project Details **ALL RESPONSES IN THIS SECTION D PERTAINS TO ACTION (2)**

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 (per original estimate by LJA. See attachment)

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.

<p><i>i.</i> During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p><i>ii.</i> During Operations:</p> <ul style="list-style-type: none"> • 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 ALL RESPONSES IN THIS SECTION E PERTAINS TO ACTION (2)

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 coverytypes on the project site.

Land use or Coverytype	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: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____</p>	
<p>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: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres</p>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____</p>	
<p>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: _____ _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____</p>	
<p>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): _____</p>	
<p>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: _____ _____ _____</p>	
<p>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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: <u>Palisades Interstate Parkway</u>	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: <u>Palisades Interstate Parkway</u>	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Viewshed</u>	
<i>iii.</i> Distance between project and resource: _____ <u>0.1</u> miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

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

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

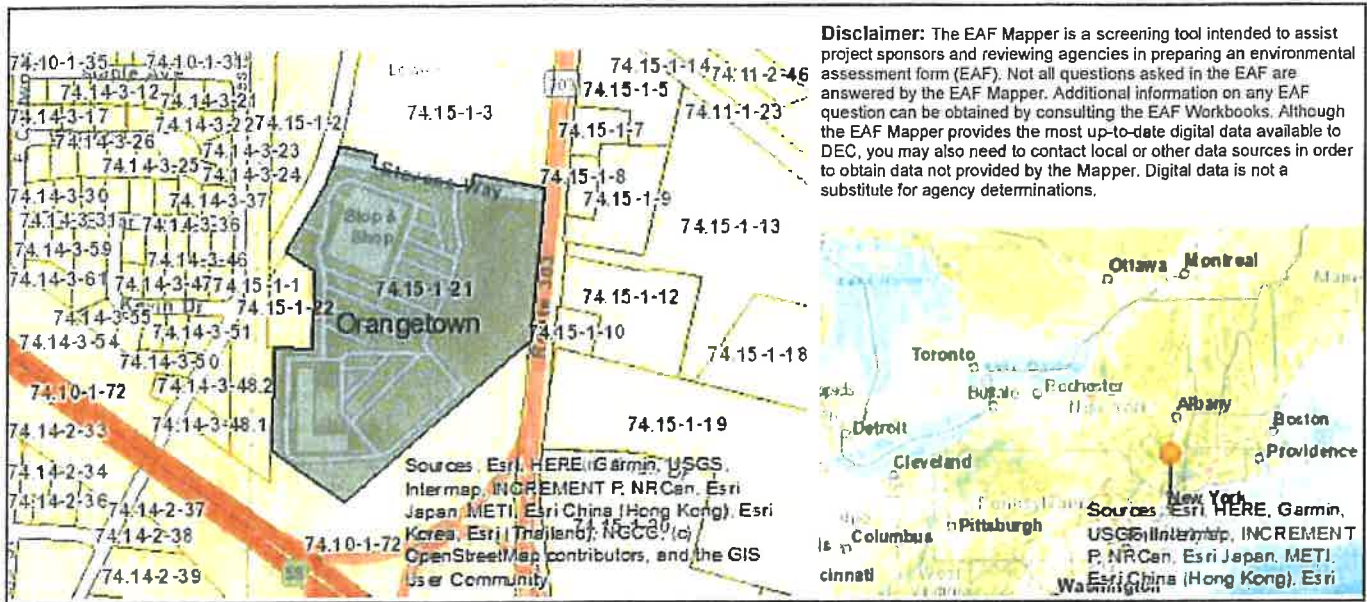
Please see attachments: (i) Trip Generation Analysis prepared by Colliers Engineering, dated 4/14/23, (ii) amended Fiscal Impact Analysis and (iii) Sewer and Stormwater Statement prepared by Bhatt Thakkar Engineering, DPC, dated 4/18/23

G. Verification

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

Applicant/Sponsor Name FB Orangetown Entities Date April 19, 2023

Signature  Title Authorized Signatory

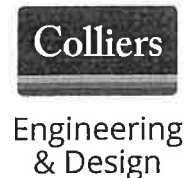


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the 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]	No
B.i.ii [Local Waterfront Revitalization Area]	No
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]	Remediation Sites:V00579, Remediation Sites:C344073
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]	V00579, C344073
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]	V00579, V00343, C344073, C344078, C344066
E.2.g [Unique Geologic Features]	No
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]	856-17
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	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]	Palisades Interstate Parkway
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

400 Columbus Avenue
Suite 180E
Valhalla New York 10595
Main: 877 627 3772
colliersengineering.com



April 14, 2023

Ms. Geraldine N. Tortorella, Esq.
Hocherman Tortorella & Wekstein. LLP
One North Broadway, Suite 400
White Plains, New York 10601

Orangeburg Commons
Colliers Engineering & Design Project No. 23002638A

Dear Geraldine,

It is our understanding that the Applicant would like to amend the permitted uses to allow all restaurant types at the Orangeburg Commons Mixed Use Development. Orangeburg Commons currently consists of Stop & Shop and Residence Inn and has approval for a 3,669 s.f. drive-in bank for the northern pad, a 5,167 s.f. "traditional" restaurant for the southern pad, and hotel (119 Rooms) as part of the original approvals. The Shops at Orangeburg Commons has approval for an 18,304 s.f. retail building.

Colliers Engineering & Design (formerly Maser Consulting, formerly John Collins Engineers) conducted a Traffic Impact Study for the original approval outlined above as well as subsequent traffic evaluations and trip generation comparisons for the existing and approved Mixed Use Site.

As requested, Colliers Engineering & Design has provided a comparison of the previously projected and analyzed trip generation for the remaining approved uses and the anticipated trip generation for the current development plan and potential impacts on the area roadways.

1. APPROVED TRIP GENERATION (Table No. 1)

As discussed above, Orangeburg Commons currently consists of a Stop & Shop and Residence Inn. Based on recent traffic counts conducted at the Site driveways (Tuesday, March 28, 2023 and Saturday, March 25, 2023), Orangeburg Commons is currently generating a total of 383 entering/exiting trips during the Weekday Peak PM Hour and a total of 284 entering/exiting trips during the Saturday Peak Hour which is significantly less than what was previously projected and analyzed for the approved Foodmarket and Hotel (a total of 647 entering/exiting trips during the Weekday Peak PM Hour and a total of 684 trips during the Saturday Peak Hour.

The Table below shows the remaining approved uses and the previously approved Trip Generation.

**TABLE NO. 1
 APPROVED DEVELOPMENT PLAN**

Remaining Mixed Use Development (Approved Development Plan)	Entry		Exit		Total	
	HTGR	Volume	HGTR	Volume	HGTR	Volume
<u>Restaurant – 5,167 S.F. (1)</u>						
Weekday Peak PM Highway Hour	6.58	34	4.57	24	11.15	58
Saturday Peak Hour	7.46	39	6.61	34	14.07	73
<u>Drive-In Bank – 3,669 S.F. (2)</u>						
Weekday Peak PM Highway Hour	12.91	47	12.91	47	25.82	94
Saturday Peak Hour	13.80	51	12.73	47	26.53	98
<u>Hotel – 119 Rooms (3)</u>						
Weekday Peak PM Highway Hour	0.31	37	0.28	33	0.59	70
Saturday Peak Hour	0.40	48	0.32	38	0.72	86
<u>The Shops at Orangeburg Commons 18,304 S.F. (4)</u>						
Weekday Peak PM Highway Hour	3.295	60	3.295	60	6.59	120
Saturday Peak Hour	3.34	61	3.23	59	6.57	120
<u>Total</u>						
Weekday Peak PM Highway Hour	-	178	-	164	-	342
Saturday Peak Hour	-	199	-	178	-	377
<u>New Trips (5)</u>						
Weekday Peak PM Highway Hour	-	125	-	113	-	238
Saturday Peak Hour	-	141	-	122	-	263

THE ABOVE HOURLY TRIP GENERATION RATES ARE BASED ON DATA PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) AS CONTAINED IN THE TRIP GENERATION HANDBOOK, 8TH EDITION, 2008

(1) LAND USE 932 – HIGH TURNOVER (SIT DOWN) RESTAURANT ; (2) LAND USE 912 – DRIVE-IN BANK ; (3) LAND USE 310 – HOTEL
 (4) LAND USE 822 – STRIP RETAIL PLAZA < 40k

(5) IT CAN BE EXPECTED THAT A SIGNIFICANT PORTION OF THE MIXED-USE DEVELOPMENT GENERATED TRIPS WOULD BE TRAFFIC FROM THE EXISTING TRAFFIC STREAM AS PASS-BY TRAFFIC. A CONSERVATIVE 25% PASS-BY CREDIT WAS USED FOR THE RESTAURANT AND BANK USE. IN ADDITION, A 10% INTERPLAY CREDIT WAS UTILIZED BETWEEN USES

As shown above, the anticipated Trip Generation for the previously approved uses resulted in a total of 238 “new” trips (125 entering trips and 113 exiting trips) during the Weekday Peak PM Hour and a total of 263 “new” trips (141 entering trips and 122 exiting trips) during the Saturday Peak Hour.

2. CURRENT DEVELOPMENT PLAN TRIP GENERATION (Table No. 2)

The current development is now proposed for a 2,556 s.f. restaurant with drive-through for the northern pad (former approved bank with drive-through) with the southern pad for a 2,054 s.f. “traditional” restaurant and a proposed 2,435 s.f. Chipotle Restaurant with drive-through.

Table No. 2 below shows the anticipated Trip Generation based on current industry standards as contained in the latest Institute of Transportation Engineers (ITE) - Trip Generation Manual, 11th Edition, 2021.

**TABLE NO. 2
 CURRENT DEVELOPMENT PLAN**

Remaining Mixed Use Development (Current Development Plan)	Entry		Exit		Total	
	HTGR	Volume	HGTR	Volume	HGTR	Volume
<u>Restaurant w/ Drive-Through</u> 2,556 S.F. ⁽⁶⁾						
Weekday Peak PM Highway Hour	17.18	43	15.85	41	33.03	84
Saturday Peak Hour	28.18	72	27.07	69	55.25	141
<u>Restaurant w/ Drive-Through</u> ⁽⁶⁾ 2,435 S.F.						
Weekday Peak PM Highway Hour	17.18	42	15.85	39	33.09	81
Saturday Peak Hour	28.18	69	27.07	66	55.25	135
<u>Restaurant - 2,054 S.F.</u> ⁽¹⁾						
Weekday Peak PM Highway Hour	5.52	11	3.53	8	9.05	19
Saturday Peak Hour	5.71	12	5.48	11	11.19	23
<u>Hotel - 119 Rooms</u> ⁽³⁾						
Weekday Peak PM Highway Hour	0.31	37	0.28	33	0.59	70
Saturday Peak Hour	0.40	48	0.32	38	0.72	86
<u>The Shops at Orangeburg Commons</u> 18,304 S.F. ⁽⁴⁾						
Weekday Peak PM Highway Hour	3.295	60	3.295	60	6.59	120
Saturday Peak Hour	3.34	61	3.23	59	6.57	120
Total						
Weekday Peak PM Highway Hour	-	193	-	181	-	374
Saturday Peak Hour	-	262	-	243	-	505
New Trips ⁽⁵⁾						
Weekday Peak PM Highway Hour	-	134	-	124	-	258
Saturday Peak Hour	-	182	-	165	-	347

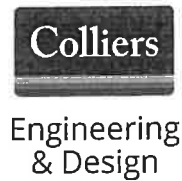
THE ABOVE HOURLY TRIP GENERATION RATES ARE BASED ON DATA PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) AS CONTAINED IN THE TRIP GENERATION HANDBOOK, 11TH EDITION, 2021

- (1) LAND USE 932 – HIGH TURNOVER (SIT DOWN) RESTAURANT ; (3) LAND USE 310 – HOTEL
- (6) LAND USE 934 – FAST FOOD WITH DRIVE THROUGH WINDOW
- (4) LAND USE 822 – STRIP RETAIL PLAZA < 40k

(5) IT CAN BE EXPECTED THAT A SIGNIFICANT PORTION OF THE MIXED-USE DEVELOPMENT GENERATED TRIPS WOULD BE TRAFFIC FROM THE EXISTING TRAFFIC STREAM AS PASS-BY TRAFFIC. A CONSERVATIVE 25% PASS-BY CREDIT WAS USED FOR THE RESTAURANT USES. IN ADDITION, A 10% INTERPLAY CREDIT WAS UTILIZED BETWEEN USES

A COPY OF THE CURRENT ITE TRIP GENERATION RATES ARE CONTAINED IN ATTACHMENT A

As shown above, the anticipated Trip Generation for the current development plan would result in a total of 258 "new" trips (134 entering trips and 124 exiting trips) during the Weekday Peak PM Hour and a total of 347 "new" trips (182 entering trips and 165 exiting trips) during the Saturday Peak Hour.



3. CHANGE IN ANTICIPATED TRIP GENERATION (Table No. 3)

Table No. 3 below shows the “Net” Traffic of the current development plan including proposed Chipotle Restaurant with drive- through.

TABLE NO. 3 - “NET” TRAFFIC

“NET” TRAFFIC	Entry		Exit		Total	
	HTGR	Volume	HGTR	Volume	HGTR	Volume
“New” Trips						
Weekday Peak PM Highway Hour	-	+9	-	+11	-	+20
Saturday Peak Hour	-	+41	-	+43	-	+84


4. TRAFFIC SUMMARY AND CONCLUSION

As outlined in Section 1 based on recent traffic counts conducted at the Site driveways, the existing Stop & Shop and Residence Inn Hotel are generating significantly less traffic than was previously projected (264 less vehicles during the Weekday Peak PM Hour and 400 less vehicles during the Saturday Peak Hour). With the above trip generation for the current development plan, Orangeburg Commons will generate significantly less traffic than was previously approved and analyzed for. Therefore, the current development plan is not anticipated to have a significant impact on the area roadways.

5. DRIVE-THROUGH QUEUING

As shown on the Site Plan, the proposed Restaurant with Drive-Through (Tenant-A) has space for 9 vehicles to queue in the drive-through and the proposed Restaurant with Drive-Through (Tenant-B) has space for 11 vehicles to queue in the drive-through. According to the Institute of Transportation Engineers (ITE) Transportation and Land Development Handbook (2nd Edition, 2006), there is a 95% probability drive-through queues will not exceed 10 vehicles and an 80% probability queues will not exceed 8 vehicles. It should be noted that this research was published before the advent of online/mobile ordering which tends to decrease the service time.

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


 Ronald P. Rieman, Project Manager


 A. Peter Russillo, P.E., PTOE
 Senior Project Manager



Engineering
& Design

Traffic Attachment A

ITE Trip Generation Rates

DATA STATISTICS

Land Use:

Fast-Food Restaurant with Drive-Through Window (934) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

190

Avg. 1000 Sq. Ft. GFA:

3

Average Rate:

33.03

Range of Rates:

8.77 - 117.22

Standard Deviation:

17.59

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

52% entering, 48% exiting

Calculated Trip Ends:

Average Rate: 84 (Total), 44 (Entry), 40 (Exit)

DATA STATISTICS

Land Use:

Fast-Food Restaurant with Drive-Through Window (934) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Saturday

Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

53

Avg. 1000 Sq. Ft. GFA:

4

Average Rate:

55.25

Range of Rates:

11.25 - 122.92

Standard Deviation:

24.62

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 141 (Total), 72 (Entry), 69 (Exit)

DATA STATISTICS

Land Use:

Fast-Food Restaurant with Drive-Through Window (934) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

190

Avg. 1000 Sq. Ft. GFA:

3

Average Rate:

33.03

Range of Rates:

8.77 - 117.22

Standard Deviation:

17.59

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

52% entering, 48% exiting

Calculated Trip Ends:

Average Rate: 81 (Total), 42 (Entry), 39 (Exit)

DATA STATISTICS

Land Use:

Fast-Food Restaurant with Drive-Through Window (934) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Saturday

Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

53

Avg. 1000 Sq. Ft. GFA:

4

Average Rate:

55.25

Range of Rates:

11.25 - 122.92

Standard Deviation:

24.62

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 135 (Total), 69 (Entry), 66 (Exit)

DATA STATISTICS

Land Use:

High-Turnover (Sit-Down) Restaurant (932) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

104

Avg. 1000 Sq. Ft. GFA:

6

Average Rate:

9.05

Range of Rates:

0.92 - 62.00

Standard Deviation:

6.18

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

61% entering, 39% exiting

Calculated Trip Ends:

Average Rate: 19 (Total), 11 (Entry), 8 (Exit)

DATA STATISTICS

Land Use:

High-Turnover (Sit-Down) Restaurant (932) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GFA

Time Period:

Saturday

Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

22

Avg. 1000 Sq. Ft. GFA:

5

Average Rate:

11.19

Range of Rates:

1.63 - 50.40

Standard Deviation:

8.30

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 23 (Total), 12 (Entry), 11 (Exit)

Hotel - 119 rooms

DATA STATISTICS

Land Use:

Hotel (310) [Click for Description and Data Plots](#)

Independent Variable:

Rooms

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

31

Avg. Num. of Rooms:

186

Average Rate:

0.59

Range of Rates:

0.26 - 1.06

Standard Deviation:

0.22

Fitted Curve Equation:

$T = 0.74(X) - 27.89$

R²:

0.78

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 70 (Total), 36 (Entry), 34 (Exit)

DATA STATISTICS

Land Use:

Hotel (310) [Click for Description and Data Plots](#)

Independent Variable:

Rooms

Time Period:

Saturday

Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

10

Avg. Num. of Rooms:

192

Average Rate:

0.72

Range of Rates:

0.49 - 1.23

Standard Deviation:

0.20

Fitted Curve Equation:

$T = 0.69(X) + 5.95$

R²:

0.80

Directional Distribution:

56% entering, 44% exiting

Calculated Trip Ends:

Average Rate: 86 (Total), 48 (Entry), 38 (Exit)

DATA STATISTICS

Land Use:

Strip Retail Plaza (<40k) (822) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GLA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

25

Avg. 1000 Sq. Ft. GLA:

21

Average Rate:

6.59

Range of Rates:

2.81 - 15.20

Standard Deviation:

2.94

Fitted Curve Equation:

$\ln(T) = 0.71 \ln(X) + 2.72$

R²:

0.56

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 120 (Total), 60 (Entry), 60 (Exit)

DATA STATISTICS

Land Use:

Strip Retail Plaza (<40k) (822) [Click for Description and Data Plots](#)

Independent Variable:

1000 Sq. Ft. GLA

Time Period:

Saturday

Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

12

Avg. 1000 Sq. Ft. GLA:

27

Average Rate:

6.57

Range of Rates:

1.88 - 14.23

Standard Deviation:

3.45

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 120 (Total), 61 (Entry), 59 (Exit)

**Restaurant Pad Development
Orangeburg Commons
Fiscal Impact
March 31, 2023**

1. Existing Tax Revenue:

The Orangeburg Commons development currently generates revenues in the amount of approximately \$700,000 to the Town of Orangetown, Rockland County, New York State, the South Orangetown School District, the Orangeburg Fire District, the South Orangetown Ambulance District, the South Orangetown Library, Tappan Library, and the Paramedics. These taxes are based on five (5) separately assessed Condominium Parcels of which, the Restaurant Pad parcels generate approximately \$8,500 in taxes.

2. Proposed Project:

The proposed project consists of constructing restaurants on the two (2) condominium pad sites.

3. Proposed Tax Revenue:

To determine the amount of tax revenue the restaurant pad development project will generate, the market value of the buildings was estimated at approximately \$1,058,000. Based on the Town of Orangetown's Common Level Ratio (CLR) of 37.48%, the Taxable Assessed Value of this project is \$397,000.

The below table illustrates the added revenues the restaurant development project will likely generate to the various Tax Jurisdictions annually after its completion.

Table 1 - Estimated Future Tax Revenue

Tax Jurisdiction	Estimated Assessed Value	2022/2023 Tax Rate/\$1,000	2022/2023 Estimated Tax Revenues
State and Country	\$397,000	7.23752	\$2,873
Townwide Services	\$397,000	4.55241	\$1,807
Town Building Services	\$397,000	0.87111	\$346
Town Outside Highway	\$397,000	3.02386	\$1,200
Town and Nyack Police	\$397,000	10.0076	\$3,973
So O'town Ambulance	\$397,000	0.232833	\$92
Orangeburg Fire	\$397,000	4.70737	\$1,869
Tappan Library	\$397,000	1.6137	\$641
Paramedic	\$397,000	0.398682	\$158
Sewer Debt Service	\$397,000	0.70781	\$281
S Orangetown CSD	\$397,000	72.833393	\$28,915
S Orangetown Library	\$397,000	0.508198	\$202
Orangeburg Hydrant	\$397,000	0.6769	\$269
RC Solid Waste	non-ad valorem		\$65
Total			\$42,626

As noted, the total estimated additional tax revenues for the proposed restaurant pad development project is approximately \$34,100 per year.

It is not likely that development on the two (2) restaurant pad sites will require any significant service increases from the Town, County or New York State. The restaurant buildings will have internal fire suppressors systems and security systems, thereby reducing the potential need for fire and police protection. Further and since there is no residential aspect of the Proposed Action, the School District revenue would be a net revenue increase of approximately \$29,000 per year.

BHATT THAKKAR ENGINEERING DPC

1456 Ferry Road, Suite 603
Doylestown, PA 18901
P. 215.766.8280
F. 215.434.5280

April 19, 2023

Geraldine N. Tortorella, Esq.
Hocherman, Tortorella & Wekstein LLP
One North Broadway, Suite 400
White Plains, New York 10601

RE: Stormwater/Sewer Statement for Amended Site Plan for Orangeburg Commons – proposed Two pad sites – Concept Plan CP-16 & CP-16A prepared by Bhatt Thakkar Engineering, DPC, last revised 4/12/23. ARNA Project - 230002801

Dear Ms. Tortorella:

We have prepared the above referenced Concept Plans based on the approved Shops at Orangeburg Commons project, and as requested have evaluated potential stormwater and sanitary sewer related impacts due to the proposed site plan changes.

Reference is made to the fully approved Shops at Orangeburg Commons Site Plan set (Rev.#11, 2/17/16) for comparison. Said plan set was modified for the current Concept Plan CP-16, last revised 4/12/23.

The summary table below includes the stormwater and sanitary sewer related statistics to facilitate the evaluation by comparison.

Items:	Site Plan		Reduction
	Shops @ Orangeburg Commons	Concept Plan CP-16	
Impervious Coverage	478,002 SF	476,508 SF	1,494 SF
Development Coverage	65.5%	65.29%	0.21%
Total Floor Area	243,150 SF	241,359 SF	1,791 SF
Floor Area Ratio	0.333	0.330	0.003
Sewer Usage	51,000 GPD	≤ 51,000 GPD	-

Based on the above summary, a reduction of impervious coverage allows the project to maintain the existing SWPPP. The NYDEC stormwater water quality/quantity requirements have been met.

The proposed mix of uses and their respective sizes shown on Concept Plan CP-16 is not anticipated to exceed the previously estimated sewer usage of 51,000 GPD for Orangeburg Commons.

BHATT THAKKAR ENGINEERING DPC

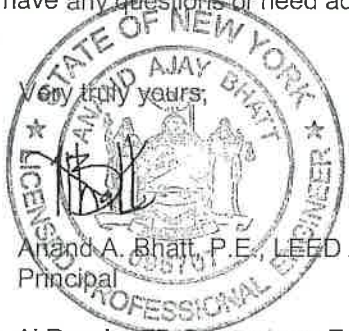
1456 Ferry Road, Suite 603

Doylestown, PA 18901

P. 215.766.8280

F. 215.434.5280

If you have any questions or need additional information, please do not hesitate to call us at (267) 733-7840.



Ajay A. Bhatt, P.E., LEED AP
Principal

Cc: Al Rossi – FB Orangetown Entities

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Clerk of Boards Review:
Date: _____ Initials: _____

Building Dept. (Accepted By):
Date: _____ Initials: _____

ENTITY DISCLOSURE FORM

TOWN OF ORANGETOWN
Office of Building, Zoning, Planning Administration and Enforcement (OBZPAE)
20 Greenbush Road
Orangeburg, New York 10962
Tel: (845) 359-8410
Website: www.orangetown.com

THIS FORM MUST ACCOMPANY ALL LAND USE APPLICATIONS SUBMITTED BY AN ENTITY AS DEFINED IN CHAPTER 43, ARTICLE 16 OF THE TOWN CODE OF THE TOWN OF ORANGETOWN.

PROJECT NAME: (1) Petition for Zoning Text Amendment & (2) Amended Special Permit for Orangeburg Commons

PROPERTY ADDRESS: Orangeburg Commons, NYS Route 303 & Stevens Way & The Shops at Orangeburg Commons, Greenbush Road

TAX LOT ID: 74.15-1-21./1, 21./2, 21./3, 21./4, 21./5, 22

NAME OF APPLICANT: FB Orangetown Retail LLC, FB Orangetown Retail Two LLC, FB Orangetown Retail Three LLC, FB Orangetown Hotel LLC, FB Orangetown Hotel Two LLC (Collectively, the "FB Orangetown Entities") and FB Greenbush LLC

OWNER OF PROPERTY: Same as Applicant

Land Use Application/Brief Description of Project: (1) Zoning Text Amendment Related to Mixed Use Developments, 4.32(O)(iii)(h)
(2) Amendment of Special Permit for Restaurant (Chipotle) and other commercial space in Orangeburg Commons

PART ONE:

1. Pursuant to Section Chapter 43, Article 16 of the Town Code, the disclosure of the names and address of all persons or entities owning any interest or controlling position of any limited liability company, limited liability partnership, general or limited partnership, professional corporation, joint venture, doing business as name or venture, association, business trust, or non-publically traded corporation, (hereinafter referred to as the "Entity") is required when filing a land-use application.
2. Set forth the names of all members, officers, shareholders, directors, partners or other authorized persons of the Entity for the past year from the date of filing of any land-use board application.
3. Attach a copy of all Entity documents filed with the NYS Secretary of State, or in any other State of formation, including:
 - a. All records regarding membership interests in the Entity;
 - b. Records regarding the transfer of membership interests since the date of formation.
4. If a member of the Entity is not a natural person, please provide the name(s) and address(es) for the of the non-natural person member of that Entity, and provide the formation filing documents for such Entity.
5. Provide supplemental sheets if the information does not fit below; (kindly label the supplemental sheets).

Name of Entity:	The FB Orangetown Entities (the Restaurant will be constructed on Orangeburg Commons Condo Unit 2, which is owned by FB Orangetown Retail Three LLC) and FB Greenbush LLC
Address:	c/o RD Management, 810 Seventh Avenue, 10th Floor, New York, New York 10019
Telephone Number:	(212) 265-6500 x305
E-Mail Address:	arossi@rdmanagement.com
State/Date of Formation:	New York (all entities); Date: 1/19/12 (all FB Orangetown Entities except FB Orangetown Hotel LLC). FB Orangetown Hotel LLC 12/12/11.
Contact Person:	Alfred Rossi, P.E.

PART TWO:

6. Please list all persons, officers, limited or general partners, directors, members, shareholders, managers, authorized persons, beneficial owners, and any others with any interest in or with the above referenced entity.
7. Please NOTE that an "authorized person" means an individual or entity, whether or not a shareholder, member, officer or director, or person identified by any other title, who is authorized to act, solely or in conjunction with others, on behalf of or for the Entity.
8. List all persons with a membership or voting interest or controlling position in the Entity. Please provide that parties' business or personal address and telephone number, email address and other contact information.
9. Provide supplemental sheets if the information does not fit below; (kindly label the supplemental sheets).

Name of Individual	Address	Telephone	Email	Interest or Role in Entity
1. See Supplemental Sheet attached.				
2.				
3.				
4.				
5.				
6.				

PART THREE:

10. Is any person identified in Part TWO currently employed by or hold a paid or unpaid position with a department, agency or land use board of the Town of Orangetown? Please circle: YES NO
11. Is any person identified in PART TWO the spouse, sibling, parent, child, or grandchild of any individual who is employed by or holds a paid or unpaid position with a department, agency or land use board of the Town of Orangetown? Please circle: YES NO
12. Does any person identified in PART TWO perform services for or have a contract, or employed by an entity that has a contract to perform services for the Town of Orangetown? Please circle: YES NO
13. If the answer is "YES" to any of the above, please provide a supplement sheet and list every Board, Department, Office, agency or other position with the Town of Orangetown in which the party has a position, paid or unpaid, or provides services for, and identify the agency, title and date of hire.

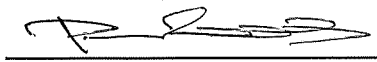
PART FOUR:

14. The information contained herein shall be updated with the Clerk of the Boards no later than THIRTY (30) DAYS after any change in information.
15. **NOTE: Any person who (a) provides false or fraudulent beneficial ownership information; (b) willfully fails to provide complete or updated information; or (c) during the application process, fails to obtain or maintain credible, legible and updated beneficial ownership information shall be subject to suspension of any pending application by the applicant entity, or a "stop work" order on any work relating to the application, or both, in addition to any other applicable penalties under the Town Code, or State and Federal Statute, or both.**

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

I, Richard Birdoff, being duly sworn, deposes and says that I am Manager of the FB Orangetown Entities and FB Greenbush LLC, LLCs duly authorized by law to do business in the State of New York, and that the statements made in the foregoing Affidavit are true, accurate and complete. I further understand that Land Use Applications may have a significant impact upon the health, safety and general welfare of the Town of Orangetown and its inhabitants and visitors; and that the Town Board is required to be certain that anyone with an interest or controlling position of an Entity, who applies for any land use approval or permission must have no conflict of interest as that term is described in NYS Town Law, as well as NYS General Municipal Law, and that the disclosure of any officers, directors, members, shareholders, managers, authorized persons, beneficial owners, any other controlling parties with the above entity, and all persons with a membership or voting interest in the entity is required to be made in any land use application or request for any approval from the Town, to be certain no conflict of interest exists and without the disclosure, a full review of any conflict cannot take place.

The FB Orangetown Entities & FB Greenbush, LLC


 By: Richard Birdoff, Manager Signature
 of the FB Orangetown Entities

Sworn to and subscribed in my presence

This 30 day of March, 2023


 NOTARY PUBLIC

MYRA PADRON
 Notary Public, State of New York
 No. 01PA6188217
 Qualified in Nassau County
 Commission Expires June 2, 2024

**Supplemental Sheet – Part Two – Entity Disclosure Form for
FB Orangetown Entities & FB Greenbush LLC**

Name of Individual	Address	Telephone	Email (contact of counsel)	Role in Entity
Richard Birdoff	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MFB Realty LLC; Manager - FB Orangetown Entities and FB Greenbush LLC
Michael M. Ades	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner FB Orangetown LLC and ADSON Group LLC
Joseph A. Ades	c/o Michael M. Ades RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner FB Orangetown LLC
Joseph R. Ades	c/o Michael M. Ades RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner ADSON Group, LLC
R. David Ades	c/o Michael M. Ades RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner ADSON Group, LLC
Billy A. Ades	c/o Michael M. Ades RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner ADSON Group, LLC
The Estate of Jay M. Furman	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MFB Realty LLC; MF Est. LLC
Jason Furman	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC
Jesse Furman	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC
Robert P. Murray	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC
Barbara Murray	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC
Bruce Murray	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC
Erica Sue Murray	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC
Vicki Birdoff	c/o RD Management LLC 810 7 th Ave, 10 th floor NY, NY 10019	212-265-6600	g.tortorella@htwlegal.com	Owner MF Est. LLC

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 4, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

111212000 480

ARTICLES OF ORGANIZATION

OF

FB ORANGETOWN HOTEL LLC

Under Section 203 of the New York Limited Liability Company Law

First: The name of the limited liability company is **FB Orangetown Hotel LLC**

Second: The county within this state in which the office of the limited liability company is to be located is **[Suffolk]**.

Third: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is **c/o RD Management LLC, 810 Seventh Ave., 10th Floor, New York, NY 10019.**

Fourth: The effective date of the Articles of Organization shall be the date of the filing.

Fifth: The limited liability company is to be managed by (check appropriate selection):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers

Dated: December 12, 2011

Steven Z. Nachman
Steven Z. Nachman, Organizer

111212000480

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2011 DEC 12 AM 11:06

Articles of Organization
of

FB ORANGETOWN HOTEL LLC

(List Entity Name)

Under Section 203 of the Limited Liability Company Law

Filed by:

Steven Nachman

(Name)

c/o RD Management LLC

810 Seventh Avenue, 10th Floor

(Mailing address)

New York, NY 10019

(City, State and Zip Code)

FILED

2011 DEC 12 PM 12:26

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 12 2011
TAXS
BY: [Signature]

547

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
May 3, 2017.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State

120119000 381

ARTICLES OF ORGANIZATION

OF

FB ORANGETOWN HOTEL TWO LLC

Under Section 203 of the New York Limited Liability Company Law

First: The name of the limited liability company is FB Orangetown Hotel Two LLC

Second: The county within this state in which the office of the limited liability company is to be located is New York.

Third: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, NY 10019.

Fourth: The effective date of the Articles of Organization shall be the date of the filing.

Fifth: The limited liability company is to be managed by (check appropriate selection):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers

Dated: January 18, 2012

Steven Z. Nachman
Steven Z. Nachman, Organizer

120119000 381

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2012 JAN 19 AM 10:06

Articles of Organization
of

FB ORANGETOWN HOTEL TWO LLC

(List Entity Name)

Under Section 203 of the Limited Liability Company Law

Filed by: Steven Nachman
(Name)
c/o RD Management LLC
810 Seventh Avenue, 10th Floor
(Mailing address)
New York, NY 10019
(City, State and Zip Code)

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FILED

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 19 2012
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BY: ja

ja

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BARBARA SILBERBERG
RD MANAGEMENT LLC
810 SEVENTH AVE., 10TH FL.
NEW YORK NY 10019

CUST REF: FED779048858299

Enclosed is the information you requested. Your payment of
\$35.00 is hereby acknowledged.

If the name on the enclosed document(s) does not match exactly
with the name of the entity you requested, this office does not
have a record of the exact name you requested. The document(s)
provided appear(s) to be of sufficient similarity to be the
entity requested.

State of New York
Department of State } **ss:**

I hereby certify, that FB ORANGETOWN RETAIL LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 01/19/2012, and that the Limited Liability Company is existing so far as shown by the records of the Department.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 16th day of July two
thousand and fourteen.*

Anthony Scardino

Executive Deputy Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on July 17, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

120119000384

ARTICLES OF ORGANIZATION

OF

FB ORANGETOWN RETAIL LLC

Under Section 203 of the New York Limited Liability Company Law

First: The name of the limited liability company is **FB Orangetown Retail LLC**

Second: The county within this state in which the office of the limited liability company is to be located is **New York**.

Third: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is **c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, NY 10019**.

Fourth: The effective date of the Articles of Organization shall be the date of the filing.

Fifth: The limited liability company is to be managed by (check appropriate selection):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers

Dated: January 18, 2012

Steven Z. Nachman
Steven Z. Nachman, Organizer

120119000.384

RECEIVED
2012 JAN 19 AM 10:06

Articles of Organization

of

FB ORANGETOWN RETAIL LLC

(List Entity Name)

Under Section 203 of the Limited Liability Company Law

Filed by: Steven Nachman

(Name)

c/o RD Management LLC

810 Seventh Avenue, 10th Floor

(Mailing address)

New York, NY 10019

(City, State and Zip Code)

100
STATE OF NEW YORK
DEPARTMENT OF STATE

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 4, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

120119000

346

ARTICLES OF ORGANIZATION

OF

FB ORANGETOWN RETAIL THREE LLC

Under Section 203 of the New York Limited Liability Company Law

First: The name of the limited liability company is **FB Orangetown Retail Three LLC**

Second: The county within this state in which the office of the limited liability company is to be located is **New York.**

Third: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is **c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, NY 10019.**

Fourth: The effective date of the Articles of Organization shall be the date of the filing.

Fifth: The limited liability company is to be managed by (check appropriate selection):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers

Dated: January 18, 2012

Steven Z. Nachman
Steven Z. Nachman, Organizer

120119000

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Articles of Organization
of

FB ORANGETOWN RETAIL THREE LLC

(List Entity Name)

Under Section 203 of the Limited Liability Company Law

Handwritten scribble

RECEIVED
2012 JAN 19 AM 10:06

Filed by:

Steven Nachman
(Name)

c/o RD Management LLC
810 Seventh Avenue, 10th Floor
(Mailing address)

New York, NY 10019
(City, State and Zip Code)

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

JAN 19 2012

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BY: _____

Handwritten signature

2012 JAN 19 AM 10:46

Handwritten scribble

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 4, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

120119000360

ARTICLES OF ORGANIZATION

OF

FB ORANGETOWN RETAIL TWO LLC

Under Section 203 of the New York Limited Liability Company Law

First: The name of the limited liability company is **FB Orangetown Retail Two LLC**

Second: The county within this state in which the office of the limited liability company is to be located is **New York**.

Third: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is **c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, NY 10019**.

Fourth: The effective date of the Articles of Organization shall be the date of the filing.

Fifth: The limited liability company is to be managed by (check appropriate selection):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers

Dated: January 18, 2012

Steven Z. Nachman
Steven Z. Nachman, Organizer

120119000 360

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2012 JAN 19 AM 10:06

Articles of Organization
of

FB ORANGETOWN RETAIL TWO LLC

(List Entity Name)

Under Section 203 of the Limited Liability Company Law

Filed by: Steven Nachman
(Name)
c/o RD Management LLC
810 Seventh Avenue, 10th Floor
(Mailing address)
New York, NY 10019
(City, State and Zip Code)

2012 JAN 19 PM 12:24

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STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JAN 19 2012

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BY: LWC

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MFB REALTY LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF MAY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE FOURTEENTH DAY OF JULY, A.D. 2005, AT 4:05 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWELFTH DAY OF FEBRUARY, A.D. 2008, AT 8 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MFB REALTY LLC".




Jeffrey W. Bullock, Secretary of State

3236397 8100H
SR# 20181492993

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202231980
Date: 02-28-18

CERTIFICATE OF FORMATION
OF
MFB REALTY LLC

The undersigned, an authorized person for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is MFB REALTY LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are: Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805-1297.

Executed on May 30, 2000.


Eric S. Schoenfeld, Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: MFB REALTY LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows: Paragraph SECOND is deleted in its entirety, and replaced with the following: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are: Clark Minker, 710 Yorklyn Road, Hockessin, DE 19707

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 14th day of July, A.D. 2005.

By: 
Authorized Person(s)

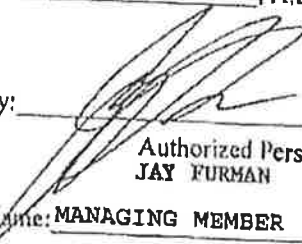
Name: Jay Furman
Print or Type

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: MFB REALTY LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

THE REGISTERED AGENT RECORD HAS CHANGED: FROM CLARK MINKER, 710 YORKLYN ROAD, HOCKESSIN, DELAWARE 19707 TO: CORPORATION SERVICE COMPANY, 2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE 19808

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 6 day of DECEMBER, A.D. 2007.

By: 
Authorized Person(s)
JAY FURMAN
Name: MANAGING MEMBER
Print or Type

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on January 4, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

99122800057

ARTICLES OF ORGANIZATION

GSC 45

OF

FB ORANGETOWN LLC

Under Section Two Hundred Three of the Limited Liability Company Law

The undersigned person, acting as an organizer of the limited liability company hereinafter named, sets forth the following statements.

FIRST: The name of the limited liability company (the "Company") is FB Orangetown LLC.

SECOND: The county within the State of New York in which the office of the Company is to be located is the County of New York.

THIRD: The Company is not to have a specific date of dissolution in addition to the events of dissolution set forth in Section 701 of the New York Limited Liability Company Law.

FOURTH: The Secretary of State of the State of New York is designated as agent of the Company upon whom process against it may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the Company served upon him is c/o RD Management Corp. 810 Saynath Avenue, 28th Floor, New York, New York 10019, Attention: Richard J. Birdoff.

Signed on December 27, 1999.

Jeanette C. Luoh
Jeanette C. Luoh, Organizer

991228000587

CSC 45

ARTICLES OF ORGANIZATION

OF

FB ORANGETOWN LLC

Under Section Two Hundred Three of the Limited Liability Company Law

Dec 29 12:56 PM '99
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Dec 28 12:19 PM '99

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED DEC 28 1999

MXS
BY: *[Signature]* a.B

Filed by

Buer Marks & Upham LLP
805 Third Avenue
New York, New York 10022
Cust Perf# 530413G5T

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Drawdown

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on June 22, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

GW-13

F990809000430

ARTICLES OF ORGANIZATION
OF
ADSON GROUP, LLC

Under Section 203 of the Limited Liability Company Law:

FIRST: The name of the limited liability company is ADSON GROUP, LLC.

SECOND: The county within the state in which the office of the limited liability company is to be located is Nassau.

THIRD: The latest date on which the limited liability company is to dissolve is December 31, 2040.

FOURTH: The Secretary of State is designated, as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served-upon him or her is:

Robert Ades
33 Pond Park Road
Grant Neck, New York 11023

FIFTH: The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

IN WITNESS WHEREOF, this certificate has been subscribed to
this 9th day of August, 1999 by the undersigned who affirms that the
statements made herein are true under the penalties of perjury.

Lawrence A. Kirsch

Lawrence A. Kirsch, Attorney in Fact

GW13

990809000430

ARTICLES OF ORGANIZATION

OF

ADSON GROUP, LLC

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED AUG 09 1999

TAX \$

BY:

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Filed by:

Aug 9 1 01 PM '99

Martin Bergstein
450 Seventh Avenue,
Suite 2906
New York, New York 10123

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990809000451

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

140115000 415

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF
MF EST. LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: MF Est. LLC

If the name of the limited liability company has been changed, the name under which it was organized is: FMB Family Limited Liability Company.

SECOND: The date of filing of the articles of organization is: February 4, 1999.

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph First of the Articles of Organization relating to the limited liability company name is hereby amended to read as follows: *First: The name of the limited liability company is ... (new name) ...*)

Effective January 1, 2014, Paragraph SIXTH of the Articles of Organization relating to management of the entity is hereby deleted in its entirety and replaced with the following:

SIXTH: The limited liability company is to be managed by (check appropriate box):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers.

X Barbara Silberberg
(Signature)

Barbara Silberberg
(Type or print name)

Authorized Signer
(Title of signor)

DOS-1358 (Rev. 6/06)

415

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF
MF EST. LLC

Under Section 211 of the Limited Liability Company Law

Filed by: Barbara Silberberg
(Name)
c/o RD Management LLC
810 Seventh Avenue, 10th Floor
(Mailing address)
New York, NY 10019
(City, State and Zip Code)

Ida
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 15 2014
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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

110630000 099

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF CHANGE
OF

MF EST. LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211-A of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

MF EST. LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: FEBRUARY 4, 1999

THIRD: The change(s) effected hereby are: [Check appropriate statement(s)]

The county location, within this state, in which the office of the limited liability company is located, is changed to:

The address to which the Secretary of State shall forward copies of process accepted on behalf of the limited liability company is changed to read in its entirety as follows: Jay Furman
C/O RD MANAGEMENT LLC, 810 SEVENTH AVE, 10TH FLOOR, NEW YORK, NY 10019

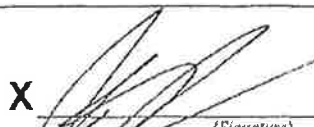
The limited liability company hereby: [check one]

Designates _____
as its registered agent upon whom process against the limited liability company may be served.
The street address of the registered agent is:

Changes the designation of its registered agent to: _____
The street address of the registered agent is:

Changes the address of its registered agent to:

Revokes the authority of its registered agent.

X 
(Signature)
JAY FURMAN
(Type or print name)
MEMBER
(Title of signer)

110630000099

CERTIFICATE OF CHANGE
OF

MF EST. LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211-A of the Limited Liability Company Law

Filed by: STANLEY TANZER

(Name)

810 SEVENTH TH AVE, 10FL

(Mailing address)

NEW YORK, NY, 10019

(City, State and ZIP code)

NOTE: This form was prepared by the New York State Department of State for filing a certificate of change by a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$30 filing fee made payable to the Department of State.

(For office use only)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 30 2011

TAXS

BY: MBL

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

CSC 45

F 990204000600

ARTICLES OF ORGANIZATION

OF

FMB FAMILY-LIMITED LIABILITY COMPANY

Under Section 203 of the New York Limited Liability Company Law

FIRST. The name of the limited liability company is FMB FAMILY LIMITED LIABILITY COMPANY.

SECOND. The county within this state in which the office of the limited liability company is to be located is Nassau.

THIRD. The latest date on which the limited liability company is to dissolve is December 31, 2050.

FOURTH. The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is c/o Barbara Murray, 115 Cedar Avenue, Hewlett Bay Park, NY 11557.

FIFTH. The effective date of the Articles of Organization shall be the date of filing.

SIXTH. The limited liability company is to be managed by (check appropriate box)

1 or more members

A class or classes of members

1 or more managers

A class or classes of managers

IN WITNESS WHEREOF, this certificate has been subscribed this 4th day of February 1999, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Karl Wagner
Karl Wagner, Organizer

F990204000600

CSC 45

ARTICLES OF ORGANIZATION

OF

FMB FAMILY LIMITED LIABILITY COMPANY

UNDER SECTION 203 OF THE NEW YORK LIMITED LIABILITY COMPANY LAW

FILED

FEB 4 3 40 PM '99

1cc

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 04 1999

TAXS

BY: pal

pal

Filed By

NEWMAN TANNENBAUM HELPERN
SYRACUSE & HIRSCHTRITZ LLP
900 Third Avenue
New York, New York 10022
(212) 508-6700

123926596

2

990204000634

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

F 990709 0 00 438
Affidavit of Publication

County of Nassau, }
State of New York. } SS:

AMEL JOHNSON being duly sworn, deposes and says that she is the Principal Clerk of The Publisher of

The ~~Wanted~~ Wanted Seaforu Citizen

a weekly newspaper published at Wanted in the County of Nassau, in the State of New York, and that a notice, a printed copy of which is hereto annexed, has been published in said newspaper once in each week for

Six (6) weeks viz:

4/22/29/1999

5/6/13/20/27/1999

WDC#314

Sworn to before me this 27th day of MAY 19 99

Mame Taylor
Notary Public, State of New York

Notice of LLC: First Family Limited Liability Company, Arts of Org. filed NY Sec. of State on 02/24/99, Filing of, Inc. in Nassau Co. Sec. of State. If you are a member of LLC upon this notice, please contact me by e-mail or by phone at my office at my address to O/O Business Manager, 115 Cedar Avenue, Hewlett Seaforu, NY 11547. Latest date upon which the LLC is to dissolve: 12-31-2000. Purpose of LLC: to purchase, own, develop, lease, finance, manage, and sell real estate and to acquire and manage other assets.
WDC 22164 4/22, 28, 5/4, 13, 20, 27

MAME TAYLOR
NOTARY PUBLIC, State of New York
No. 017A5075210
Qualified in Nassau County
My Commission Expires 3/31/01

F 990709 0.00 438

AFFIDAVIT OF PUBLICATION

FOR

FMB FAMILY LIMITED LIABILITY COMPANY

Pursuant to Section 206 of the New York Limited Liability Company Law

1cc
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUL 0 9 1999
TAX S _____
BY: LAS

**Filer: Newman Tannenbaum Helpert Syracuse & Hirschtritt
900 Third Avenue
New York, New York 10022-4775**

2
DRAWDOWN

990709 0 00 467
NCR

-26

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 25, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Affidavit of Publication

F 990709 0 00 443

STATE OF NEW YORK }
COUNTY OF NASSAU, }

Joyce MacMonigle
being duly sworn deposed and say that she is the Principal Clerk of THE LEADER: a weekly newspaper published in Freeport, New York, in the County of Nassau, in the State of New York, and that a notice, a printed copy of which is hereunto annexed, was published in said newspaper once for (.....six.....) successive weeks, viz:

April 22, 29, May 6, 13, 20 & 27, 1999

Name of LLC: FMB Family Limited Liability Company, A/C of C/O. Inc. NY Sec. of State on 02-04-99. Princ. off. loc. in Nassau Co. Sec. of State designated as off. of LLC operations. process required if not be served. Sec. of State shall mail copy of any process to c/o Business Mural, 115 Cedar Avenue, Hempstead Harbor, NY 11557. Latest date upon which the LLC is to dissolve: 12-31-2000. Purpose of LLC: to develop, own, finance, manage, operate and sell real estate and to acquire and manage business assets.
B. E. 668 of 4/22/99, 5/6, 13, 20, 27

Joyce MacMonigle

Sworn to before me this 27th day

of May, 19 99.

Erin E. Groder
Notary Public Nassau County, N.Y.

E. ANNE CRODER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GR5974442
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 07/24/01

1

F990709 0 00 443

AFFIDAVIT OF PUBLICATION

FOR

FMB FAMILY LIMITED LIABILITY COMPANY

Pursuant to Section 206 of the New York Limited Liability Company Law

lee
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 09 1999

TAX S

BY:

LAS

**Filer: Newman Tannenbaum Helpern Syracuse & Hirschtritt
900 Third Avenue
New York, New York 10022-4775**

2

990709 0 00 472

DRAWDOWN

NCR -26

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 25, 2016.



Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

f 010209000 508

CSC 45

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF
FMB FAMILY LIMITED LIABILITY COMPANY**

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: FMB Family Limited Liability Company.

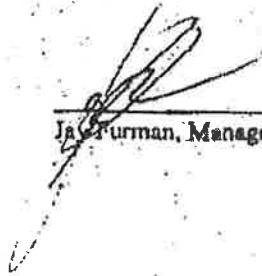
SECOND: The date of filing of the Articles of Organization is: February 4, 1999.

THIRD: The amendment effected by this Certificate of Amendment is as follows:

✓ Paragraph First of the Articles of Organization relating to the name of the limited liability company is hereby amended to read as follows:

"The name of the limited liability company is MF Est. L.L.C."

IN WITNESS WHEREOF, the undersigned has subscribed this Amendment this 7th day of February, 2001.



Jay Furman, Manager

C:\CertOfAmend-ArtOfOrg-fmb.wpd

010209000 568

CERTIFICATE OF AMENDMENT

OF

FME FAMILY LIMITED LIABILITY COMPANY

Under Section 211 of the Limited Liability Company Law

CSC 45

FILED BY:- R.D. MANAGEMENT CORP.
810 Seventh Avenue
28th Floor
New York, NY 10019
Cust. Ref#998261CST

DRAWDOWN

10 11 11 01

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 10 2008
TAXS
BY: S.B.

010209000 593

2

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on November 5, 2013.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

131105000451

ARTICLES OF ORGANIZATION

OF

FB GREENBUSH LLC

Under Section 203 of the New York Limited Liability Company Law

First: The name of the limited liability company is FB Greenbush LLC.

Second: The county within this state in which the office of the limited liability company is to be located is New York.

Third: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, NY 10019.

Fourth: The effective date of the Articles of Organization shall be the date of the filing.

Fifth: The limited liability company is to be managed by (check appropriate selection):

- 1 or more members
- A class or classes of members
- 1 or more managers
- A class or classes of managers

Dated: November 4, 2013.

Barbara Silberberg
Barbara Silberberg, Organizer

451

Articles of Organization
of

FB GREENBUSH LLC

(List Entity Name)

Under Section 203 of the Limited Liability Company Law

Filed by: Barbara Silberberg
(Name)
c/o RD Management LLC
810 Seventh Avenue, 10th Floor
(Mailing address)
New York, NY 10019
(City, State and Zip Code)

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV - 5 2013
TAX S _____
BY: MT

RECEIVED
2013 NOV - 5 PM 12: 05

2013 NOV - 5 PM 12: 45

FILED

482

FILING RECEIPT

=====

ENTITY NAME: FB GREENBUSH LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NEWY

=====

FILED:11/05/2013 DURATION:***** CASH#:131105000482 FILM #:131105000451
DOS ID:4482626

FILER:

EXIST DATE

BARBARA SILBERBERG
C/O RD MANAGEMENT LLC
810 SEVENTH AVENUE 10TH FLOOR
NEW YORK, NY 10019

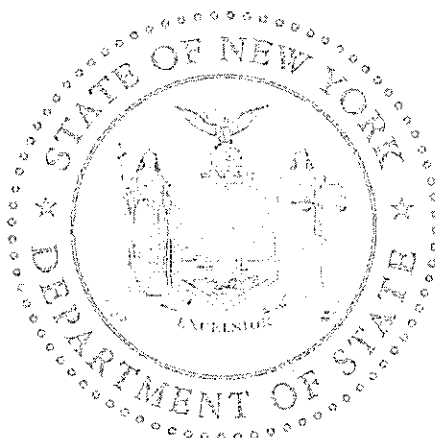
11/05/2013

ADDRESS FOR PROCESS:

C/O RD MANAGEMENT LLC
810 SEVENTH AVENUE
NEW YORK, NY 10019

10TH FLOOR

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00 *

FEES 260.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 260.00

CASH 0.00
CHECK 0.00
CHARGE 260.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00

=====

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

Date: July 11, 2023

The Town of Orangetown (“Town”) Town Board, serving as the lead agency, having reviewed the record compiled during its consideration of the Action (defined below), issues the following notice pursuant to 6 NYCRR Part 617 of the implementing regulations to Article 8 (State Environmental Quality Review Act) of the ECL.

Name of Action: HNA Palisades Premier Conference Center

SEQR Status: Type I

Conditioned Negative Declaration: No

Description of Action: Town acquisition of the 106-acre site known as 334 Route 9W, Palisades NY 10964 (Section 78.13, Block 1, Lot 1) (the “Subject Property” or “Site”) through the exercise of eminent domain authority.

The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. The current owner has ceased maintaining the Subject Property, and effectively abandoned it. The abandonment has resulted in various public health and safety hazards at the Site, including wastewater discharges into the Town’s WWTP due to pipes bursting, sink holes on emergency access roads, as well as several instances of vandalism, trespass and illegal dumping of construction and demolition debris. The Action would permit access to the Site to secure it from future hazards, as well as repair and remediate existing unsafe conditions.

While the Town also desires to see the Subject Property redeveloped in the future with a mix of uses and public amenities that can return the Site to a productive use generating tax revenue and other benefits for the community, the acquisition of the Site would not commit it to take any particular action at this time. Since no specific plan for redevelopment is before the Town, the Town Board can only evaluate the impacts associated with the acquisition. Nonetheless, out of an abundance of caution, the Town Board has considered the general rules under 6 N.Y.C.R.R. Section 617.3 concerning segmentation. To the extent that said rules could apply to this Action, the Town Board finds that circumstances here warrant a “segmented review” of the acquisition of the Subject Property and any potential future redevelopment thereof. Specifically, if in the future a definitive plan for redevelopment of the Subject Property is presented to the Town, the Town will be able to undertake a comprehensive evaluation of any potential environmental impacts associated therewith. Such review will be just as protective of the environment because the Town will have specific details and verifiable empirical data about the potential reuse and/or redevelopment of the Subject Property such that it can accurately quantify the magnitude of potential impacts associated with the plan, and, if necessary, craft the appropriate project-specific measures to avoid or mitigate any impacts deemed to be significant.

Having considered Parts 1 and 2 of the EAF, and thoroughly analyzing all relevant areas of environmental concern related to the Action, the Town Board has determined that the Action would not result in any significant adverse environmental impacts, and as such, an environmental impact statement is not necessary.

Reasons Supporting this Determination:

- (i) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the acquisition would not result in any changes 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. The Action would permit access to the Site to resolve on-going drainage, flooding and other water quality problems due to the current owner's failure to maintain the Subject Property.
- (ii) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the acquisition would 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.
- (iii) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such the Action would not result in the impairment of the environmental characteristics of a critical environmental area.
- (iv) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would not result in the creation of a material conflict with a community's current plans or goals as officially approved or adopted. The acquisition could facilitate the redevelopment of an abandoned property in a manner consistent with the Town's goals, which, if/when a specific plan for redevelopment is presented, the Town will use to guide its review.
- (v) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character.
- (vi) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would not result in a major change in the use of either the quantity or type of energy.
- (vii) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would not result in the creation of a

hazard to human health. The acquisition of the Subject Property would permit access Site to remediate and repair existing hazards to human health.

- (viii) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would 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.
- (ix) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would 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.
- (x) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would not result in the creation of a material demand for other actions that would result in one of the above consequences.
- (xi) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would 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.
- (xii) The Action involves the acquisition of the Subject Property. No development or changes in use are proposed at this time. As such, the Action would not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision. As stated above, the acquisition of the Subject Property does not commit the Town to take any specific action with respect to the future use and development of the Subject Property. To the extent that in the future a specific plan for redevelopment of the Subject Property is presented to the Town, the Town will be able to undertake a comprehensive evaluation of any potential environmental impacts associated therewith. Such review will be just as protective of the environment because the Town will have specific details and verifiable empirical data about the potential reuse and/or redevelopment of the Subject Property such that it can accurately quantify the magnitude of potential impacts associated with the plan, and, if necessary, craft the appropriate project-specific measures to avoid or mitigate any impacts deemed to be significant.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

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

B. Government Approvals

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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? Yes No

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

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

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

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

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

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

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

If Yes,

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

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

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

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

i. If No, anticipated period of construction: _____ months

ii. If Yes:

• Total number of phases anticipated _____

• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

• Anticipated completion date of final phase _____ month _____ year

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

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

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

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

i. Total number of structures _____

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

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

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

i. Purpose of the impoundment: _____

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

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

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

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

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

D.2. Project Operations

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.

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

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

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

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

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

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

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

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

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

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

 • Operation: _____

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

 • Operation: _____

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

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

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

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

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

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

E. Site and Setting of Proposed Action

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

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

b. Land uses and covertypes on the project site.

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

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

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

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

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

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

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

- If yes, cite sources/documentation: _____

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

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

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

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

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

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

E.2. Natural Resources On or Near Project Site

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

F. Additional Information

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

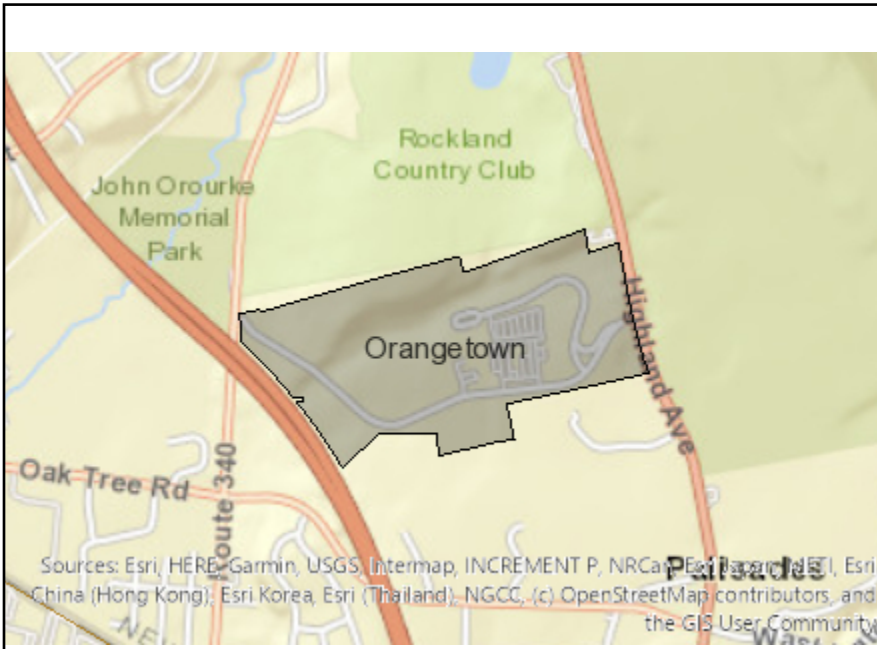
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____



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]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
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]	856-11
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No

E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Red Maple-Sweetgum Swamp
E.2.n.i [Natural Communities - Acres]	55.64
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Least Bittern
E.2.p. [Rare Plants or Animals]	No
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:683.60792779
E.3.d [Critical Environmental Area]	No
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]	Palisades Interstate Park, Palisades Interstate Parkway
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Agency Use Only [If applicable]
 Project : HNA Palisades Premier Conference Center
 Date : 7.11.23

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 checked="" 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) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	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) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	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"/>

1. 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. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input checked="" 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 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. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input checked="" 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 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 checked="" 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 checked="" 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 checked="" 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, E1 b	<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 checked="" 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 checked="" 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. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (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>			
	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) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
	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. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	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. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	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. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	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 checked="" 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.)

NO

YES

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

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

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

NO

YES

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

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

Project :

Date :

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

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

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

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

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

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

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

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

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

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

Other involved agencies (if any)

Applicant (if any)

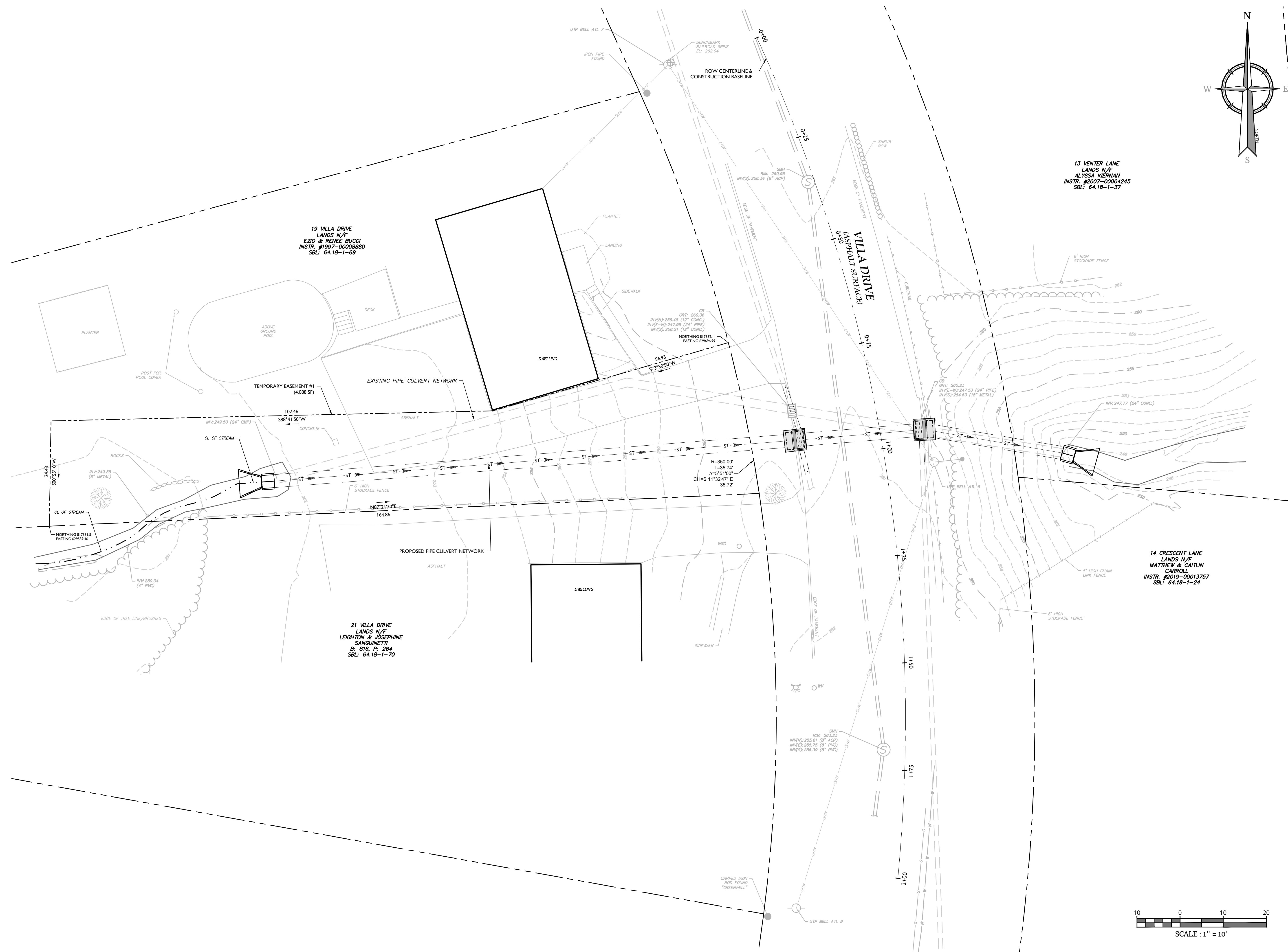
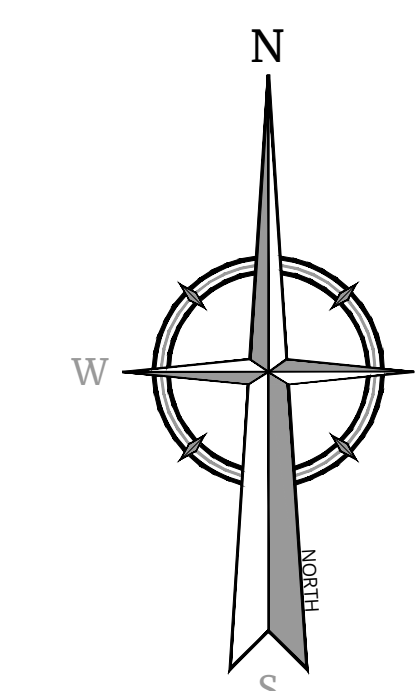
Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

(Step 1) APPROVAL OF 2023 CERTIFICATE OF SEWER REGISTRATIONS**Wording must be all in caps)

(Step 2) **RESOLVED**, that upon the recommendation of the Town Attorney and the Commissioner of the Department of Environmental Management and Engineering, a Certificate of Registration for 2023 Sewer Work is approved to:

Mouacdie Excavating Corp., 175 N Rte 9W, Ste 6, Congers, NY 10920; Tel.: 845-406-5358

*****Also – need to put a copy of memo that is sent to Town Clerk under “ATTACHMENTS” when entering wording per Kim.**



19 VILLA DRIVE LANDS N/F EZIO & RENEE BUCCI INSTR. #1897-00008880 SBL: 64.18-1-69

13 VENTER LANE LANDS N/F ALYSSA KIERNAN INSTR. #2007-00004245 SBL: 64.18-1-37

14 CRESCENT LANE LANDS N/F MATTHEW & CAITLIN CARROLL INSTR. #2019-00013767 SBL: 64.18-1-24

21 VILLA DRIVE LANDS N/F LEIGHTON & JOSEPHINE SANGUINETTI B. 616, P. 264 SBL: 64.18-1-70

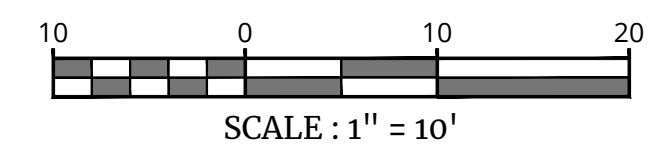
Table with 4 columns: REV, DATE, DRAWN BY, DESCRIPTION. The table is mostly empty with some minor entries.

ACQUISITION MAP FOR VILLA DRIVE CULVERT PIPE REPLACEMENT SECTION 64.18 BLOCK 1 LOT 69 TOWN OF ORANGETOWN ROCKLAND COUNTY STATE OF NEW YORK

MONTVALE 50 Chestnut Ridge Road, Suite 101 Montvale, NJ 07645 Phone: 845.352.0411 COLLIER'S ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING.

Table with 4 columns: SCALE, DATE, DRAWN BY, CHECKED BY. Values include AS SHOWN, FEB. 2023, SF, NMG.

SHEET TITLE: TEMPORARY EASEMENT #1 SHEET NUMBER: 1 of 1



DRAINAGE EASEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2023 the (“Effective Date”), by and between Ezio Bucci and Renee Bucci, residing at 19 Villa Drive, Nanuet, New York, 10954, such property further identified as Tax Lot 64.18/1/69 hereinafter referred to as the “Grantor,” and the **TOWN OF ORANGETOWN**, a body politic and corporate of the State of New York, having its office at 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the “Grantee.”

WITNESSETH THAT, the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration as herein specifically set forth, has given, granted and conveyed and by these presents does give, grant and convey unto the Grantee, it successors and assigns forever, the right, privilege, authority and easement to operate, maintain, reconstruct, remove and replace a drainage culvert, pipet, manhole and appurtenances as necessary, hereinafter collectively referred to as the “Facilities”; Facilities having been installed or to be installed in, on, over and across certain lands owned by the Grantor, specifically over tax lot owned by the Grantor identified as Tax Lot 64.18/1/69, situate, lying and being in the Town of Orangetown, County of Rockland, State of New York, as shown on the attached construction plans labeled “Villa Drive Culvert Replacement” over tax lots identified as Section 64.18 Block 1, Lots 17, 24, 69 & 70 (the “Easement Area”);

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This easement is granted, subject to the following terms and conditions:

1. This easement shall be strictly limited to the purpose or purposes set forth in the recital paragraph above. Any work performed on the Grantor’s property by, or on behalf of, the Grantee shall be without cost and expense to the Grantor and shall be performed so as not in any way to interfere otherwise with the use of the lands by the Grantor, except as agreed and specified by this Indenture.

2. The Grantee will, at its sole cost and expense, repair any damage caused to the Grantor’s property by the existence or maintenance of the Grantee’s Facilities or by any work or operations performed by the Grantee in connection therewith.

3. Installation of the Facilities described herein have been heretofore approved by the Grantor and shall be maintained by the Grantee in such a manner so as not to cause pollution of any existing stream or reservoir on the Grantor’s property or pollution of any present or future water storage facility on the Grantor’s property or to restrict the flow of water in any watercourse.

4. The Grantor agrees to permit the Grantee to enter upon the adjacent lands owned by the Grantor, in the immediate area of the Facilities, for the purpose of maintenance of the Facilities described herein, provided, except in emergency situations, Grantor is notified at

least forty-eight (48) hours in advance of such work by in person notification or by electronic mail or such other form as the parties agree may be acceptable and Grantor gives approval therefore, and provided further that such work is performed in a manner so as not to interfere with the use of the lands by the Grantor. In the event of an emergency, the Grantee may enter upon the lands for the purpose of making emergency repairs, upon giving notice to the Grantor. Such notice may be by telephone, electronic mail, or fax, but shall be confirmed, in writing by the Grantee within forty-eight (48) hours.

5.(a) When the Grantee is operating upon the lands which are the subject matter of this easement, the Grantor shall have the privilege of assuaging an inspector or inspectors to the job. The inspector or inspectors so assigned by the Grantor shall have full authority to prevent hazard to any facilities of the Grantor. If the operations of the Grantee are placing or about to place the facilities or property of the Grantor in jeopardy of damage, the duly authorized representative of the Grantor shall have full authority to require the Grantee, in writing, to cease all operations forthwith, pending resolution of the situation which places the Grantor's property or facilities in jeopardy, due regard however being given to the welfare, health and safety of the general public at large.

(b) The presence of the inspector or inspectors of the Grantor shall not relieve the Grantee of liability as herein set forth.

6. The Grantee, its successors and assigns, covenants and agrees with the Grantor, its successors and assigns, that no permanent buildings or structures other than those authorized herein shall be erected on, in or above the said lands by either party.

7. The Grantor assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of any public or governmental body which may limit, affect, or regulate or prohibit the use of the said lands by the Grantee for the purposes aforesaid, and the Grantee shall at its sole cost and expense comply with any and all rules, regulations, ordinances or laws affecting the use of the said lands by the Grantee.

8. The Easement herein granted shall be subject to any and all restrictions, of record, and subject to any and all easements, leases, rights, privileges, licenses or grants heretofore given by the Grantor, or otherwise created, which now exist and which affect the said lands described herein.

9. This Easement shall take effect as of the Effective Date.

10. In addition to the other covenants and conditions contained in this Easement Grant, the Grantee agrees that it will restore the land of the Grantor as near as its former condition, at its sole cost and expense, whenever work is performed by the Grantee on the Facilities. Where damage has been done to lawns and/or grassed areas, the affected area shall be plowed, disked, raked, fertilized, seeded and mulched to produce a satisfactory stand of grass. After the area has been seeded, the Grantee shall take measures to prevent trespassing thereon.

11. The Grantor reserves to itself and its successors and assigns the right to use surface of the land for any maintenance or construction work or any other purpose, provided

such use does not interfere with the use and/or maintenance of this Easement and/or Grantee's Facilities.

12. It is understood and agreed by the parties hereto that the Facilities should in no way benefit, or become, the property of the Grantor and as such, the Grantor should not be subject to any assessment for benefits or any charge whatsoever by reason of the installation of the Facilities. If there shall be an assessment for benefits or charge against the Grantor as a result of the installation of the Facilities, the Grantor notify the Grantee thereof and the Grantee hereby agrees, and is hereby authorized by the Grantor, to contest such an assessment with a view towards having same rescinded or reversed. In the event such assessment is not rescinded or reversed, the Grantee, upon written demand of the Grantor, shall assume the liability for payment of such assessment.

13. Subject to paragraphs 2 and 3 above, the Grantee shall not be liable for any damages done by the Grantee or by any of their employees, agents and/or contractors to any property of the Grantor (except fences across said right-of-way and easement) situated within, upon, over, under and across said right-of-way and easement; it being the intention of the parties hereto that the consideration herein set forth shall include all damages, present and prospective, which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said facilities, in accordance with the rights and privileges herein granted to the Grantee, but subject to the limitations and reservations herein expressly contained. The rights and privileges herein granted the Grantee may be assignable, in whole or in part, by the Grantee and their successors and/or assigns, and shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Grant to be signed by their duly authorized representatives as of the day and year first above written but effective as of the Effective Date.

GRANTOR:

GRANTEE:
TOWN OF ORANGETOWN

Ezio Bucci

By: Teresa M. Kenny
Town Supervisor

Renee Bucci

SANITARY SEWER EASEMENT
TO THE TOWN OF ORANGETOWN
SCHEDULE A

TEMPORARY EASEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2023 the (“Effective Date”), by and between Ezio Bucci and Renee Bucci, residing at 19 Villa Drive, Nanuet, New York, 10954, such property further identified as Tax Lot 64.18/1/69 hereinafter referred to as the “Grantor,” and the **TOWN OF ORANGETOWN**, a body politic and corporate of the State of New York, having its office at 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the “Grantee.”

WITNESSETH THAT, the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration as herein specifically set forth, has given, granted and conveyed and by these presents does give, grant and convey unto the Grantee, it successors and assigns the TEMPORARY right, privilege, authority and easement to for construction, grading, and installation of a drainage culvert, pipet, manhole and appurtenances as necessary, hereinafter collectively referred to as the “Facilities”; Facilities be installed in, on, over and across certain lands owned by the Grantor, specifically over tax lot owned by the Grantor identified as Tax Lot 64.18/1/69, situate, lying and being in the Town of Orangetown, County of Rockland, State of New York, as shown on the attached construction plans labeled “Villa Drive Culvert Replacement” over tax lots identified as Section 64.18 Block 1, Lots 17, 24, 69 & 70 (the “Easement Area”);

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns until December 31, 2023, at which time, this Temporary Easement shall be considered terminated, forfeited and extinguished with no further filings necessary to evidence same..

This temporary easement is granted, subject to the following terms and conditions:

1. This easement shall be strictly limited to the purpose or purposes set forth in the recital paragraph above. Any work performed on the Grantor’s property by, or on behalf of, the Grantee shall be without cost and expense to the Grantor and shall be performed so as not in any way to interfere otherwise with the use of the lands by the Grantor, except as agreed and specified by this Indenture.
2. The Grantee will, at its sole cost and expense, repair any damage caused to the Grantor’s property by the existence or maintenance of the Grantee’s Facilities or by any work or operations performed by the Grantee in connection therewith.
3. Installation of the Facilities described herein have been heretofore approved by the Grantor and shall be maintained by the Grantee in such a manner so as not to cause pollution of any existing stream or reservoir on the Grantor’s property or pollution of any present or future water storage facility on the Grantor’s property or to restrict the flow of water in any watercourse.

4. The Easement herein granted shall be subject to any and all restrictions, of record, and subject to any and all easements, leases, rights, privileges, licenses or grants heretofore given by the Grantor, or otherwise created, which now exist and which affect the said lands described herein.

5. **This Temporary Easement shall take effect as of the Effective Date. This easement is temporary and for the purposes of installing the facilities described herein. This easement shall expire and be of no further force and effect at the completion of the work, and whether or not said work is completed. Notwithstanding the foregoing, this Temporary Easement is hereby terminated and extinguished as of December 31, 2023.**

6. In addition to the other covenants and conditions contained in this Easement Grant, the Grantee agrees that it will restore the land of the Grantor as near as its former condition, at its sole cost and expense, whenever work is performed by the Grantee on the Facilities. Where damage has been done to lawns and/or grassed areas, the affected area shall be plowed, disked, raked, fertilized, seeded and mulched to produce a satisfactory stand of grass. After the area has been seeded, the Grantee shall take measures to prevent trespassing thereon.

7. Subject to paragraphs 2 and 3 above, the Grantee shall not be liable for any damages done by the Grantee or by any of their employees, agents and/or contractors to any property of the Grantor (except fences across said right-of-way and easement) situated within, upon, over, under and across said temporary easement; it being the intention of the parties hereto that the consideration herein set forth shall include all damages, present and prospective, which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said facilities, in accordance with the rights and privileges herein granted to the Grantee, but subject to the limitations and reservations herein expressly contained. The rights and privileges herein granted the Grantee may be assignable, in whole or in part, by the Grantee and their successors and/or assigns, and shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Grant to be signed by their duly authorized representatives as of the day and year first above written but effective as of the Effective Date, and **shall terminate and is considered extinguished on December 31, 2023.**

GRANTOR:

GRANTEE:

TOWN OF ORANGETOWN

Ezio Bucci

By: Teresa M. Kenny
Town Supervisor

Renee Bucci

TEMPORARY EASEMENT
SCHEDULE A

June 5, 2023

Teresa Kenny, Town Supervisor
Town of Orangetown Town Hall
26 W. Orangeburg Road
Orangeburg, New York 10962

Re: Consent to Assignment / Blue Hill & Broadacres

Dear Teresa:

To follow up on our recent conversation, please be advised that Applied Golf, LLC (the "Company") intends to sell its golf facility management and consulting assets (the "Contemplated Transaction") to Troon Golf, L.L.C., a Delaware limited liability company and recognized leader in the golf and club management industry ("Buyer"). In connection with the Contemplated Transaction, Seller has agreed to assign, and Buyer has agreed to assume that certain License Agreement by and between Applied Golf – Blue Hill, LLC and Applied Golf – Broadacres, LLC on one hand, and the Town of Orangetown (the "Town") on the other hand, dated as of January 1, 2021 and attached hereto as Exhibit A (the "Agreement") from and after the closing of the Contemplated Transaction (such date, "Effective Date").

Accordingly, the Company hereby requests that you consent to: (a) the assignment and transfer of the Agreement from the Company to Buyer in connection with the Contemplated Transaction; and (b) the assignment and transfer of all of the rights, benefits and obligations of the Company under the Agreement to Buyer, in each case, as of the Effective Date.

In furtherance of the foregoing, and notwithstanding anything to the contrary in the Agreement, by signing below you acknowledge and agree that: (a) the Agreement is in full force and effect and constitutes a legal, valid and binding obligation enforceable against the undersigned in accordance with its terms; (b) a true, correct and complete copy of the Agreement is attached hereto as Exhibit A; (c) the undersigned, after giving effect to this letter agreement, is not aware of any default or circumstances that could reasonably give rise to a default under the Agreement; (d) the undersigned irrevocably waives any rights it may have, and any default under the Agreement, as a result of the Contemplated Transaction; and (e) from and after the Effective Date, the services to be performed or provided by the Company under the Agreement shall be performed or provided by Buyer.

Please note that the Contemplated Transaction has not been publicly announced. The information contained in or provided with this letter agreement is strictly confidential and should be treated as confidential and proprietary information of the Company and Buyer, and is subject to the confidentiality provisions, if any, set forth in the Agreement.

Although the Company and Buyer currently believe that the Contemplated Transaction will be completed, if for any reason the closing of the Contemplated Transaction does not occur, this consent will have no force or effect.

Please sign and e-mail this consent to assignment at your convenience to my attention at davew@appliedgolf.com. If you have any questions or need additional information, as always, please do not hesitate to contact me at (732) 501-8440.

* * * * *

Sincerely,

APPLIED GOLF, LLC

By: 
Name: David Wasenda, Owner and President

Acknowledged and Agreed:

TOWN OF ORANGETOWN

By: _____
Name: _____

By execution hereof, the Buyer, Troon Golf, L.L.C., a Delaware limited liability company, hereby consents and agrees to this Consent and to the assignments, amendments and transfers described above, and in consideration for such assignments, amendments and transfers and the execution of this Consent by the Company and Town, the Buyer hereby assumes all of the rights, benefits and obligations of the Company under the Agreement, effective as of the Effective Date, contingent upon the closing of the Contemplated Transaction, including, without limitation, the obligation of the Company to perform and provide all the services and other terms, conditions and covenants to be performed or provided by the Company under the Agreement in accordance with the terms of the Agreement.

BUYER:

TROON GOLF, L.L.C.,
a Delaware limited liability company

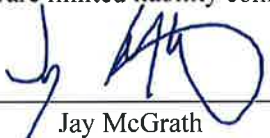
By: 
Name: Jay McGrath
Title: Chief Legal Officer
Date: 6/9/2023

EXHIBIT A

[See Attached]

2021-2026

OFFICE OF THE TOWN ATTORNEY
TOWN OF ORANGETOWN
TOWN HALL
26 ORANGEBURG ROAD
ORANGEBURG, NY 10962



ROBERT V. MAGRINO
TOWN ATTORNEY

TELEPHONE
(845) 359-5100
FAX
(845) 359-2715

November 17, 2021

Mr. David Wasenda
Applied Golf – Blue Hill, LLC
Applied Golf – Broadacres, LLC
400 Rike Dr.
Millstone Township, NJ 08535

Re: Fully executed original License Agreement between Applied Golf–Blue Hill, LLC and Applied Golf–Broadacres, LLC, for Management, Operation and Maintenance of Blue Hill Golf Course & Restaurant, and Broadacres Golf Course

Hi Dave,

Kindly find enclosed one fully executed original of the above-referenced License Agreement, dated as of January 1, 2021, for your records.

Enjoy the off-season (if there is one)!

Cordially,

DENNIS D. MICHAELS
Deputy Town Attorney

Enc.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of the 1st day of January, 2021, between the Town of Orangetown, a New York municipal corporation with principal offices at Town Hall, 26 W. Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as “Town” or “Orangetown”); and Applied Golf – Blue Hill, LLC (“AG-Blue Hill”), and Applied Golf – Broadacres, LLC (“AG-Broadacres”), both being New York (domestic) limited liability companies, with their principal offices located at 400 Rike Drive, Millstone Township, New Jersey 08535 (both together hereinafter referred to as “Licensee,” unless otherwise stated).

I. Description and Location:

The Town hereby grants to the Licensee the exclusive rights and privileges, and the Licensee hereby accepts from the Town all of the obligations and responsibilities (except as may be otherwise specifically set forth in this License Agreement), of a license, which license is summarized as follows:

- (A). For AG-Blue Hill to manage, operate and maintain, in its entirety (except as may be otherwise specifically set forth in this License Agreement), the Town’s Blue Hill Golf Course, located in Pearl River, NY (“Blue Hill”), the Blue Hill pro shop, and the Blue Hill restaurant facilities, including purveying food and beverages at the Blue Hill restaurant building known, at various and different times over many years, as “The Castle at Blue Hill,” “The Olde Castle Grille,” “The Mansion” and “The Players Club” (“Blue Hill restaurant facilities”); and all of their respective appurtenances, appurtenant areas and chattel. Licensee shall be permitted to use the Blue Hill restaurant facilities as both a restaurant and bar/pub, and as a catering room for weddings, sweet sixteens, birthday parties, graduations, first communions, bar/bat mitzvahs, wedding/baby showers, golf outings, or any large catered event; and the Licensee is further permitted to provide “on-course” food and beverage purveying during the golfing day.
- (B). For AG-Broadacres to manage, operate and maintain, in its entirety (except as may be otherwise specifically set forth in this License Agreement), the Town’s Broadacres Golf Course, located in Orangeburg, NY (“Broadacres”), the Broadacres pro shop, and beverage and snack dispensing and vending machines at Broadacres; and all of their respective appurtenances, appurtenant areas and chattel.
- (C). All of the aforesaid facilities, and their appurtenances, appurtenant areas and chattel, described in ¶1(A) and ¶1(B), are sometimes referred to herein as “Licensed Premises,” “Licensed Facilities” or “Facilities.”
- (D). Notwithstanding anything herein to the contrary, in all provisions of this License Agreement that prescribe an obligation of, or impose a duty or responsibility on, the Licensee: (i) AG-Blue Hill shall be the only Licensee with any obligation or liability with regard to Blue Hill; (ii) AG-Broadacres shall be the only Licensee with any

obligation or liability with regard to Broadacres; (iii) the Town shall not seek recourse against AG-Blue Hill for any matter whatsoever with regard to matters related to Broadacres; (iv) the Town shall not seek recourse against AG-Broadacres for any matter whatsoever with regard to matters related to Blue Hill; and (v) AG-Blue Hill and AG-Broadacres shall be considered separate and distinct entities, and neither of the Licensees shall have joint or several liability for the liabilities or obligations of the other Licensee..

- (E). The Licensee submitted a Competitive Contracting Bid Request for Proposal Package, i.e., a Proposal, to the Town, dated November 5, 2020 (“Proposal”), in response to the Town’s Request for Proposal [for the] Management, Operation and Maintenance of Blue Hill Golf Course and Broadacres Golf Course, dated October 7, 2020 (“RFP”); and the Licensee is the Licensee, as “Proposer” is described in the RFP. The RFP and the Proposal generally embody the spirit, intentions and objectives of the terms and provisions of this License Agreement; however, if a particular term or provision of the License Agreement conflicts, or is inconsistent, with the RFP or the Proposal, the terms and provisions of the License Agreement shall control and govern. If a term or provision of the License Agreement is ambiguous, vague or unclear (“ambiguous”), then the terms and provisions of the RFP shall be used for the interpretation of the ambiguous term or provision of the License Agreement; however, if a term or provision of the RFP is also ambiguous, or is also absent language, then the terms and provisions of the Proposal shall control and govern the interpretation of the ambiguous term or provision of the License Agreement. If there is more than one provision within this License Agreement that addresses the same subject matter, then the more specific provision shall trump, control or govern over the more general provision that addresses the same subject matter.
- (F). The Town’s willingness to enter into this License Agreement with Licensee is heavily, profoundly and strongly induced by AG-Blue Hill, or the Licensee’s Town-approved third-party subcontractor as per ¶6(P) of this License Agreement, currently having, or obtaining on or before May 31, 2021, a New York State Liquor Authority liquor license to purvey alcoholic beverages from, and for their consumption at, the Blue Hill restaurant facilities and “on course” (beverage cart) at Blue Hill, which liquor license shall be maintained throughout the Term. Licensee, and the Licensee’s Town-approved third-party subcontractor as per ¶6(P), shall be prohibited from purveying alcoholic beverages without a valid liquor license.
- (G). Licensee shall provide, to the Superintendent of the Town’s Department of Parks, Recreation and Buildings (“Superintendent”), the names and addresses of the Licensee’s owners, partners, Members, principals and controlling stockholders (as may be applicable to Licensee’s business entity). Any change in the controlling ownership of the Licensee shall be reported to the Town in the same manner as is presently required by the New York State Liquor Authority, and any failure to do so on the part of the Licensee shall be grounds for immediate revocation, termination

and/or cancelation of this License Agreement, after the expiration of the applicable cure period (if any).

- (H). The general financial terms and provisions of this License Agreement are outlined in ¶2 of this License Agreement, which monetary figures are per year and shall be remitted by the Town to Licensee (except for the Blue Hill restaurant License Fees, which shall be remitted by Licensee to the Town) in equal monthly installments (1/12 of the respective yearly amounts).
- (I). The below-listed words, “material,” “structural” and “routine,” shall have the respective meanings, and be defined, in this License Agreement, as follows:
- (i) “Material” shall have the meaning of, and be defined as, in the context of describing a default, breach or violation (all three words, together, sometimes referred to in this License Agreement as “violation”): an act, omission or failure of a party to this License Agreement (the “culpable party”) that deprives the other party (the “injured party”) of a substantial, essential, fundamental or vital benefit which the injured party reasonably expected, or which goes to the root of the culpable party’s duties, responsibilities or obligations; and the culpable party will not, or cannot, cure or remedy its violation, or which deprived benefit to the injured party cannot be adequately compensated by the culpable party, within a reasonable period of time.
 - (ii) “Structural” shall have the meaning of, and be defined as:
 - (a) a foundation of a building; a subfloor of a building; a load-bearing wall, column, joist, truss, beam or support system of a building; or the roof decking of a building;
 - (b) a building component the failure of which will likely result in a potential or actual hazard to persons or catastrophic damage to property;
 - (c) a drainage system; a water supply system; a sanitary sewer system; a natural or liquid propane gas supply system; or an electric supply system; or
 - (d) a vital physical component.
 - (iii) “Routine” shall have the meaning of, and be defined as, in the context of describing maintenance, a repair, a replacement, a restoration, an alteration, an installation, a reconstruction or a rebuilding (all eight words, together, sometimes referred to in this License Agreement as “maintenance and repairs”): Any, and all, maintenance and repairs that are not structural.

2. Remuneration:

(A). Financial Remuneration to the Town:

The Town shall receive all of the revenues from the operations of the Blue Hill Golf Course and the Broadacres Golf Course (both sometimes referred to as the "Golf Courses"); with the exception of merchandise sales revenue from the pro shops, and the revenues from the Blue Hill restaurant facilities and "on-course" food and beverage purveying during the golfing day.

There is an incentive/disincentive provision that shall either increase or decrease the amount to be remitted by the Town to Licensee depending on the revenues that Licensee is able to generate. The value of this incentive/disincentive is capped at 5% of the respective License Fee amounts to be paid by the Town to Licensee (see table below); any increase or decrease from the Revenue Target is split 50/50 between the Town and Licensee up to a maximum of 5% of the respective License Fee amounts to be paid by the Town to Licensee (see table below). For example, the Revenue Target at Blue Hill is \$2,475,000: if Licensee generates \$2,575,000 in revenues at Blue Hill, Licensee would exceed the Revenue Target by \$100,000; thus, the License Fee amount for Blue Hill to be paid by the Town to Licensee would be increased by \$50,000 from \$1,494,000 to \$1,544,000. The most that Licensee shall receive from the Town, as an incentive above the respective License Fee amounts, is capped at 5% of the respective License Fee, which equates to \$74,700 for Blue Hill and \$29,750 for Broadacres; and the Town shall receive, in full, any revenue above this 5% cap. Similarly, if Licensee generates less than \$2,475,000 at Blue Hill, the License Fee that the Town would pay to Licensee for Blue Hill would be reduced, as a disincentive, at a 50/50 share up to the same maximum cap of \$74,700; and if there should be a revenue amount that is below this 5% maximum cap, then the Town shall absorb the lower revenues that are below the 5% cap.

Licensee shall remit \$24,000 per year to the Town as a License Fee for the Blue Hill restaurant; and Licensee shall contribute a minimum of \$200,000, toward capital expenditures, over the five-year Term of the License Agreement.

(B). License Fees to be paid by the Town to Licensee:

	<u>for Blue Hill</u>	<u>for Broadacres</u>
Golf Course Maintenance:	\$1,054,000	\$395,000
Pro Shop Operations:	\$ 490,000	\$200,000
Discount to Town for running both courses:	<u>-\$ 50,000</u>	
Total License Fees to be paid by the Town to Licensee:	\$1,494,000	\$595,000

	<u>Blue Hill</u>	<u>Broadacres</u>
Revenue Target (per year):	\$2,475,000	\$610,000
5% of License Agreement amount:	\$ 74,700	\$ 29,750

The Incentive/Disincentive is split 50/50 between Licensee and the Town, up to 5% of the License Agreement amount, and each Golf Course is treated separately.

The License Fees shall be paid out on a "straight line" basis, i.e., payable in equal monthly installments (1/12 of the respective yearly amounts), by the 15th day of each month; and will be adjusted annually, at the end of each calendar year, based on the NY-NJ-PA Consumer Price Index (CPI) from the Federal Bureau of Labor Statistics. Licensee shall prepare a draft calculation of the incentive/disincentive calculations in January with regard to the prior year, and the Town shall review and comment within thirty (30) days, after which an invoice shall be issued.

3. Term:

- (A). The Term of this License Agreement is five (5) years, and shall commence on the 1st day of January, 2021 and continue until the 31st day of December, 2025, with an option for the Licensee to renew this License Agreement for an additional five (5) year Term at an annual License Fee as set forth in ¶3(B) below, which 5-year renewal option shall only be exercised, and become effective, with the consent of the Town, which consent shall not be unreasonably withheld; and may only be exercised by Licensee by Licensee's submission of a written request to the Town to exercise the 5-year renewal option on or before June 30, 2025. The Town shall be deemed to have **reasonably** withheld its consent to Licensee's request, intention, desire or demand to exercise the five-year renewal option, if Licensee is in material default, breach or violation (all three words, together, sometimes referred to herein as "violation") of any term or provision of the License Agreement, and Licensee has not cured such violation within thirty (30) days' written notice from the Town. The words "default," "breach" and "violation" may sometimes be referred to, together, in this License Agreement as "violation" as if all three words are stated in full. No provision of this License Agreement shall be deemed or construed so as to create an automatic renewal of the Term. The initial five-year Term of this License Agreement, and the additional 5-year renewal option, if any, shall constitute the "Term."
- (B). The additional 5-year renewal option shall be on the same License Fee terms and provisions as in the initial 5-year Term, including, but not limited to, the annual adjustment at the end of each calendar year, based on the NY-NJ-PA Consumer Price Index (CPI) from the Federal Bureau of Labor Statistics.
- (C). During the Term of this License Agreement, the performance of the Licensee shall be subject to review by the Town Board. In the event of a finding by the Town Board of a material violation by the Licensee, the Town Board shall have the right to revoke, terminate and/or cancel this License Agreement, subject to the provisions herein; and, only with respect to the Town Board's said right to revoke, terminate and/or cancel as per this ¶3(C), Licensee shall be entitled to no less than thirty (30) days' notice of any violation, with the right to cure the violation within said thirty (30) day period. Upon any such termination by the Town, the Licensee shall be entitled to receive a pro rata share of all fees payable through the effective date of such termination.

- (D). In the event that a result of losses incurred pursuant to its operations and obligations as set forth under this agreement at Town facilities, the Licensee is assessed additional costs for insurance coverage related to its obligations under this agreement for a renewal or new contract of insurance, in an amount twenty-five percent (25%) over the previous year's cost for insurance, the Licensee may terminate this Agreement. Said termination may be exercised only upon twelve (12) months' notice to the Town. The parties may mutually agree to terminate at any time within said 12 month notice period under this provision.
- (E). Regardless of the title of this Agreement as a "License Agreement," and the copious references to the "Licensee," "License," "Licensed Facilities," "Licensed Premises," etc., the parties acknowledge, understand and agree that this is a license **AT WILL OR BY SUFFERANCE**, and not a lease, and that **NO TENANCY OR LANDLORD-TENANT RELATIONSHIP EXISTS** between the Town and the Licensee.
- (F). During the Term of this License Agreement, Licensee shall have the use of, and the privilege to occupy, the entirety of the Licensed Premises in accordance with this License Agreement, and shall enjoy the exclusive right and privilege to operate the Golf Courses, pro shops, the food/beverage services and the food/beverage facilities, and to continue in possession thereof, only so long as each and every provision, term and condition set forth in this License Agreement is strictly, fully and properly complied with. In the event that the Licensee is found by the Town Board to have violated a material provision of this License Agreement, and the Town terminates this Agreement as per ¶3(C) of the License Agreement, the Town may shut-down, close-up, take possession, and/or remove Licensee from use and occupancy of, the Licensed Premises, and the Town may use "self-help" without the necessity or requirement of a Warrant of Eviction or court order or judgment, as if Licensee were a squatter.

4. Scope of Services for Pro Shops:

- (A). The Licensee shall collect all fees for golf, motorized carts, membership permits, MGA memberships and tournaments associated with the Golf Courses, as well as the Blue Hill Golf Course Seasonal Program; and shall administrate (i) the scheduling and coordination of tournaments and outings, including follow-up with customers, and (ii) work with Men's and Women's Associations, Associate Members, Corporate Members, Juniors, Seniors, and other golfer groups to enhance their enjoyment of the facilities. Licensee shall maintain an adequate staff at the pro shops to collect all golf related fees, provide starters and marshals, schedule tournaments and outings, perform administrative services, schedule tee times, sell golf merchandise, rent golf carts and other golf equipment, and to perform all other functions and services normally provided by a golf course pro shop manager.

- (B). When the Golf Courses are open for play, the hours shall be from dawn to dusk, unless closed for Christmas, rain or snow. The Licensee shall utilize a reservation system with a contracted vendor, of Licensee's own selection, that shall provide a use-friendly golf-centric system for the booking of golf "tee times;" and the Licensee shall also provide and maintain the electronic USGA (GHIN) Handicap System.
- (C). The Licensee shall display, sell, rent, and otherwise supply and sell, to the public, golfing goods, clothing, merchandise and equipment, which shall be of good quality and selection and kept to current industry standards. Use of the Town's Golf Course logos shall require written permission from the Superintendent. The planters across from the Blue Hill pro shop, and around the Blue Hill restaurant, shall be maintained with mulch by the Licensee.
- (D). The Licensee shall identify and designate the key personnel to be assigned to the pro shops, and the Town may specify which, if any, key personnel for whom substitution will not be allowed without the Town's prior written consent; and a person qualified with meaningful experience in playing golf, golf instruction, operating a golf-related business, managing employees or staff, and procuring and purveying golf-related merchandise, is required as the manager of the Blue Hill pro shop. The Licensee shall maintain customer service as a top priority, including staffing the pro shops with employees who conduct themselves in a professional manner, and who are friendly and appropriately dressed, and respectful and courteous to the golfers and general public; and Licensee shall establish, and maintain, a written customer service protocol plan. The Licensee shall comply with the provisions of §296 of the Executive Law of the State of New York.

5. Scope of Services for Golf Course Maintenance:

- (A). Licensee shall provide all supplies, materials and products for upkeep of, and maintaining, the Golf Courses, including, but not limited to, fertilizers; chemicals; topdressing sand; bunker sand replenishment; mulch; annual flowers; golf course supplies; irrigation equipment and supplies; flags; cups; poles; bunker rakes; mowing equipment for fairways, roughs and greens; directional ropes and signs; seed and sod; fuel for mowers and golf carts; golf course equipment; golf carts; office supplies; Pro Shop inventory, stock and merchandise; and all "on-course" food service tools, equipment, licenses, provisions and supplies.
- (B). Licensee shall provide all personnel and payroll functions, including hiring, retaining, training, supervising, disciplining and discharging employees; and paying wages and salaries, Workers' Compensation, Social Security, payroll taxes, benefits and all employment related compensation for all employees and staff necessary for the operation of the Golf Courses in accordance with this License Agreement. The Licensee shall maintain customer service as a top priority, including staffing the golf course maintenance crews with employees who conduct themselves in a professional manner, and who are friendly and appropriately dressed, and respectful and courteous

to the golfers and general public; and Licensee shall establish, and maintain, a written customer service protocol plan. The Licensee shall comply with the provisions of §296 of the Executive Law of the State of New York.

- (C). Licensee shall maintain the Town-provided equipment and systems, including irrigation, to the manufacturer's standards, over the Term of the License Agreement. Maintain the golf courses (mowing, seeding, sodding, irrigation, fertilizing, and pest control), buildings, and the golf course entrances (e.g., cleaning and clearing of leaves, branches and debris) on Blue Hill Road and Old Orangeburg Road, respectively.
- (D). **Greens:**
- (i). Green heights shall be maintained between 1/8" and 5/32" based on weather conditions.
 - (ii). Greens shall be verticut and top-dressed lightly as necessary.
 - (iii). A fertilizer program shall be instituted that shall not allow the turf to get excessively lean, nor produce excessive growth and puffy surface conditions; and growth shall be controlled at all times, and excessive surface moisture retention and dryness shall not be acceptable.
 - (iv). Greens shall be aerified a minimum of one time per growing season in the late summer/early fall.
 - (v). Greens shall be watered as required for healthy turf, which may involve a combination of automatic and hand-watering methods; and at no time shall the greens become waterlogged from excessive irrigation.
 - (vi). Greens shall be maintained to designed perimeter dimensions at all times, and encroachment of coarse, rough-type turf shall not be acceptable.
 - (vii). All blemishes, turf damage, excessive wear and scalped cup plugs shall be repaired on a regular and on-going basis.
 - (viii). All weed growth, grassy or broadleaf, shall be hand-picked, or otherwise removed, as they appear in the putting surface.
 - (ix). Cups shall be cut six times per week through the active growing season, and as needed to avoid excessive wear from foot traffic and ball marks during the slow growth period.
 - (x). Cup liners, pin flags and the flag poles shall be kept in "as new" condition, and immediately replaced when broken, damaged or otherwise deemed unsatisfactory by the Superintendent.
- (E). **Tees:**
- (i). Tees shall be mowed a minimum of two times per week during the active growing season, changing mowing direction, as necessary, to avoid excessive grain and puffiness.
 - (ii). Tees shall be verticut, core-aerified and top-dressed a minimum of one time per active growing season in the late summer/early fall.

- (iii). Tees shall be fertilized with appropriate types and rates of fertilizer to maintain a steady, healthy growth rate and recovery from wear and divots.
- (iv). Tees shall be irrigated so as to not become excessively dry or wet, and shall produce firm footing at all times.
- (v). All turf damage on the tees, excessive wear from golfers or maintenance equipment, and divots, shall be repaired in a timely manner, and shall be reseeded to a full turf cover as needed; and divots shall be filled-in by hand, and top-dressed as needed, on a daily basis.
- (vi). Tee surfaces and surrounds shall be maintained relatively free of weed growth, pest damage and disease, in accordance with best management practices.
- (vii). Tee box cutting shall be a minimum of two club lengths from markers; and yardage markers shall be trimmed at tee boxes and on fairways.

(F). Fairways:

- (i). Fairways shall be mowed two to three times per week during the active growing season, changing direction each day; and the height of the cut shall vary from 0.600" to 0.400" as growing and playing conditions dictate.
- (ii). Fairways shall be verticut as needed during the active growing season; and there shall be a first cut of rough on the fairways.
- (iii). All debris from aerifying and verticutting the fairways shall be cleaned up on holes on the same day of the maintenance operations performed on that hole.
- (iv). Fairway mowing outlines shall be maintained regularly to keep up the original design integrity.

(G). Rough:

- (i). Roughs, including green slopes, bunker faces and tee surrounds shall be continuously mowed during the active growing season to insure frequency of at least one complete mowing per week, and trimmed as needed, to maintain 2-3" cutting height.
- (ii). Roughs shall be aerified as required to relieve compaction and promote recovery from wear.

(H). Bunkers:

- (i). All bunkers shall be raked six times per week.
- (ii). All bunkers shall be edged and trimmed a minimum of twice per year.
- (iii). Re-sanding of bunkers shall be performed as needed, and when base material shows through finish layer.
- (iv). All bunker faces and floors shall be clean of rocks, trash, debris, branches and grass clippings.

(I). Cart Paths:

- (i). All cart paths shall be trimmed along the grass edges, and cleaned, as often as necessary to produce a neat, clean appearance at all times; and there shall be yardage markers on cart paths and irrigation heads.

- (ii). The walkway path at Blue Hill Golf Course's "Woodlands 8," down the hill, must be kept clear.

(J). Fertility and Pest Management:

- (i). Greens, tees, fairways and roughs shall be fertilized as required by soil data, growth rate, and color, in accordance with best management practices, to promote a healthy turf stand capable of recovering from wear, control weed encroachment, and to resist stress and disease damage.
- (ii). Spraying and fertilizing shall be conducted so as to not expose golfers during play hours; a period of hours, a day or days, between property management and golf course management, shall be set aside during the week to perform these applications with no golfers present, and the appropriate re-entry times shall be observed; and Best Management Practices shall be observed and performed at all times.

(K). Tree Maintenance:

- (i). All debris shall be cleared from trees.
- (ii). All random branches overhanging cart paths shall be pruned as needed to ensure survival.
- (iii). All branches interfering with play shall be pruned for clearance from tees and to greens.

(L). Ponds:

- (i). All ponds shall be maintained and kept at proper chemical levels so as to prevent excessive levels of algae, weed and overgrowth.
- (ii). All edges of ponds shall be trimmed on a weekly basis, and weed control shall be performed as needed.

(M). Irrigation System:

- (i). Irrigation repairs shall be performed as needed, with a daily visual check of the system and a thorough analysis of the computer run data from the previous night. Adjustments to the program shall be made only by trained and qualified personnel, under the direction of the Superintendent.
- (ii). Irrigation shall be conducted as needed throughout the growing season, with a view to conserve water, prevent leaching, encourage good root development, and provide firm playing conditions. Excessive dryness or turf stress shall be avoided by careful attention to watering needs. Overwatering and regular saturation of the root zone, resulting in wet or soft playing conditions and unhealthy turf grass, is not acceptable. Evaporation rates will be calculated by an on-site weather station for use in determining the amount of water to be applied.

6. Food and Beverage Service Operation and Management:

- (A). The restaurant and bar, including a more formal dining area and a more casual pub café, and a catering facility, all located at the Blue Hill Golf Course, shall prioritize, as its primary focus, service to golfers and to golf outings if desired by the outing; and may also operate as a catering facility (including off-site catering), and/or as a restaurant and bar for the general public; and the Licensee shall be required to purvey food and/or beverages via an “on-course” beverage cart: all of these facilities and services sometimes referred to herein as the “food/beverage services” and “food/beverage facilities.” The Licensee shall maintain customer service as a top priority; and shall provide restaurant and bar employees and staff who are professional, friendly, appropriately dressed, and respectful and courteous to the golfers and the general public. All employees and staff shall maintain a neat and clean appearance, exhibit good manners and public relations skills, respond to customer complaints and questions, and conduct themselves in a high standard that is acceptable to the Town. The restaurant/bar management shall also maintain a good working relationship with the Town’s designated representatives. The Licensee shall comply with the provisions of §296 of the Executive Law of the State of New York.
- (B). The Licensee shall provide the following typical daily food and beverage service breakfast, lunch and dinner menu offerings:
- (i). Hot and cold food items.
 - (ii). Hot and cold beverages, including draft, canned and bottled beer; wine by the glass and by the bottle (or carafe); coffee; teas; soft drinks; juices; and bottled water.
 - (iii). Soups.
 - (iv). Salads.
 - (v). Delicatessen (both pre-packaged and fresh fare).
 - (vi). Hot dogs, hamburgers and grilled sandwiches.
 - (vii). Snacks, including potato chips, pretzels, and cookies.
 - (viii). Tournament food and beverage service packages.
 - (ix). Small group lunch, dinner and special event menu service; indoor and/or outdoor.
 - (x). On-course food and beverage service (service carts).
- (C). AG-Blue Hill, or the Licensee’s Town-approved third-party subcontractor as per ¶6(P) of this License Agreement, shall obtain, on or before May 31, 2021, and keep in full force and effect throughout the Term, a liquor license, in compliance with the rules and regulations of the New York State Liquor Authority, that permits the purveying of beer, wine, liquor, spirits and alcoholic beverages for both on-premises at the Blue Hill restaurant facilities, and on-course (beverage cart) at Blue Hill, service and consumption; and AG-Blue Hill, or the Licensee’s Town-approved third-party subcontractor as per ¶6(P), shall obtain, on or before May 31, 2021, and keep in full force and effect throughout the Term, all other licenses, certifications and permits necessary to operate indoor and outdoor food/beverage services and the

food/beverage facilities at the Blue Hill restaurant facilities, and on-course (beverage cart) at Blue Hill. AG-Blue Hill, or the Licensee's Town-approved third-party subcontractor as per ¶6(P), shall provide all necessary staffing to prepare, and to offer, its publicized menu, and all provisions, comestibles and supplies necessary for the preparation of the menu shall be kept stocked in inventory at all times; and shall adhere to all current and applicable State and County Department of Health rules, regulations and standards.

- (D). The food/beverage facilities are equipped with some Town-owned equipment, furnishings, furniture, tools, utensils, appliances, machinery and fixtures, a listing of which is appended hereto as "APPENDIX A – Town-Owned Kitchen Equipment, Machinery, Fixtures, Appliances and Utensils" (hereinafter referred to as "Town-owned equipment"), which shall be maintained by the Licensee, and shall be repaired by the Licensee if damaged by the Licensee, and shall be replaced by the Licensee if lost, destroyed or irreparably damaged by the Licensee; provided, however, that the Town shall promptly repair or replace any Town-owned equipment that is (i) lost, destroyed or damaged by the Town, (ii) annexed to the realty or a structural component that is not lost, destroyed or damaged by the Licensee, or (iii) lost, destroyed or irreparably damaged by the Town. The Licensee shall install and maintain any additional equipment, furnishings, furniture, tools, utensils, appliances, machinery and fixtures that Licensee reasonably requires to operate the food/beverage services, but only after approval of the Town if they are to be attached to the real property or affixed to the realty, which shall become the property of the Town if they are attached to the real property or affixed to the realty. Licensee accepts, acknowledges and agrees that all Town-owned equipment has been inventoried, and is in acceptable operating condition; and all said equipment shall be kept clean, fully operational and show no signs of damage. The Licensee shall empty all grease traps located in the food/beverage facilities, and shall contract with an approved carter to remove and dispose of cooking grease in accordance with all applicable State, County and Local Laws.
- (E). The Licensee shall install, provide and maintain sufficient and proper equipment to operate the food/beverage facilities; and to clean and maintain, in a sanitary, neat and attractive condition, the entire food/beverage facilities, including the restrooms.
- (F). The Licensee shall provide adequate staffing at the food/beverage facilities, who shall be recruited with Orangetown residents being given a preference in hiring. The Licensee shall provide a sufficient number of staff and employees to serve the golfers and general public promptly and efficiently; and all staff and employees shall be clad in neat, slightly and clean uniforms. The Licensee's officers, owners, principals, managers, staff and employees shall not use, nor occupy, any portion of the Licensed Facilities as a dwelling or residence; and no animals shall be kept or harbored at the Licensed Facilities.

- (G). The Town reserves the right to restrict the placement of beverage and snack dispensing or vending machines on the Golf Courses. The Licensee shall, during the hours of operation (see ¶6[H]), supply, and have available for sale, food and beverages, both non-alcoholic and alcoholic beverages, of high quality at prevailing prices, and in sufficient quantities to meet the demands of the general public and those persons enjoying and using the Golf Courses. Beverage and snack dispensing or vending machines are the primary means, and may be the exclusive means (at the option of Licensee), of purveyance at Broadacres Golf Course. The Licensee shall submit to the Town the Licensee's basic menu (exclusive of daily specials) with pricing, which basic menu shall be printed, framed and displayed in a place and manner reasonably designated by the Town.
- (H). The Licensee shall have the exclusive right to sell food and beverages, and operate food and beverage concessions, within the boundaries of the Golf Courses. The Licensee shall be required to furnish any and all additional facilities to provide food and beverage services on the Golf Courses outside of the main food/beverage facilities; and shall be required to purvey food and/or beverages via an "on-course" beverage cart on the Blue Hill Golf Course. All food/beverage services shall be conducted within the food/beverage facilities, or upon the porches and/or patios appurtenant thereto, or via "on-course" beverage carts; and no purveying shall be conducted in any other areas, unless consented to, in advance, by the Town, which consent shall not be unreasonably withheld.
- (I). Subject to COVID-19 related restrictions and weather permitting, and as economically feasible as approved by the Town (not to be unreasonably withheld, conditioned or delayed), the Licensee may operate the Blue Hill food/beverage facilities for twelve months during each and every year of the Term of the License Agreement; however, the food/beverage facilities shall remain open seven (7) days a week while the Blue Hill Golf Course is open, from March 1 through November 30, beginning at least one-half (½) hour prior to the opening of the Golf Course each morning, and shall remain open until no earlier than one-half (½) hour after the Golf Course closes each evening; and the Licensee may, at its option, operate the food/beverage facilities (opening and closing times) at earlier and later times of day, up to the limits established under its New York State Liquor Authority License. For the balance of the year, the Blue Hill food/beverage facilities may be open, or closed, at the discretion of the Licensee. The Licensee agrees to operate the food/beverage facilities for the accommodation of the general public, and to keep same open during such seasons, for such hours of the day, and in such manner, as the Town shall reasonably prescribe; but, at minimum, shall provide the food/beverage services to golfers, tournament groups, outings and visitors of the Blue Hill Golf Course during all Golf Course operating hours.
- (J). On weekends and holidays, no non-golf catering or functions, that involve twenty-one (21) or more patrons, are to commence prior to 12:00 noon (other than for necessary

preparations), but any such event or function scheduled to commence prior to 2:00 PM, that involve twenty-one (21) or more patrons, must utilize valet parking; which includes, but is not limited to, weddings, sweet sixteens, birthday parties, graduations, first communions, bar/bat mitzvahs, wedding/baby showers, golf outings, or any large catered event. The valet parking lot shall be "Lot C."

- (K). The area at the Blue Hill food/beverage facilities that is currently identified as The Olde Castle Grille will cater primarily to golfers; however, it will be open to the general public, but not for catering except when the Golf Course is closed. The more formal dining area at the Blue Hill food/beverage facilities that is currently identified as The Mansion at Blue Hill may be used for public dining or for private parties, separately or in conjunction with the area currently identified as The Olde Castle Grille. The second floor area at The Mansion at Blue Hill may be used for office space and/or light storage; and, since it is not anticipated this area will be used as restaurant space or public meeting space, at this time, any change in use must be approved by the Town prior to conversion.
- (L). Any additions, renovations or alterations to the food/beverage facilities must be approved, in advance, by the Town; and, if approved by the Town, such additions, renovations or alterations shall be at the sole cost and expense of the Licensee; which Town approval shall not be unreasonably withheld, conditioned or delayed.
- (M). Licensee shall not purchase any large equipment or trade fixtures, nor commence any work in connection with changing the color scheme, decorations and/or motif of the Licensed Facilities, prior to obtaining the consent of the Town, which consent shall not be unreasonably withheld.
- (N). It shall be the Licensee's sole responsibility and obligation to provide all necessary equipment, fixtures, materials, supplies, tools, utensils, machinery, appliances and services to operate the food/beverage services; however, without detracting from the foregoing, Licensee may enjoy the use of the Town-owned equipment. Prior to the installation of any fixtures, machinery, appliances or equipment that are to be attached to the real property or affixed to the realty, which shall become the property of the Town if they are attached to the real property or affixed to the realty, the Licensee shall provide the description of fixtures, machinery, appliances or equipment to be installed; and, upon receipt of written approval from the Town, which shall not be unreasonably withheld, the installation work may proceed.
- (O). Licensee shall not have the right, authority or power to sell, mortgage, assign, parcel or sub-contract out this License Agreement, or any interest therein, to any other person, company or business entity ("third party"), nor shall the Licensee have any right, power or authority to allow or permit a third party to have any interest in, or use or occupy any part of, the Licensed Premises for any purpose whatsoever. Notwithstanding the foregoing, Licensee may finance equipment that it uses to perform the services

hereunder and that is owned by Licensee, enter into a sub-contract with a third-party to operate the food/beverage services, and to manage the food/beverage facilities, with a third-party that has been approved by the Town Board, which approval shall not be unreasonably denied; and all defaults, breaches or violations (all three words, together, sometimes referred to herein as "violations") of any provision of this License Agreement, by any such third-party, shall be attributable, ascribable and imputed to the Licensee (in addition to the third-party).

7. Maintenance, Repairs and Upkeep:

- (A). Licensee shall maintain and repair the cooling and heating systems, and their mechanical equipment, including, but not limited to, the HVAC unit(s) and the wall and window air conditioning unit(s), if any, in the Licensed Facilities to the reasonable satisfaction of the Town; provided, however, that the Town shall be responsible for all structural maintenance, repairs and replacements, and the replacement of all non-structural aspects of the cooling and heating systems and related mechanical equipment, except to the extent that any such maintenance, repairs or replacements are necessitated due to the Licensee's negligence, carelessness, recklessness, intentional act or omission, or the Licensee's failure to fulfill an obligation, duty or responsibility of the Licensee under this License Agreement (hereinafter said negligence, carelessness, recklessness, etc., referred to together as the "Licensee's fault").
- (B). The Licensee shall clean and maintain the Licensed Facilities in a sanitary, neat and attractive condition; and the Town may conduct scheduled on-site reviews of the maintenance, upkeep and operations of the Golf Courses, the pro shops, the food/beverage services, and the food/beverage facilities; and meetings may be scheduled with the Licensee to review same.
- (C). Licensee shall remove and dispose of litter, trash and refuse upon the Licensed Facilities, and store same in containers properly screened from view from the grounds adjacent to the Licensed Facilities, so that the Licensed Facilities shall, at all times, be in a clean, neat, attractive, orderly and sightly condition. Licensee shall broom sweep the porches, walkways and all entrance ways at the Licensed Facilities, and keep same in a clean, neat, attractive, orderly, unobstructed, safe and sightly condition. All refuse, garbage, waste and litter, of all kinds, shall be properly stored before disposal, as aforesaid.
- (D). Licensee shall empty all grease traps located in the Blue Hill food/beverage facilities, and shall remove and dispose of cooking grease from all grease dumpsters, and in accordance with all applicable State, County and Local Laws.
- (E). Licensee shall recycle all paper, plastic, metals and glass, and shall contract with a private hauler for this purpose.

- (F). The Town shall use due diligence in the removal of snow and ice from the Golf Courses' motor vehicular roads, parking lots and driveways, except for on-course roads and paths, so as to permit access to the Licensed Facilities. Licensee shall be responsible to remove all snow and ice from all sidewalks, walkways, entranceways and porches appurtenant to the Licensed Facilities, and to apply as necessary, salt and/or sand to all said areas.
- (G). The Licensee, upon the expiration, revocation or termination of the License Agreement, or upon Licensee's surrendering or vacating of possession/occupancy, shall return the Licensed Facilities, and all of the Town-owned equipment, in the same or better condition as when Licensee first entered into occupancy, except for normal and ordinary wear and tear and any renovations or alterations made to the Licensed Facilities with the Town's approval. If any alterations, renovations, decorations, additions or improvements (hereinafter all together referred to as "alterations") of the Licensed Premises are desired by Licensee, Licensee shall first submit plans and specifications to the Town for the Town's review and approval, and no alterations shall be made, nor any such work commenced, without the Licensee first obtaining the Town's written approval and consent, which consent shall not be unreasonably withheld; and the following provisions shall be applicable to alterations by the Licensee:
- (i). Any alterations shall be made at the sole cost and expense of Licensee, and shall become the property of, and owned by, the Town immediately upon their installation or annexation to the Licensed Premises, unless the same are moveable trade fixtures, or leased equipment, that were not installed or annexed in replacement of any Town-owned equipment.
 - (ii). The Licensee shall not permit any liens to be filed or recorded against the Licensed Premises for any labor or materials furnished to the Licensee, or performed at the Licensed Premises, in connection with any work, construction, alterations, renovations or improvements performed by, or at the direction of, the Licensee. Licensee covenants and agrees that if, because of any act or omission (or alleged act or omission) of Licensee, any mechanic's or other lien, charge or order for the payment of money or other encumbrance, shall be filed or recorded against the Town, Licensee shall, at its sole cost and expense, cause the same to be satisfied or discharged of record or bonded within thirty (30) days after notice to Licensee of the filing or recording thereof.
 - (iii). The Licensee shall not make any changes or additions to the utility services and systems, such as water, electricity, oil heat, natural gas and associated plumbing and wiring, nor changes in present fixtures or equipment, including kitchen fixtures and equipment, nor will Licensee install any type of electrical motor or electrical heating device in and upon the Licensed Premises, without prior written consent of the Town, which consent shall not be unreasonably withheld.

- (iv). Licensee shall not change the decorations of the Licensed Facilities, either as to color or type of materials, without prior written consent of the Town, which consent shall not be unreasonably withheld.
 - (v). Licensee shall, before making any alterations, at Licensee's sole cost and expense, obtain all permits, approvals, licenses and certificates required by any governmental or administrative agency.
 - (vi). Licensee shall carry, and shall cause Licensee's contractors and subcontractors to carry, such Workers' Compensation, general liability, personal and property damage insurance, as the Town, State, County and/or Local Law may require.
 - (vii). Licensee shall obtain and deliver to the Town written and unconditional waivers of mechanic's liens regarding the real property at which the Licensed Premises are located for all work, labor and services to be performed, and materials to be furnished, in connection with any work, construction, renovations or alterations performed at the Licensed Premises, signed by all contractors, material men, suppliers and laborers who are involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against any real property of which the Licensed Premises forms a part, for any such work claimed to have been done or materials furnished to Licensee, the same shall be discharged by Licensee within ten (10) days thereafter, by payment or by Licensee, at his expense, filing a bond as may be permitted by law.
- (H). Licensee agrees and acknowledges that Licensee was given ample and full opportunity to inspect the Licensed Facilities, and agrees and acknowledges that all buildings, structures, land, improvements and appurtenances of the Licensed Facilities, and all Town-owned equipment, are licensed by Licensee, and accepts all of same in an "AS IS" condition without warranty or representation by the Town, express or implied. Licensee further agrees and acknowledges that the Town hereby expressly disclaims any and all warranties, whether express or implied, with respect to the Licensed Facilities, including all buildings, structures, land, improvements and appurtenances of the Licensed Facilities, and all Town-owned equipment, including, without limitation, any warranty of habitability, warranty of merchantability, or warranty of fitness for a particular use or purpose. Other than routine maintenance, replacements and repairs that shall be performed by Licensee, as "routine" is defined in ¶1(I) of this License Agreement, the Town shall perform all structural repairs, and all maintenance to, and the replacement of broken equipment and appurtenances that comprise, structural components of the Licensed Facilities, as "structural" is defined in ¶1(I); and the Town shall repair, maintain and replace all Town-owned equipment that is not being used, operated or utilized by Licensee.
- (I). Contractual preventative maintenance and service agreements for the heating and cooling (HVAC) system(s) and mechanical equipment, and the fire, burglar and smoke alarm system, for the Licensed Facilities, shall be procured and kept current by the Licensee with contractors reasonably acceptable to the Town.

- (J).** The Licensee shall furnish all labor, services, materials, supplies and equipment necessary to maintain, in a clean, orderly, attractive, sightly, sanitary and inviting condition, including fumigating, disinfecting and deodorizing as necessary, reasonably satisfactory to the Town, all Licensed Facilities and their appurtenant areas. Additionally, the Licensee shall adhere to the following maintenance schedule for the Blue Hill restaurant facilities:
- (i).** Repaint interior ceilings and walls, lounge arca, rcstaurant, dining arcas, kitchen area, hallways and stairways.
 - (ii).** Wipe down, clean and seal all woodwork annually.
 - (iii).** Commercially clean all carpet areas and window coverings annually.
 - (iv).** Keep and maintain all carpeting in an inviting, attractive, sightly and clean condition, and good state of repair.
- (K).** The Licensee shall be solely responsible for all routine maintenance and repairs of the Golf Courses' properties and buildings, and all structures and improvements thereon, including, but not limited to routine course maintenance and repairs; and the Town shall be solely responsible for all replacement of worn-out properties and buildings, and all structures and improvements thereon, that are deemed "structural" as defined in License Agreement ¶1(I)(ii). The Licensee shall deliver the Golf Course properties, buildings, structures, appurtenances and improvements to the Town, upon expiration or termination of the License Agreement, in at least as good condition as they were delivered at the commencement of the License Agreement, except for normal and ordinary wear and tear and for matters for which the Town is responsible to repair or replace.
- (L).** The Licensee shall clean and maintain, in a sanitary, neat and attractive condition, the entirety of the Licensed Premises, including, but not limited to, all restrooms, locker rooms, pro shops, cart barns, maintenance buildings, starter shacks and food/beverage facilities.
- (M).** The Licensee agrees to remove and dispose of all litter, garbage, waste and refuse from the Golf Courses; and all litter, garbage, waste and refuse shall be stored in containers properly screened from view from the grounds adjacent to the Golf Courses, so that the said grounds surrounding the Golf Courses, including the food/beverage facilities, pro shops, locker rooms and maintenance buildings, shall, at all times, be in a clean, sanitary, neat, attractive and orderly condition. The Licensee shall broom sweep the porches, walkways and all entryways to the food/beverage facilities, pro shops, locker rooms and maintenance buildings, and keep same in a clean, sanitary, neat, attractive and orderly condition. All refuse, garbage, waste and litter, of all kinds, shall be properly stored in appropriate containers before disposal.
- (N).** Upon the expiration, revocation or termination of the License Agreement, or upon the Licensee's surrendering or vacating of possession/occupancy, the Licensee shall

return, surrender and relinquish the Licensed Premises and the Licensed Facilities, and all the Town-owned equipment, to the Town in the same or better condition as when the Licensee first entered into occupancy/possession, except for normal and ordinary wear and tear, and except for any renovations or alterations made with the Town's approval.

- (O). All fixtures and all paneling, partitions, railings and like installations, installed or affixed in the Licensed Facilities at any time, either by Licensee or the Town, shall, upon installation, become the property of, and owned by, the Town, and shall remain installed or affixed and be surrendered by Licensee upon the expiration of the Term or other termination of this License Agreement. Nothing in this paragraph shall be construed to give the Town title to, or to prevent Licensee's removal of, moveable trade fixtures and leased equipment that are not Town-owned equipment (or Town-approved replacements thereof), but, upon removal of any such moveable items from the Licensed Facilities, or, upon removal of other installations or fixtures as may be permitted or required by the Town, Licensee shall immediately, at Licensee's sole cost and expense, repair and restore the Licensed Facilities to the condition existing prior to installation, and repair any damage to the Licensed Facilities caused or created by such removal. All installations, fixtures or chattel permitted, or required, to be removed by Licensee, at the termination, revocation or expiration of the Term, remaining in the Licensed Facilities, after Licensee's vacating of the Licensed Facilities, shall be deemed abandoned and may, at the Town's election, either be retained and kept as Town-owned property, or may be removed from the Licensed Facilities, and/or disposed of by the Town, at Licensee's sole cost and expense.
- (P). Licensee is responsible for insuring all Town-owned equipment, and the Golf Course tools, machinery and equipment, all of which is listed in "Appendix A" hereto, for Special Peril Causes of Loss at a full replacement cost value of \$831,000; and Licensee is also responsible for insuring their own equipment and personal property used to manage, operate and maintain the Licensed Premises to fulfill Licensee's obligations under this License Agreement, and any Town approved Improvements & Betterments installed at Licensee's expense. Town is responsible for insuring the Licensed Facilities for Special Perils Causes of Loss at full replacement cost, or in the amounts as Town shall determine are necessary, or as Town's mortgagee shall require. Town and Licensee each waive all rights of recovery against the other party, including their agents, officers, directors and employees, for any losses covered by the insurance maintained, or required to be maintained, under this License Agreement, and for any losses which fall within such insurance policy deductibles.
- (Q). Except as permitted under applicable law, Licensee shall not use, or permit the storage of, any illuminating oils, lubricating oils or other oils, oil lamps, turpentine, benzine, naphtha or other similar flammable substances or explosives of any kind, or any substance or materials prohibited in the standard policies of fire, casualty or hazard insurance companies in the State of New York. The Licensee shall not permit any

persons to do anything at the Licensed Premises, or bring anything into or upon the Licensed Premises, or permit anything to be brought into or upon the Licensed Premises or to be kept therein, which will, in any way, increase the rate of fire, casualty or hazard insurance on the Licensed Premises, nor use the Licensed Premises or any part thereof, nor suffer or permit its use for any business activity or purpose which would cause or result in an increase in the rate of fire, casualty or hazard insurance on the Licensed Premises, and the Licensee agrees to pay, on demand by the Town, any such insurance premium increase.

- (R). Licensee agrees that, during normal business hours, unimpeded access will be given to representatives of the Town, the County and/or State Departments of Health, and any other Town, Federal, State or County officials having jurisdiction for inspection purposes. Licensee further agrees that, if notified by Town, or its representatives, in writing, that any part of the Licensed Premises, or the facilities thereof, is unsatisfactory pursuant to the terms of this License Agreement, Licensee will remedy the same within a reasonable length of time. The Licensee agrees that the Town, and the Town's officers, officials or agents and other Town representatives, shall have the right to enter into and upon the Licensed Premises, or any part thereof, at all reasonable hours for the purpose of inspecting or examining the same.
- (S). In furtherance of ¶7(H), except for the Town's responsibility for, and obligation to, perform structural repairs and maintenance, Licensee accepts the Licensed Premises and Licensed Facilities, and all of their appurtenances, chattel and contents, in their "AS IS" physical condition as of the date of this License Agreement.
- (T). The Town has an agreement with Suez Water New York (f/k/a United Water) for eleven (11) million gallons of water per year, free of charge, at Blue Hill Golf Course: any water consumption above this agreement shall be at the sole cost and expense of the Licensee. The water supply at Broadacres Golf Course is a well-fed system. The Licensee shall pay, and be responsible for paying, for all utilities, such as natural gas, heating oil, electricity and water (except for the said free 11 million gallons per year).
- (U). Blue Hill Golf Course is adjacent to Lake Tappan, which is a public water supply reservoir; and surface water runoff and stormwater discharge into Lake Tappan is monitored by Suez Water New York (f/k/a United Water) and government agencies; and Licensee shall be responsible for controlling and managing drainage on, and from, the Licensed Premises; and the discharge of chemicals into the Lake Tappan in accordance with all governmental agencies exercising jurisdiction.
- (V). The Town currently leases, from Club Car, a fleet of 108 gas-powered golf carts, and 3 gas-powered player assistant golf carts, at Blue Hill Golf Course, which lease will expire December 31, 2022; and the Town currently leases, from E-Z-GO, a fleet of 36 gas-powered golf carts, at Broadacres Golf Course, which lease will expire December 31, 2022: the Town shall renew these leases, or procure different leases or rental

agreements from other vendors, for the same, equivalent or better/greater quantity and quality of the said current carts. Licensee shall clean the carts upon the return of the carts by the players. All golf carts at Blue Hill Golf Course shall be stored indoors overnight and when the Golf Course is closed; and Licensee shall clean the carts upon the return of the carts by the players.

- (W). The obligations, duties and responsibilities (hereinafter together referred to as "obligation") of the Licensee to pay and remit the remuneration to the Town prescribed in ¶2(A) of this License Agreement, and the obligation of the Town to pay and remit the remuneration to the Licensee prescribed in ¶2(B) of this License Agreement, and each said party's obligation to perform and comply with all of the other provisions, covenants, promises and agreements hereunder on their respective parts to be performed or complied with, shall be excused if such party, despite its commercially reasonable efforts, is prevented, hindered or delayed from doing so by reason of any matter outside of its reasonable control, including, without limitation, a natural disaster, governmental preemption in connection with war, insurrection or a national or regional emergency, or in connection with any rule, law, statute, code, order or regulation of any municipal department of any governmental or administrative agency, or by reason of conditions of supply and demand which have been, or are, affected by war, insurrection or other national or regional emergency.
- (X). No diminution or abatement of the annual License Fee, or other compensation or reimbursement to Licensee, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, restorations, alterations or improvements to the Licensed Premises, or to its appliances, machinery, appliances, equipment or fixtures, nor for any space taken to comply with any law, statute, rule, regulation, code, ordinance or order of a governmental or municipal agency, department or authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished or supplied by the Town to the Licensee, it is agreed that there shall be no diminution or abatement of the annual License Fee, or any other compensation or reimbursement to Licensee, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations, restorations, construction or repairs desirable, or necessary, to be made, or to inability or difficulty in securing materials, supplies or labor for the maintenance of such "service," or to some other cause, not constituting gross negligence on the part of the Town. No such interruption or curtailment of any such "service" shall be deemed to be a breach, violation or default of this License Agreement by the Town. The Town shall not be required to furnish or supply, and the Licensee shall not be entitled to receive, any of such "services" during any period wherein the Licensee shall be in default, violation or breach in respect to the payment of any portion of the annual License Fee. Neither shall there be any abatement or diminution of the annual License Fee because of making of repairs, restorations, alterations, construction improvements or decorations to the Licensed Premises after the date above fixed for

the commencement of the Term, it being understood that the annual License Fee shall, in any event, commence to run at such date so above fixed.

8. Insurance; and Defense, Indemnification and Hold Harmless:

- (A). The Licensee shall not enter into or upon, or take possession or occupancy of, the Licensed Premises, until it has obtained all insurance policies and endorsements required under this the License Agreement, and until such policies of insurance have been approved by the Town, which are set forth below:
- (i) The Licensee shall procure and maintain Workers' Compensation insurance for its entire staff and employees, in coverage amounts, and containing such endorsements, in compliance with New York State laws, rules and regulations.
 - (ii) The Licensee shall procure and maintain general liability insurance, and automobile and truck insurance, as shall protect the Licensee, and the Licensed Premises, from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Licensee's activities, performance or operations under, or the carrying out, execution or conducting of, the License Agreement, or any lack or failure thereof. The coverage amounts of such insurance shall be as follows: general liability insurance in a general aggregate amount of not less than five million dollars (\$5,000,000), and not less than five million dollars (\$5,000,000) on account of any single occurrence; and automobile and truck insurance in the same amounts as required under the general liability insurance coverage. The total amounts of insurance coverages may be increased by the Town, if reasonably deemed to be in the best interest of the Town.
- (B). Neither the Town, nor any of its officers, officials, employees or agents, shall, in any manner, be answerable, liable or responsible for any loss or damage that may happen to the Licensed Premises, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, during the activities, performance or operations under, or the carrying out, execution or conducting of, the License Agreement, or any lack or failure thereof; except as set forth herein, and except for any loss or damage caused by, or a consequence of, the Town's negligence, carelessness, recklessness, intentional act or omission, or the Town's failure to fulfill an obligation, duty or responsibility of the Town under this License Agreement (hereinafter said negligence, carelessness, recklessness, etc., referred to together as the "Town's fault"). Neither the Town, nor any of its officers, officials, employees or agents, shall be in any manner answerable, liable or responsible for any injury or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether staff or employees of the Licensee or otherwise, or for damages to any property, whether belonging to the Licensee or others, occurring during, or resulting from, the activities, performance or operations under, or the carrying out, execution or conducting of, the License Agreement, or any lack or failure thereof; except as set forth herein, and except as a result of the Town's fault (as defined in ¶8[B] herein).

- (C). The Licensee shall maintain Worker's Compensation insurance, general liability insurance, and automobile and truck insurance, in the amounts hereinbefore stated for the protection of the Licensee and the Town, and shall furnish duplicates of the insurance policies to the Town, stamped, or stated herein, by the insurer that the policy premiums have been paid; and the policies shall be written by an insurance company, or companies, approved by the Town, which approval shall not be unreasonably withheld. The Licensee shall furnish the Town with satisfactory proof of coverage of the required insurance policies, which shall have the following statement endorsed thereon: "No cancellation of or change in the policy shall become effective until after thirty (30) days advance written notice to the Town Attorney, Town of Orangetown, 26 W. Orangeburg Road, Orangeburg, NY 10962".
- (D). All insurance carriers issuing insurance policies to Licensee, which policies are required to be procured by Licensee under this License Agreement, must be rated "investment grade," in other words, a rating of BBB- or higher by Standard & Poor's or by Fitch Ratings, or a rating of Baa3 or higher by Moody's. If any such insurance carrier is, or becomes, not investment grade, and written notification is given by the Town to the Licensee of said deficient rating (i.e., not investment grade), then the Licensee shall promptly procure a replacement or new policy from an insurance carrier that is rated investment grade, and submit the same to the Town for approval with certificate(s) thereof as hereinabove provided. Upon the failure of the Licensee to procure a new or replacement insurance policy from an insurance carrier that is rated investment grade, within thirty (30) days after written notice to cure is given to the Licensee, the Town may cancel, revoke or terminate the License Agreement, at the election of the Town. Failure of the Licensee to procure and/or maintain any required insurance policies shall not relieve the Licensee from any responsibility or liability under the License Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Licensee concerning defense and indemnification. All required insurance policies must be in full force and effect, and continued so, during the Term of the License Agreement.
- (E). The glass of all windows at the Licensed Facilities shall not be deemed structural, and, at the option of the Town, the Town may replace, at the sole cost and expense of Licensee, any and all broken window glass at the Licensed Premises that was not caused by, or a consequence of, the Town's fault (as defined in ¶8[B] herein). Licensee shall insure, and keep insured, all window glass at the Licensed Premises for, and in the name, of the Town. Any damage or loss to window glass, caused by the Licensee's fault, or the fault of the Licensee's agents, contractors, sub-contractors, vendors, customers, patrons, guests or invitees, shall be repaired, restored or replaced as speedily as possible by the Licensee; and any damage or loss to window glass, caused by the Town's fault (as defined in ¶8[B] herein), or the fault of the Town's agents, contractors, sub-contractors, vendors, customers, patrons, guests or invitees, shall be repaired, restored or replaced as speedily as possible by the Town.

- (F). The Licensee, in addition to the policies of insurance procured and maintained pursuant to this License Agreement, agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Licensee's performance, operation, carrying-out, execution or conducting of the Licensee's obligations, responsibilities or duties set forth in this License Agreement, whether by violation of statute, law, ordinance, regulation, order or decree, or common law liability (except as a result of the Town's fault as defined in ¶8[B] herein); and the Licensee agrees to reimburse the Town for the Town's costs, expenses and reasonable attorney's fees incurred defending any such action, suit or claim, or, at the option of the Town, the Licensee shall, at the Licensee's cost and expense, defend any and all such actions, suits or claims.

9. Violations, Breaches and Defaults:

- (A). Should Licensee, or any of its owners, partners, Members, principals, or controlling stockholders, be convicted of a felony crime, the Town may terminate, revoke and/or cancel this License Agreement by notice, in writing, immediately effective on mailing, as though it were the time provided for the expiration of the Term hereof.
- (B). Should the Town, in the discretion of the Town Board, determine that Licensee is not performing or operating under, or carrying out, executing or conducting, the License Agreement in compliance with the License Agreement, the Town Board shall give the Licensee thirty (30) days' notice to cure, in writing, specifying in what manner the Licensee is not operating, carrying-out or performing, and/or the problems or conditions to be cured or corrected, which notice shall be delivered and/or sent to the Licensee, either via hand-delivery at (by any practical means), or via overnight mail, to the Licensee's principal place of business (set forth in the first paragraph of this License Agreement) and to the Licensed Premises. In the event that the Licensee's deficiency, inadequacy, lack of and/or failure in operating, carrying-out or performing under the License Agreement, and/or the problems or conditions, are/is not corrected or cured within said thirty (30) day cure period, the Town Board may adopt a Resolution to revoke, terminate and/or cancel the License Agreement. In the event said Resolution is adopted by the Town Board, a certified copy of the Resolution shall be delivered and/or sent to the Licensee via the said means of delivery described in this subparagraph, and the License Agreement shall thereupon be revoked, cancelled and terminated, without further notice, as though it were the time provided for the expiration of the Term hereof.
- (C). In the event that this License Agreement is revoked, cancelled and/or terminated as aforesaid, the Town may offer to purchase from Licensee, and Licensee shall consider any offer made by the Town, to purchase any property rightfully owned by the Licensee at the Licensed Premises; and any undisputed indebtedness owed by the Licensee to the Town shall be credited in favor of the Town toward the Town's

purchase, if any, of the Licensee's property. If the Town does not agree to purchase the Licensee's property, then the Licensee may remove such property from the Premises, subject to any Temporary Restraining Order (TRO), Restraining Notice, Preliminary Injunction, Injunction, Order of Seizure or Writ of Replevin issued by a court of competent jurisdiction. All License Fees owed by the Town to the Licensee, at the time of said revocation, termination or cancellation, shall be remitted by the Town to the Licensee, after deducting therefrom any undisputed indebtedness owed by the Licensee to the Town.

- (D). Anything hereinabove to the contrary notwithstanding, in the event that Licensee violates any Federal, County, State or Local law, statute, code, rule, regulation or ordinance affecting the License Agreement or the Licensed Premises, in regard to any and all matters, the Town may, in writing, notify (in the manner described in ¶9[B] herein) Licensee to remedy, cure, correct, clear-up or repair such violation, and, in the event the Licensee fails to cure, repair, correct, remedy, clear-up or comply, or has not diligently commenced compliance, with same, within thirty (30) days after the Town's said delivery or sending of said notice, the Town may enter the Licensed Premises and correct, repair, remedy, clear-up or cure the violative conditions, and the Licensee shall repay and reimburse the Town for all sums expended therefor.
- (E). If the Licensed Premises shall be abandoned, deserted or vacated; or if Licensee defaults in its payment or remittance of the remuneration to the Town prescribed in ¶2(A) of this License Agreement; or if, without the consent of the Town, the Licensee shall sell, assign, or mortgage this License Agreement; or if Licensee defaults, violates or breaches any of the covenants, provisions or terms of this License Agreement, on the part of the Licensee to be kept, complied with, followed, adhered to and/or performed; or if the Licensee shall violate any Federal, State, County or Local laws, statutes, ordinances, rules, orders, codes, regulations or requirements applicable to the Licensed Premises; or if the Licensee shall file, or there is filed against the Licensee, a petition in bankruptcy or receivership arrangement; or Licensee is adjudicated a bankrupt or makes an assignment for the benefit of creditors or takes advantage of any insolvency act; then the Town may terminate, revoke and/or cancel this License Agreement and the Term hereof, on giving to the Licensee thirty (30) days' notice to cure (as per ¶9[B] herein) of the Town's intention so to do, and setting forth in such notice the nature of the default, violation or breach (all three words, together, sometimes referred to herein as "violation") and the opportunity for the Licensee to cure the violation within such thirty (30) day period. If the Licensee cures the violation, as set forth in the notice within such thirty (30) day period, then this License Agreement shall remain in full force and effect.
- (F). The failure of the Town or the Licensee to insist upon strict performance of any of the terms, provisions agreements, conditions or covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the Town or Licensee may have, and shall not be deemed a waiver of any subsequent breach, violation or default in the

terms, provisions, agreements, conditions and covenants herein contained. This License Agreement may not be changed, modified, revised, cancelled or terminated orally.

10. Notices:

Where provision is made herein for notice to be given in writing, unless otherwise prescribed herein, the same shall be delivered and/or sent to the Licensee, either via hand-delivery at (by any practical means), or via overnight mail, to the Licensee's principal place of business (set forth in the first paragraph of this License Agreement) and to the Licensed Premises; and shall delivered and/or sent to the Town via the same manner at, or to, Town Hall at the address set forth in the first paragraph of this License Agreement.

11. Surrender:

Licensee, at the expiration of the Term, or sooner termination, revocation or cancellation, of this License Agreement, shall quit and surrender possession and occupancy of the Licensed Premises, and all property thereon belonging to, or owned by, the Town, in as good condition as when Licensee entered into occupancy and possession of the Licensed Premises, reasonable wear and tear excepted.

12. Signs:

The Licensee, at all locations used or occupied by the Licensee for the purpose of providing, performing, operating, carrying-out, executing and conducting the services and activities contemplated under this License Agreement, shall erect suitable signs, approved by the Town, informing the public of the nature of the services and activities provided at each such location, with the name of the Licensee displayed thereon; and the Town shall not unreasonably withhold approval of such signs. The Licensee shall place no sign or advertisement upon any property of the Town, including golf carts, except signs and advertisements that have first been approved, in writing, by the Town, which approval shall not be unreasonably withheld; and the Town shall have the right, after thirty (30) days' notice, in writing, to the Licensee, to remove, at the sole cost and expense of the Licensee, any sign or advertisement that may have been erected without the Town's prior approval. The Licensee shall have the right to install or erect such off-premises signs as the Licensee deems necessary, subject to the approval of the Town, and provided same are in conformity with all applicable laws; and the Town shall not unreasonably withhold approval of such signs.

13. Ordinances, Laws and Regulations:

The Licensee shall not permit or allow illegal gambling, betting or wagering, nor bawdy, vulgar or lewd conduct or activities, at the Licensed Premises by its officers, owners, principals, Members, controlling stockholders, staff or employees; and shall not permit or allow hawking, peddling or any other noises or disturbances designed to attract attention or to solicit trade, and shall abide by the Code of the Town, the Charter of the County of Rockland and the laws, statutes, rules and regulations of the State of New York and of the United States, and the rules and regulations promulgated by the Town.

14. Miscellaneous Provisions:

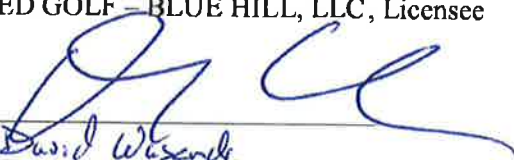
- (A). Licensee shall abide by, and comply with, all reasonable rules and regulations that the Town may, from time to time, issue or adopt for the care, protection, general welfare, health, safety and comfort of the occupants and patrons of, and visitors to, the Licensed Premises.
- (B). The failure of the Town to insist upon the strict performance of any of the provisions, terms, promises, conditions and covenants of this License Agreement shall not be deemed a waiver of any rights, privileges or remedies that the Town may have, and shall not be deemed a waiver of any subsequent breach, violation or default of any such provisions, terms, promises, conditions or covenants.
- (C). If any term, provision, covenant, promise or condition of this License Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this License Agreement shall be valid and remain in full force and effect.
- (D). Four months prior to the expiration of the Term of this License Agreement, Licensee shall provide a list of supplies and inventory, and all Licensee-procured chattel, to the Superintendent; and the Town reserves the right to purchase said items at fair market value by notifying Licensee in writing no later than sixty (60) days after receipt of said list. All equipment, machinery, appliances, accoutrements, appurtenances and fixtures, attached or affixed to the Licensed Premises, shall become the property of the Town automatically upon such attachment or affixation of such items.
- (E). The Town shall not operate, or permit or allow the operation of, any other food and/or beverage service, restaurant, pub, tavern or food truck at the Licensed Premises, other than Licensee.
- (F). Subject to rules and regulations of the Town, the Town grants to the Licensee the right and privilege of using the existing parking area north of the main restaurant building at Blue Hill Golf Course for patrons of the Licensee, in conjunction with the use of said parking facilities by persons using the Blue Hill Golf Course.
- (G). Licensee shall have a "right of first refusal" to sponsor Golf Course Town "score cards" and Town "tee-marker" signs, and other Golf Course related Town sponsorship materials, which sponsorships shall require the sponsor to reimburse the Town for all costs and expenses required to procure the sponsorship materials. Licensee shall notify the Superintendent of the Licensee's election to so sponsor, within one week of the Town sending notice to the Licensee of the availability of a sponsorship. If Licensee does not so notify the Superintendent, within said one week period, then the Town may offer the sponsorship to any other third party.

- (H).** The Licensee shall be legally considered an independent contractor and neither it, nor its staff or employees, shall, under any circumstances, be considered employees, servants or agents of the Town.
- (I).** This License Agreement shall be governed by, and construed in accordance with, the laws of the State of New York; and the venue for any court action, suit or legal proceeding shall be the NYS Supreme Court, County of Rockland, or the U.S. District Court for the Southern District of New York.
- (J).** This License Agreement contains the complete and entire agreement made between the Town and the Licensee, and may not be modified, changed or revised orally, or in any other manner other than by an agreement, in writing, signed by the Town and the Licensee.
- (K).** Licensee agrees to comply with all Federal, State, County and Local Laws, rules and regulations, and orders of the Town, affecting the Licensed Premises in regard to all matters.
- (L).** The Licensee shall be required to adhere to, and comply with, NYS Labor Law, Article 9, §230 (i.e., prevailing wages).

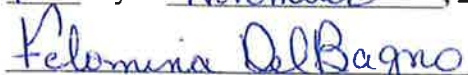
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their authorized officers and have caused their corporate or business entity seals to be affixed hereto.

APPLIED GOLF – BLUE HILL, LLC, Licensee

By:


David Wisenick
Managing Member


Sworn to before me this
10th day of November, 2021


Felomina DelBagno
Notary Public


FELOMINA DELBAGNO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES
11/22/2023

APPLIED GOLF – BROADACRES, LLC, Licensee

By:


David Wisenick
Managing Member


Sworn to before me this
10th day of November, 2021


Felomina DelBagno
Notary Public

FELOMINA DELBAGNO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES
11/22/2023

TOWN OF ORANGETOWN

By:


Teresa M. Kenny, Supervisor

Sworn to before me this
16th day of November, 2021


Allison B. Kardon
Notary Public

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

APPENDIX A

TOWN-OWNED KITCHEN EQUIPMENT, MACHINERY, FIXTURES, APPLIANCES AND UTENSILS

<u>QUANTITY</u>	<u>ITEM CODE</u>	<u>DESCRIPTION</u>
1	2HP Low System	2 HP low temp indoor condensing unit with matching evaporator for walk in box with controls, drier sight glass, temp control, time clock
1	1R	1 door stainless front upright refrigerator, with casters, 110 volt single phase, aluminum interior, with epoxy coated shelves
1	1F	1 door self contained upright freezer, stainless steel front, aluminum interior, on casters with epoxy coated shelves
1	HF-4G-LP-BS	Triumph hot food table, LP Gas, 62.375" long, 4 12" x 20" food wells with 3 setting controls on each, pilot indicator opening, stainless steel top, 8" x 1" thick poly cutting board, stainless steel cabinet base with open bottom shelf on operators side, 14,000 BTUs gas
1	TSS-1-P	18" x 18" single compartment stainless steel prep sink, NSF approved, overall size 21 1/2" x 21" x 45" high, with basket strainer
1	14-812	Royal Encore, 8" center faucets with 8" spouts
1	CPT67	67 1/4" x 35 1/2" pizza prep table, 19" poly work board, 2 doors self contained with refrigerated backbar, 5" swivel casters, stainless steel front, New NSF 7 approval
2	DBO12X48	12" x 48" double overshef, side mount to table
2	GRA-36	36" standard watt, 575 heat lamp, 12 volt
1	SW72	72" worktop refrigerator, self contained unit with 3 doors, stainless steel top
1	HSF	Stainless steel handsink, complete with strainer basket and faucet, wall mount with bracket, NSF approved
1	TSA-3-D1	3 compartment sink with double drainboards, NSF approved, overall size to be 90" x 24"

<u>QUANTITY</u>	<u>ITEM CODE</u>	<u>DESCRIPTION</u>
1	M60XR	Master series boiler, deck type, gas, ceramic radiant deck, with upper finishing oven, standard oven base with piezo start ignition, 1 ¼" front manifold gas line, stainless steel with black sides, 120,000 BTUs
2	SLG-40 LP	40 lb. heavy duty floor model fryer, with easy clean double burners, high efficiency machines, 90,000 BTUs, stainless steel tank
1	S-6-26 NAT	6 burner range with full size oven, stainless steel exterior, with stainless steel backguard and shelf, 22,000 BTU open burners, center pilot light, 30,000 BTU even heat oven burner, porcelainized interior with one oven rack, 150° to 500° oven thermostat, with pressure regulator, medium level ranges
1	436D	Range 36", with 6 33,000 BTU burners, 27" deep standard oven base, stainless front, sides and backsplash with shelf top of the line extra heavy duty with 45,000 BTU oven
1	BS-RX	Infra red salamander to go over US Range 36" wide, heavy duty gas, 30,000 BTUs medium level
1	ERB18	18" radiant style charbroiler – counter model - gas
1	BCO-G2	Cyclone convection oven, full size, double deck unit, 60 minute timer, 2 speed fan, S/S independent doors with double thermopane, S/S front, top and sides
1	GRILLS	36" Thermoteck counter grill, manual gas controls
1	IHPMedTempPack	1 HP indoor condensing unit package with matching evaporator, controls, sight glass, drier, temp controls, etc.
2	EQS-3036	30" x 36" equipment stand, stainless top with galvanized undershelf for above grill either one
1	SW48-8	48" lowboy refrigerator salad prep table with 8 pans and the rest flat counter top, with 2 doors, self contained refrigerator

<u>QUANTITY</u>	<u>ITEM CODE</u>	<u>DESCRIPTION</u>
1	SINKS	Specialty hand wash sink, narrower than normal, with faucet and bracket
1	AOR36	36" check holder with marbles
3	AOR24	24" check holders with marbles

Blue Hill Golf Course

Item Description	Purchase Date	Condition	Model #	Serial #	Plate #
Sears Work Benches x2	1978	Fair			
Steel Shelves x6	1976	Good			
Rockwell Bench Grinder	1976	Fair			
Ford 4400 Tractor (Bucket)	1972	Fair	4400	C3L3011	D 40240
Bench Vise - Morgan		Good	145		
Jacobsen Rogers Seeder- PTO	1970	Fair	548		
Trailer	1969	Poor			
Acetylene B Tank	1980	Poor			
Oxy- Acetylene Tanks	1980	Poor			
Rogers Hyd. Crane 1/2 Ton	1978	Good	HP-1/2	786-18832	
Western Workbench	1979	Good	19931		
Se-Cu All 2x4 Cabinet Paint	1990	Good			
Salsco Blower 8 HP	1988	Good	22-01	195422-40	
Goosen Sweeper	1996	Good	TV02	240	
Tufco Metermatic	1996	Good	6968696	85423	
Jaconsen GK4 Greensmower	1996	Good	GKIV 7848	62266 2001	
Toro Ozmac System 6 Cont.	1995	Excellent	OZ-MAC		
BT Pallet Jack	1995	Good			
Karcher Pressure Washer	1998	Excellent	600 Ci	35858	
Lely HR PTO Spreader	1998	Excellent	HR	10311-2519	
Air Comp Professional	1998	Excellent	VT619502AJ	L12-1-97-02632	
Astro 2 1/2 Ton Floop Jack	1998	Excellent	AM 250 CX	870152	

License Agreement
for Management, Operation and Maintenance
of Blue Hill Golf Course and Broadacres Golf Course
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Safety Fuel Cabinet 43x18x65	1998	Excellent	Arrow Star	VB66042
Ford Tractor 3415	1997	Excellent	AX413A	OX22682
Booket New Holland	2001	Excellent	16LA	4L352004
Bradco Hoe	2001	Excellent	609	S-8609x-23563
New Holland Tractor	2001	Excellent	TC40S	G507602
Foley Rotary Blade Grinder	2000	Excellent	377	99K377-0598
Toro Workman	2000	Excellent	7301	200002401
John Deere Trap Rake	2000	Excellent	1200A	TC1200A100917
Arc Welder Miller Thunderbolt 225	2000	Excellent		
John Deere Aercore 1500	1999	Excellent	1500	MO1500X02526
Blec Seeder		Good	US2483	96
John Deere Bunker Rake 1200	2004	Excellent	1200A	TC1200A140521
Folley Accupro Bedknifer Grinder	2004	Excellent	6700902	40867001371

Jackson Tee Mower	2004	Excellent	68589	6228903237
Jacobesen Mowing Unit	2004	Excellent	68688	6858900003823
Jacobesen Mowing Unit	2004	Excellent	68688	6858900005575
Jacobesen Mowing Unit	2004	Excellent	68688	6858900005576
GM3100	2004	Excellent	GM3100	230001564
Units	2004			240001851
Units	2004			240000468
Units	2004			240000492
Toro Workman	2002	Excellent	7212	220000336
Buffalo Turbine	2002	Excellent	KB	7717
Toro Greens Mower 3100	2002	Excellent	3100	4356
York Rake	2001	New	RW	9880
3 Units Jake 22 Eclipse	2011	New		
Club Car Gold Cary	2011	Refurbished		PRO707-727103
Jake 322 Eclipse Diesel Hybrid	2011	New	62805	6280502128
Jake 322 Eclipse Diesel Hybrid	2011	New	62805	6280502134
Air Compressor Ingersol Rand	2011	New	555	BO55406
Therrien 3 Point Hitch Blower	2010	New	TSI	TSI-451
Toro MDX Workman	2010	New	07273 MDX	310000568
Kubota Tractor M6040	2010	New	M6040	21024
Agri-Metal 772 VA020M	2009	New	31798	STF00003304
Jacobsen LF 3400 Fairway Mower	2009	New	67971	6797101786
Toro Workman 3200 Truckster	2008	New	320	280000121
			WGT007361	

Wellder Thunderbold	2007	New		903642
Toro GR3150 Greensmower	2007	New	GR3150	26001695
Toro Workman 2110	2005	New	2110	240000481
Foley 652 Accu-Master Grinder	2005	New	6520910	40165201026
LF-550 2WD	2012	New	67978	6797801765
Verti-Core II Aerator	2012	New	VCII	A120210
LF 3400 Fairway Mower Jacobsen	2014	Used	LF3400	JTXU678683172 s/n
Jacobsen Tee Mower GK IV Plus	2014	New	62379	6237907677
Smithco Spray Star	2014	New	2000	200G128

Broadacres Golf Course

Mowers

Make	Model/Description	Year	Condition
Jac Greens Kind IV Plus	60 in. cut	2005	Fair

Top Dressers

Make	Model/Description	Year	Condition
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Trucksters

Make	Model/Description	Year	Condition
Toro	Workman 3200	1997	Fair
Toro	Workman 2110	2004	Fair

Sprayers

Make	Model/Description	Year	Condition
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Leaf Blower

Make	Model/Description	Year	Condition
Agri Metal	Tractor Mount Pto	1994	Fair
Buffalo Turbine	Truckster Mount	2003	Fair

Assorted Equipment

Make	Model/Description	Year	Condition
John Deere	1070 Tractor	1996	Fair
Lely	Fertilizer Spreader	1995	Fair
Smithco	Sand Trap Rake	2008	Fair
Trailer	Greens Mower Transp	2010	Fair

The purpose of this Section is to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of the Town of Orangetown due to the air pollution and fire hazards of open burning, outdoor burning and refuse burning.

LOCAL LAW NO. _____ OF 2023
TOWN OF ORANGETOWN

Be it enacted by the Town Board of the Town of Orangetown that Local Law No. 15 of 1997, Chapter 15, Article I, Section 15-10(D) entitled "Outdoor fires", is hereby repealed in its entirety and replaced as follows:

DELETING THE CURRENT SECTION 15-10 D entitled "Outdoor fires".

- ~~(1) Outdoor fires include all fires burning outdoors with the exception of fires used to cook food in approved and/or recognized grills or stoves.~~
- ~~(2) All outdoor fires are prohibited with the exemption of live burn drills conducted by the Fire Department, fires for religious purposes or for other purposes as specifically approved by the Fire Inspector. Prior approval from the Rockland County Health Department and a permit issued by the Fire Inspector are required for all outdoor fires. Any other person, firm or corporation starting, maintaining or having control over an outdoor fire is in violation of this Code.~~

AND REPLACING IT IN TOTAL AS FOLLOWS:

Section 15-10 (D): OUTDOOR BURNING, OPEN BURNING AND BURNING OF REFUSE

- 1) Definitions. As used in this Section, the following terms shall have the meanings indicated:
- A. BONFIRE: An outdoor fire utilized for ceremonial purposes.
 - B. BUILDING INSPECTOR: The Building Inspector of the Town of Orangetown and/or his designee.
 - C. BURNING: Open burning, outdoor burning, fire(s), recreational fire(s), and special event fire(s).
 - D. CLEAN WOOD: Natural, seasoned, and dry firewood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.
 - E. CODE ENFORCEMENT OFFICER: The Code Enforcement Officer(s) of the Town of Orangetown.
 - F. FIRE CHIEF: The Chief of the local Fire Department or other person authorized by the Fire Chief.
 - G. FIRE INSPECTOR: The Chief of the Bureau of Fire Prevention or any Fire Inspector of the Town of Orangetown.

- H. GARBAGE: The animal and vegetable wastes resulting from the handling, preparation, cooking, and serving of food.
- I. OPEN BURNING: The burning of materials wherein the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses.
- J. OPEN FIRE: Any open fire or outdoor smoke-producing process from air contaminants that are emitted directly into the outdoor atmosphere.
- K. OUTDOOR BURNING: Open burning or burning in a manufactured freestanding portable outdoor fireplace or manufactured fire pit.
- L. OUTDOOR FIREPLACE or FIRE PIT: A commercially designed and manufactured freestanding portable outdoor fireplace or manufactured fire pit with screens, lids, and spark arrestors having openings of not more than 5/8 inch. A permitted built in fireplace with required OBZPAE approval.
- M. POLICE CHIEF: The Chief of the Town of Orangetown Police Department or other person authorized by the Police Chief.
- N. RECREATIONAL OUTDOOR FIRE: A small outdoor fire, burning materials other than rubbish, where the fuel being burned is not contained in an incinerator, barbeque grill or barbeque pit, and is on residential property confined to a commercially designed and manufactured freestanding portable outdoor fireplace or manufactured fire pit; and has a total fuel area of THREE (3') feet or less in diameter and TWO (2') feet or less in height, for pleasure, religious, ceremonial, cooking, warmth or similar purposes; and in accordance with the requirements of §15-10 D (3)(restrictions below) of this section.
- O. REFUSE: all waste material, including but not limited to: garbage, rubbish, incinerator residue, street sweepings, dead animals and offal.
- P. RUBBISH: Solid or liquid waste materials including, but not limited to, rags, furniture, cartons, chemicals, paint, grease, sludges, oils, any petroleum products other than legitimate home heating and cooking products, construction materials including, but not limited to, sheetrock, chip board, asphalt or fiberglass shingles, or pressure treated lumber, automobile parts, tires, metal goods including, but not limited to, refrigerators, stoves and like appliances, diapers, yard grass clippings, paper and paper products, packaging materials, styrofoam, mattresses, cigarette filters, glass, plastic of any kind and furniture.
- Q. SPECIAL EVENT FIRE: A bonfire or any other open-air fire kindled to mark a public event, victory celebration or similar occurrence that does not meet the criteria of a recreational outdoor fire.

2) Prohibited burning. The following fires are prohibited in the Town of Orangetown.

- A. The burning of garbage, refuse and rubbish in any manner is prohibited.
- B. All open fire burning is prohibited in the Town of Orangetown except as set forth in Paragraph 3 herein.
- C. EXCEPTIONS: The following are exceptions from this Section 15-10(D): Live burn drills conducted by a local Fire Department, fires for religious purposes or for other

purposes specifically approved by the Town of Orangetown Fire Inspector, and those fires that require a permit as required from the Fire Inspector.

3) Permitted burning. Burning in an open fire, provided that it is not contrary to any other federal, state, county or local law ordinance, rule or regulation, will be permitted as follows:

A. Bonfires and Special Event Fires. Bonfires and special event fires shall be permitted only for a publicly sponsored celebration or event, an organization-sponsored event, or for a public or private school sponsored event.

1. An operational permit shall be obtained from the Bureau of Fire Prevention prior to igniting the fire.
2. These fires shall be subject to the filing and approval of an Outdoor Burning permit application with the Bureau of Fire Inspection at least THIRTY (30) days prior to the event.
3. Permitted special event fires shall be located not less than FIFTY (50') feet from any structure or combustible material.
4. Materials used for fuel shall consist of wood only.
5. The allowable quantity of wood to be burned shall be determined by the Chief of the Bureau of Fire Prevention or his/her designee based upon the fire safety considerations of the situation and the desired duration of the burn.
6. The duration of the bonfire or special event fire shall be approved and authorized by the Chief of the Bureau of Fire Prevention or his/her designee.
7. Materials that can be burned shall be in accordance with this section.
8. A competent adult of at least eighteen (18) years of age or older shall be designated for the safety of the special event fire area. This person must be identified as the contact person to meet with the Fire Department for any issue pertaining to the fire. Unless otherwise authorized by the Chief of the Bureau of Fire Prevention, the pile size for a bonfire or special event fire shall be TEN (10') feet or less in diameter and SIX (6') feet or less in height.
 - a. The base of the fire shall not be larger than TEN (10) feet in diameter. The fire must be enclosed by a barrier set at a distance sufficient enough to provided maximum safety and be constantly monitored by a person responsible for scene security.
9. An adequate fire suppression source must be immediately available sufficient to extinguish the fire it is threatens the safety of the event.
10. After completion of the event and/or celebration, the fire must be completely extinguished and a fire watch must be provided for a sufficient amount of time to ensure that the fire does not rekindle.
11. The Fire Chief or his/her designee is authorized in his/her discretion to order that a bonfire or special event fire be immediately extinguished in accordance with §15-10(D)(4) of this chapter.
12. A bonfire or special event fire that is hazardous, offensive, objectionable, or unreasonably interferes with the comfortable enjoyment of life or property, due to smoke or odor emissions, shall be prohibited.

13. No fire shall be ignited prior to an on-site inspection of the location where the fire is to take place and shall be subject to any and all conditions or restrictions the Bureau of Fire Prevention's Office may impose for the safety of life and property, and the local Fire Department shall be notified FORTY-EIGHT (48) hours prior to igniting any bonfire permitted by the Bureau of Fire Prevention.
 14. The Chief of the Bureau of Fire Prevention and/or his/her designee has the authority to impose such other restriction and/or safety precaution pertaining to the bonfire or special event fire and shall be complied with at all times.
- B. Outdoor cooking. Open burning will be permitted for outdoor cooking when the fire is limited to the minimal size necessary and contained in a device or cooking utensil commonly referred to as a grill, hibachi or smoker designated for outdoor cooking purposes. Fuels for outdoor cooking will be limited to charcoal or charcoal briquettes, natural gas, LP gas or wooden chips. All applicable and/or reasonable safety precautions shall be taken when using said devices or utensils. Outdoor cooking shall not be permitted on balconies, covered porches or covered patios.
- C. Recreational fires. One small recreational fire shall be permitted at single family detached dwellings only. Natural gas or LP gas outdoor fireplaces or fire pits with ceramic logs, untreated wood and unpainted wood shall be permitted, provided that such appliance conforms to all other Town codes, and when used in accordance with the manufacturer's directions. All other forms of recreational fires are prohibited.
1. A recreational fire shall not be greater than TWO (2') feet in height and THREE (3') feet in length in width and diameter, and shall be contained in an approved device.
 2. A recreational fire shall be a minimum of FIFTEEN (15') feet away from a structure (including but not limited to, for example, houses, garages, wooden, plastic and/or vinyl fences, decks, and sheds) and shall not be left unattended until fully extinguished.
 3. A recreational fire shall not be conducted within FIFTEEN (15') feet from a structure or combustible material. Conditions which could cause a fire to spread within FIFTEEN (15') feet of a structure shall be eliminated prior to ignition (as per New York State Fire Code).
 4. Competent adult supervision must be at the site while the fire is burning. Competent adult supervision is someone over eighteen (18) years of age, not impaired by drugs, alcohol or having a medical or mental condition which would impair their ability to take proper actions if required.
 5. Appropriate fire extinguishing equipment sufficient to extinguish the fire shall be present at all times and readily available.
 6. Notwithstanding the foregoing, in the event that an otherwise permitted recreational fire shall cause a nuisance or harm to a neighboring residence or occupants of said residence due to specific health issues related to said home or occupants, then the individuals charged with enforcing said provisions of this

section under Section 15-10(D)(4) shall retain the right in their discretion to limit or prohibit said fire.

4. Control of fires within the Town. The Chief of the Bureau of Fire Prevention or his/her designees may suspend the operation of open burning or recreational fires and said Official shall have the right to declare that any and all burning shall cease immediately until further notice:
 - a. if weather conditions are such that starting or the continuation of burning is a risk to life, health, safety or property within the Town, or
 - b. if smoke, ash, or smell emitting from open burning or an outdoor fireplace becomes objectionable or offensive to neighboring properties, or
 - c. if the Official determines the open burning or recreational fire constitutes a hazardous condition.
5. Enforcement. The Chief of the Bureau of Fire Prevention, the Fire Inspectors, Building Inspectors, Code Enforcement Officers and the officers of the Orangetown Police Department, are hereby vested with authority to enforce the provisions of this section.
6. Penalties for offenses. Penalties are set forth in Section 15-6.
7. Liability. A person utilizing or maintaining an outdoor fire shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.
8. Severability. If any section or specific part or provision or standard of this section or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this section or the application thereof to other person or circumstances.



Application for Showmobile Use

Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

There are two pages to this application. Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of Insurance * Piermont Chamber of Commerce (002).pdf 315.99KB

Before completing the Showmobile Request Form, please be aware of the following:

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Aric Gorton at agorton@orangetown.com.

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * Piermont Bastille Day

Event Location Name * Piermont

Event Address *

Street Address
Piermont Avenue
Address Line 2
City
Piermont
Postal / Zip Code
10968

State / Province / Region
NY
Country
US

Setup Date & Time * 7/15/2023
10:00:00 AM

Take-Down Date & Time * 7/15/2023
11:00:00 PM

Stair Arrangement *

Right side of stage
 Left side of stage
 Front of stage
 Not Sure

Set-up Info *

Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

For Speech and Music

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Daout Celestin

Organization Name * Piermont Chamber of Commerce

Organization Address * 482 Piermont Avenue

Organization City * Piermont

Organization State * NY

Phone (w) * 8456806460

Phone (c) * 9145887742

Email * sidewalkbistro@sol.com

Signature*



By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

* I accept the terms and conditions

Date 6/23/2023
10:17:22 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2023

PRODUCER

THE SULES AGENCY INC
339 N MAIN ST
NEW CITY, NY 10954

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

PIERMONT CHAMBER OF COMMERCE, INC
PO BOX 194
PIERMONT, NY 10968-0194

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company 25143

25143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	98 AA G745-0	11/24/2022	11/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	98 C3 F049-8 F	10/14/2022	10/14/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				LWC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: Town of Orangetown
Event Date: Multiple days

CERTIFICATE HOLDER

TOWN OF ORANGETOWN
26 ORANGETOWN ROAD
ORANGEBURG, NY 10962

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

JOHN F. SULES

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Town of Orangetown

DATE: July 11, 2023

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	061623	\$ 48,008.78
	062323	\$ 307,124.70 Medicare reimbursement
	071123	\$ 2,588,331.26
		\$ 2,943,464.74

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: 7/6/2023
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 7/11/2023 consists of 3 warrants for a total of \$2,943,464.74.

The first warrant had 26 vouchers for \$48,008 and was for utilities.

The second warrant had 247 vouchers for \$307,124 and was for Medicare reimbursements.

The third warrant had 148 vouchers for \$2,588,331 and had the following items of interest.

1. A&J Construction (p1) - \$54,200 for painting at Broadacres GC.
2. Applied Golf (p3) - \$136,453 for Blue Hill maintenance contract.
3. Applied Golf (p3) - \$54,343 for Broadacres maintenance contract.
4. Barclay Damon LLP (p5) - \$8,957 for outside counsel.
5. D&E Uniforms (p10) - \$13,374 for Police uniforms.
6. En-Tech Infrastructure (p16) - \$314,719 for Bight Lane drainage system pipe lining.
7. Environmental Construction (p16) - \$6,938 for escrow release.
8. Fanshawe (p17) - \$399,000 for new Town Hall electrical.
9. Fred Devens Construction (p18) - \$143,186 for Tier IV pump station repairs.
10. Global Montello (p21) - \$22,685 for fuel.
11. Joe Lombardo Plumbing and Heating (p25) - \$18,183 for new Town Hall plumbing.
12. Keane & Beane (p28) - \$44,671 for outside counsel.
13. Kuehne Chemical Co. (p29) - \$8,250 for sewer chemicals.
14. Munis (p30) - \$17,864 for Finance software.
15. Precision Electric Motorworks (p36) - \$22,865 for sewer recirculating pump.

16. S&L Plumbing and Heating (p40) - \$179,578 new Town Hall HVAC.
17. Schultz Ford (p41) - \$56,152 for electric vehicle.
18. Sport-Tech Construction (p42) - \$22,000 for Vets pickleball court renovation.
19. Tilcon (p45) - \$33,982 for Highway materials.
20. Vanas Construction (p48) - \$897,833 for new town hall GC.
21. Verde Electric (p49) - \$5,075 for traffic signal maintenance.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204