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Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF PLANNING

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Douglas J. Schuetz
Acting Commissioner

Richard M. Schiafo
Deputy Commissioner

November 21, 2023

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date:

Date Review Received: 10/05/2023

Item: LOCAL LAW TO ALLOW AGRI-TOURISM IN R-40 AND R-80 (O-2475)

A local law to allow agri-tourism in the R-80 and R-40 zoning districts. Amendments will be made to Chapter 43, Article XI (Definitions and Word Usage) to add definitions for "agricultural operations" and "agri-tourism."

Throughout the Town

Reason for Referral:

County and State roads, parks, and facilities; County streams; Long Path Hiking Trail; adjacent municipalities

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

****Recommend the following modifications***

The Rockland County Planning Department is supportive of agri-tourism as a means for sustaining agricultural operations and maintaining open space within the Town. As stated in the 2011 Rockland County Comprehensive Plan, the County must actively promote the myriad benefits gained from supporting small acreage community farms, including health benefits associated with consuming fresh, locally-grown food, economic benefits gained from buying locally grown food, social benefits gained by providing fresh, healthy food for diverse community members, and environmental benefits such as healthier soils, water and habitats. Permitting agri-tourism within the Town will allow local farms additional methods for increasing revenue, provide additional employment opportunities, and encourage consumers to visit local areas. Allowing tourism at local agricultural venues can also provide educational and recreational activities as related to agriculture and production of local goods. However, this department has specific concerns about this local law as proposed. Without sufficient regulations in place, uses related to agri-tourism can introduce additional traffic and noise to surrounding communities. This department offers the Town Board the following comments in relation to this local law.

LOCAL LAW TO ALLOW AGRI-TOURISM IN R-40 AND R-80 (O-2475)

- 1 There are several inconsistencies in the application materials submitted that have made it difficult to evaluate this proposal. The October 2, 2023 letter from the Town of Orangetown Clerk states that the Town adopted resolutions on September 26, 2023 in connection with "changing the zoning district from R-40 to permit Farm Winery/Cidery and Agritourism as a 'special permit use' in the R-80 and R-40 zoning districts on lots of 5 acres or more." This statement renders it unclear if the applicant is requesting a zone change or a zoning text amendment and must be corrected. The September 26, 2023 resolution from the Town Board states that the proposed local law will allow "Agri-tourism, Agri-tourism Entertainment, Farm Cidery/Winery" on lots of five or more acres by "special permit use" in the R-40 and R-80 Zoning districts. In contrast to this, the Verified Petition for Zoning Text Amendment, No. 10, as well as the Proposed Local Law include an amendment to the Use Regulations to allow agricultural operations and agri-tourism on the Table of General Use Regulations as uses "permitted by right" in the R-80 and R-40 zoning district. The petitioner must clarify if the proposed use will be allowed by right or by special permit in the R-80 and R-40 zoning districts, and all application materials must consistently and clearly reflect the intention of the petitioner.
- 2 The Verified Petition for Zoning Text Amendment and the proposed local law state that "agricultural operations and agri-tourism" will be inserted in the R-80 Table of General Use Regulations under Column 1 - Uses Permitted By Right. On the Table of General Use Regulations of the Orangetown zoning regulations, Column 1 lists the zoning district, while Column 2 indicates Uses Permitted by Right. The application materials must be corrected to reference Column 2.
- 3 The Rockland County Planning Department recommends that agri-tourism not be permitted within the R-80 and R-40 zoning districts "by right." The proposed definition for agri-tourism specifically includes "hayrides, food trucks, music, farm winery, farm tours, and farm festivals." These activities are highly intensive for allowing by right in low-density residential districts such as R-80 or R-40. Such activities will introduce additional noise and traffic, and can create a nuisance for neighboring residences. They should only be allowed with a closer examination of the potential impacts, neighborhood context, and proposed mitigation strategies that comes with the Special Permit or Conditional Use approval process. We also question whether a Conditional Use would be a more appropriate mechanism for allowing agri-tourism than a Special Permit. Some conditional uses in the R-80 zoning district include camps, golf courses, and museums and public art galleries. These uses relate to recreation and tourism and have similar potential impacts to agri-tourism, as opposed to the uses allowed in this district by special permit, such as agency group homes or hospitals. It is also advised that a new subsection be created in the zoning code with use-specific standards and conditions for agri-tourism. Such regulations should include, but not be limited to, landscape buffers, limits to hours of operation, and limits to noise. Approval shall also require a parking plan and traffic study.
- 4 This proposal seeks to allow additional agricultural operations and agritourism in the R-80 and R-40 zoning districts by amending the use regulations of the R-80 zoning district. The Table of General Use Regulations for the R-40 district includes a note stating "Same as R-80" under Uses Permitted by Right, Uses by Special Permit, and Conditional Uses by Planning Board thus allowing the same uses between these districts unless otherwise specified. However, the use table for the R-22 district also includes a note indicating "Same as R-80" in the aforementioned three columns. Additionally, the use tables for R-15 and RG allows the same uses by right as the R-40 district and same special permit and conditional uses as the R-22 district. Due to the cumulative design of the Town's use regulations, allowing uses in the R-80 district will also affect the other residential districts in addition to R-40, thus allowing these uses in more districts than intended by the proposed local law. The Table of Use requirements must be revisited and revised with an additional note to ensure that the proposed uses are only allowed in the R-40 and R-80 zoning districts.
- 5 The proposed parking requirement is one parking space per 400 square feet of gross floor area (GFA). Since agricultural operations and agri-tourism include many outdoor uses, it does not make sense to use GFA for determining the required number of parking spaces. It is recommended that a different metric, such as number of employees or the area of space for crop growth or animal enclosures, be used to determine the minimum parking requirement for agricultural operations; while additional parking provisions be added based on the type of agri-tourism activities onsite, such as seating capacity or number of food trucks. Alternatively, due to the varied nature of agri-tourism, a provision can be added to establish a minimum parking requirement "as determined by the Planning Board."

LOCAL LAW TO ALLOW AGRI-TOURISM IN R-40 AND R-80 (O-2475)

6 The proposed code text amendment is applicable to the entirety the R-40 and R-80 zoning districts within the Town of Orangetown. Per Resolution No. 502, the Orangetown Town Board has determined that the petition is an "Unlisted" action. The Rockland County Planning Department disagrees with this determination. According to 6 CRR-NY 617.4617.4(b)(2), Type I actions, which are actions that are presumed to be likely to have a significant adverse impact on the environment, include the adoption of changes in allowable uses within any zoning district affecting 25 or more acres of the district. The R-40 and R-80 districts both comprise well more than 25 acres in area, thus this proposal constitutes a Type I action. The correct determination on this action must be made.

7 The GML Referral Form indicates that the application is being reviewed for a site plan, special permit, and zone change. The other application materials submitted indicate that this is an application for a local law or code text amendment. The GML referral form must be corrected. If any incorrect information exists on the public hearing notice, then it must be revised and reissued.

9 The proposed definition for Agricultural Operations applies to sites of five acres or more; however, the definition for Agri-tourism does not include a minimum lot size requirement. The local law also does not propose any other bulk requirements for agri-tourism, such as floor area ratio or minimum yard depth, thus further limiting the means to protect surrounding residences from more intensive land uses. It is recommended that a minimum lot size be incorporated into the definition of agri-tourism and specific bulk regulations be adopted.

10 The Town should consider requiring that all or a portion of goods sold or served at agri-tourism sites be produced locally, either from within New York State or within a certain mile radius. This would help promote and benefit regional agricultural operations, and provide a distinction between agri-tourism establishments and standard retailers. A recommended method of achieving this would be through the New York State Grown & Certified Program. Launched in 2016, the New York State Grown & Certified program assures consumers that the food they are buying is local and produced to a higher standard by requiring participating producers to adopt food safety standards and enroll in an environmental management program. Since the program began, New York State Grown & Certified has grown and evolved to cover 20 agricultural commodities and processing industries. This voluntary program is a cooperative effort among producers, processors, wholesalers, retailers, restaurants, and the New York State Department of Agriculture and Markets to meet consumer demand for high-quality food and agricultural products. Additional information can be found at <https://certified.ny.gov/>.

11 The Town of Clarkstown and Villages of Chestnut Ridge, Grand View-on-Hudson, Nyack, and Piermont are several of the reasons this proposal was referred to this department for review. Orangetown shares a boundary with each of these municipalities. The neighboring municipalities shall be given the opportunity to review the proposed local law and provide any concerns related to the project to the Town of Orangetown.

12 The following additional comment is offered strictly as an observation and is not part of our General Municipal Law (GML) review. The Board may have already addressed this point or may disregard it without any formal vote under the GML process:

12.1 The site owned by the petitioner is directly adjacent to Sickletown Road (CR 23) and Naurausaun Brook, which are both County interests. We request the opportunity to review the required site plan and other applications pertaining to this proposal as required under General Municipal Law.


 Douglas J. Schuetz
 Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
 New York State Department of Transportation
 New York State Thruway Authority
 Palisades Interstate Park Commission
 Rockland County Department of Health
 Rockland County Division of Environmental Resources
 Rockland County Drainage Agency
 Rockland County Highway Department

LOCAL LAW TO ALLOW AGRI-TOURISM IN R-40 AND R-80 (O-2475)

Town of Clarkstown Planning Board
 Villages of Chestnut Ridge, Grand View-on-Hudson,
 Nyack, and Piermont Planning Boards
 NYS Department of Agriculture and Markets
 Bleakley Platt & Schmidt, LLP

Rockland County Planning Board Members

**NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings. The review undertaken by the County of Rockland Department of Planning is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The County of Rockland Department of Planning defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.*

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the County of Rockland Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

TOWN OF ORANGETOWN

PROPOSED LOCAL LAW # ____ - 2023

A LOCAL LAW TO AMEND CHAPTER 43 OF THE TOWN CODE ENTITLED ZONING TO PROVIDE FOR A USE BY SPECIAL PERMIT ISSUED BY THE TOWN BOARD OF AGRITOURISM, FARM WINERY AND FARM CIDERY

Be it enacted by the Town Board of the Town of Orangetown as follows: The Code of the Town of Orangetown, Chapter 43 shall be amended to incorporate revisions as described:

Section 1. Title

A Local Law to amend the General requirements for the R-80 Zoning District, and R-40 as applicable, in Chapter 43 (Zoning) of the Town Code of the Town of Orangetown.

Section 2. Legislative Intent.

The Town Board recognizes the importance of allowing for the sale of locally grown and New York produced agricultural products and as such seeks to allow this use as a legitimate zoning objective in the Town of Orangetown. The mechanism for achieving this balance is to permit a modification in the Town's use and bulk requirements in the R-80 Zone District. If an applicant meets the requirements below, the Town Board shall grant a special use permit, with reasonable conditions, allowing agricultural retail sales and cider production uses to be developed and operated on qualified sites in residential districts. The special use permit would remain in effect and run with the land until such time the use of the land changes or unless the permit was revoked for non-compliance of the conditions imposed during site plan approval.

Section 3. §11.2 (Definitions), of Article XI (Definitions and Word Usage), of Chapter 43 (Zoning), of the Code of the Town of Orangetown, is amended to the extent only of adding new definitions, which new definitions shall read as follows:

AGRI-TOURISM

As defined in Chapter 69, Article 25-AA, §301 of the New York Agriculture and Markets Law, means activities, including the production of maple sap and pure maple products made therefrom, conducted by a farmer on-farm for the enjoyment and/or education of the public, which primarily promote the sale, marketing, production, harvesting or use of the products of farms and enhance the public's understanding and awareness of farming and farm life.

FARM WINERY AND FARM CIDERY

As defined by New York State Law Chapter 3-B, Article 6 § 76-a (Farm Winery License) and Article 4-A, §58-C (Farm Cidery License) of the New York State Alcoholic Beverage Control law as may be amended a farm winery or farm cidery is characterized by the conversion of fruit

and other edible products grown on the premises or in the state of New York, into wine or cider for sale in the wholesale market and to the public for on-site or off-site consumption at a duly licensed location as authorized by permit of the New York State Liquor Authority.

FOOD TRUCK

Mobile trucks designed and maintained for the retail sales of food that is normally purchased and consumed on a to-go or on-site basis, as permitted and licensed under state and local health regulations.

AGRI-TOURISM ENTERTAINMENT

Those activities not related to the regular production of food a farm, but provided as way to entertain and educate visitors on the premises about farm life, such as music and hay rides.

Section 4. §4.3 (Special permit uses; special findings and additional requirements and conditions for certain uses), of Article IV (Additional Use Regulations), of Chapter 43 (Zoning), of the Code of the Town of Orangetown, is amended to the extent only of adding a new subsection to be enumerated §4.32.(R) and entitled “Agri-tourism,” which new §4.32.(R) shall read as follows:

4.32.(R). Agri-Tourism, Agri-tourism Entertainment, Farm Cider/Winery.

- i. Such uses, shall be permitted by special permit of the Town Board on lots of five (5) acres or more, in residential districts, as part of an otherwise permitted commercial agricultural operation, but only after due consideration of the underlying zoning district and surrounding uses. The Town Board shall be authorized to exclude uses from the list below if the Board finds that it is necessary to protect the surrounding neighborhood or the welfare of the public, and such reasons for exclusion for such use shall be documented in the resolution of approval of the special use permit. It shall be a condition of approval that the operator have obtained or shall be required to obtain the appropriate license from the State of New York to operate as a Farm Winery or Farm Cider.
 - a. Agri-tourism, as defined in Article XI;
 - b. Farm Cideries or Farm Wineries as defined in Article XI;
 - c. Agri-tourism Entertainment as defined in Article XI;
- ii. Hours of Operation. The Town Board finds that it is in the interest to control those uses that create noise or attract the general public in association with the proposed uses above, and when proposed by the applicant shall only occur within the permitted time period:
 - a) Farm Cideries/Farm Wineries, for on-site consumption; Agri-tourism Entertainment:

Thursday: 3:00 p.m. to 6:00 p.m.
Friday: 3:00 p.m. to 8:00 p.m.
Saturday: 12:00 p.m. to 8:00 p.m.
Sunday: 12:00 p.m. to 6:00 p.m.
Any Federal holiday that occurs on a Monday: 12:00 p.m. to 7:00 p.m.

b) Retail Sales

Monday to Saturday: 9:00 a.m. to 8:00 p.m.
Sunday: 9:00 a.m. to 6:00 p.m.

iii. Permitted general accessory uses. All accessory uses shall be identified and approved as part of the site plan and may include:

- a. Accessory buildings and seasonal temporary structures for the use of patrons.
- b. Storage for on-site equipment and material used as part of the business operations.

iv. Site Plan Required

Application for the special permit shall be made to the Town Board in accordance with applicable provisions of §10.5 of this chapter. A petition for a special use permit shall be in a form sufficient to enable the Town of Orangetown to evaluate the applicant's proposal and its consistency with the intent, purposes and general design standards expressed herein. The petition for a special use permit shall also be accompanied by the following:

- a. A written description of the proposed special use.
- b. A concept plan including all the items listed below:
 - (1) The disposition of various land uses and the areas covered by each, in acres, including proposed parking, temporary and permanent structures
 - (2) A sketch of any and all existing and proposed rights-of-way and easements, whether public or private
 - (3) Delineation of any residences within 200 feet of the proposed special use.
 - (4) Physical characteristics of the site, including topography, areas of slope in excess of 15%, soils, rock outcrops, streams, wetlands, lakes, ponds and floodplains and all proposed alterations of said physical characteristics.
 - (5) Estimates of peak-hour traffic generation derived from recognized traffic engineering source material or actual field counts, and its relation to surrounding development, including surrounding roads and intersections,

including methods developed for mitigating any demonstrated adverse traffic impacts.

- c. The Town Board may retain professional consultants as deemed necessary in order to review any proposed concept plans, with funding for said consultants provided by the applicant for the development through the establishment of an escrow account. The amount of said escrow shall be determined by the Town Board in consultation with the applicant.
 - d. Concurrent site plan review. An applicant may submit a detailed site plan subject to site plan review procedures for the Town of Orangetown by the Planning Board review of said plans and related documentation. Approval of a site plan may not however, occur until the special use permit has been approved by the Town Board.
 - e. If the Director of OBZPAE determines that the proposed site plan may substantially deviate from the final concept plan or layout presented to and reviewed by the Town Board as part of the issuance of a special use permit, the Director may refer matter to the Town Board, prior to any preliminary approval issued by the Planning Board, to make the ultimate determination as to whether or not the proposed site plan substantially deviates from the plan reviewed by the Town Board.
 - f. The term "substantially deviate," as used herein, shall mean that the site development plan presented to the Planning Board for preliminary approval differs in a material manner from the final concept plan reviewed by the Town Board, and upon which the Town Board approved the special use, and that that material change or deviation that may have been made to the concept plan, in the Town Board's sole judgment and discretion, is not consistent with the goals sought to be achieved by the granting of the special use permit. The decision of the Town Board that the site development plan proposed for approval by the Planning Board substantially deviates shall require a majority vote of the Town Board plus one.
 - g. A special permit issued under this section shall be authorized for a period of up to three (3) years from the date of the decision of the Town Board issuing such permit. Such time period shall be set by the Town Board. The special permit may thereafter be renewed for a period of up to an additional three (3) years by the Town Board. The applicant shall apply to the Town Board for any such renewal. There is no limit to the amount of renewals that may be granted. No additional site development plan review shall be required unless there are changes to the conditions at the property that would necessitate an amendment to the plan.
- v. Parking.
- a. Required off-street parking spaces. Accessory off-street parking spaces, open or enclosed shall be provided and subject to Planning Board review and approval. Dimensions shall be in accordance with Article VI. Off Street Parking, 6.33 - 6.35.

- b. All on-site parking shall be set back at least 50 feet from the property lines of neighboring residential lots and shall be separated from said residentially developed property by an opaque or semi-opaque barrier consisting of a wall, slatted fence, and/or evergreen planting sufficient to screen such residentially developed property in Planning Board's discretion as a part of site plan review,, provided that such barrier shall not be required where the actual setback is greater than 200 feet.
- vi. Parking Requirements:
 - a. There shall be at least one space per employee, and 1 space per 2.5 guests at permitted full capacity.
 - b. The Planning Board may permit as part of site plan approval a gravel or non-paved parking area, with exception of handicapped parking spaces which shall be paved and constructed in accordance with Article VI, Off-Street Parking.
- vii. Additional regulations.
 - a. During Special Events, a maximum of two (2) Food trucks shall be permitted on site in an area that has been designated on the site plan, and provided with appropriate hook ups, within the following prescribed time periods:
 - Saturday: 2:00 p.m. to 7:00 p.m.
 - Sunday: 2:00 p.m. to 5:00 p.m.
 - Any Federal Holiday that occurs on a Monday 2:00 p.m. to 5:00 p.m.
 - b. No gasoline powered generators shall be used by food trucks. Food trucks shall only be powered by electric plug-in.
 - c. Food provided outside the food truck shall be prepackaged food and provided for guests in accordance with the Farm Cidery/Winery License. No commercial kitchen or restaurant service shall be permitted.
 - d. Noise generated by all uses shall be in compliance with Chapter 22 Noise, of the Town Code. In any case, no live or amplified music shall be permitted. except as part of a Special Event Permit.
 - e. Fire pits shall be subject to applicable regulations and approval by the fire inspector.
 - f. The applicant shall submit a copy of the liquor license obtained for the Farm Winery or Farm Cidery business, and a copy of any reports required to demonstrate compliance with such license.
 - g. Except for what is necessary for safety and security, notwithstanding subsection 1 below, exterior lighting related to the operations shall be turned off between the hours

of 9:00 p.m. and 6:00 a.m., subject to review by the Planning Board of adequate lighting for security after hours.

- h. Notwithstanding anything to the contrary contained elsewhere in the Town Code, the following setbacks shall apply to structures authorized as part of any Special Permit issued pursuant to this section:

1) all permanent principal or accessory buildings shall be set back at least 35 feet from any lot line.

2) all outdoor dining areas, such as decks or patios shall be set back at least 35 feet from any lot line and shall be adequately screened with vegetation or other form acceptable to the Planning Board from adjoining residentially developed tax lots.

3) all temporary facilities, such as tents, dance floors, sound systems, or location of live entertainment, shall be set back at least 35 feet from lot line, and shall be adequately screened with vegetation or other form acceptable to the Planning Board from adjoining residentially developed tax lots.

- i. All on-site lighting shall be shielded from residentially developed property. Outdoor moving or flashing lighting, including but not limited to spotlights, floodlights (other than safety lighting), searchlights, or strobe lights is not permitted at any time.
- j. Seasonal decorative lighting displays shall be permitted, provided that all such seasonal decorative lighting shall be located a minimum distance of 50 feet from the property lines of all residentially developed properties, shall not contain or include any bulbs, lamps, or light sources with an individual light output in excess of the equivalent of a one-hundred-watt incandescent bulb or 1800 lumens, and shall be extinguished no later than midnight.

Capacity: Taking in consideration of the potential lot size and number of residences that could be affected by noise and traffic generated by guests and to insure that surrounding residential uses in the R-40 and R-80 districts are not unduly disturbed, the maximum capacity of guests, exclusive of other uses on site, for the Farm Cidery or Farm Winery Use authorized by this special permit in the R-40 Residential district shall be 150 and the R-80 Residential district shall be 225, provided that the applicant can demonstrate to the Planning Board that sufficient parking is available on site. In the case that multiple uses exist on site, the applicant shall provide a breakdown of such uses and maximum parking needs for each use and employees to demonstrate that sufficient parking is available on site for all uses. If seasonal uses affect the layout of the site, the applicant shall demonstrate how parking is achieved during those seasons.

viii. Special Events.

- a. Special Events for Agri-tourism or Agricultural Entertainment Uses. Subject to Town Board approval, and upon written application certain of the above-referenced regulations and restrictions may be expanded or loosened, at the discretion of the Town Board, to accommodate on-site, one-day special events. No more than 18 (eighteen) Special Event Permits per year may be issued and no more than two permits shall be permitted per calendar month. The following shall also apply to Special Event Permits:
 - i. Special event permits for Agri-tourism or agricultural entertainment may be referred by the Town Board to the Planning Board, in its discretion, for consideration of any special temporary site plan changes required with such permit(s).
 - ii. Special events may be approved by the Town Board if the applicant has provided information about the proposed dates for such event(s), duration and type of the event, and such permit applications(s) shall be subject to a public hearing.
 - iii. The Town Board may impose conditions that it deems necessary, in its discretion, in order to ensure the public health, safety and welfare of the community.
 - iv. The applicant may apply for more than one Special Permit Event Permit at the same time as part of the same application, and the Town Board shall indicate as part of its approval, if any, alternate dates that may be permitted under a Special Event Permit, without the necessity of the applicant returning to the Board. In the event a Special Permit Event is issued and the applicant seeks to re-schedule the event to a different date, the Board may amend the Special Permit upon a written request submitted to the Town Board, which request may either be approved or denied, by Town Board resolution.
 - v. The Town Board may revoke a previously issued Special Event Permit or multiple such Permits, if it finds that the operation of any of the uses permitted herein, and/or special event at the property, violates any of the provisions of this article, or of the conditions of any Special Event Permit, or otherwise operates in a manner that causes a disturbance. Such revocation may occur only after a hearing before the Town Board at which the applicant shall have an opportunity to be heard.

Section 5. §3.11 (Use Table) of Article III (Use and Bulk Tables) of Chapter 43 (Zoning), of the Code of the Town of Orangetown, is amended as follows:

1). Table of General Use Regulations, R-80 District, Column 3, “Uses by Special Permit” is amended by adding the following as a Use by Special Permit of the Town Board:

7. Agri-Tourism, Agri-tourism Entertainment, Farm Cidery/Winery on lots of 5 acres or more.

2). Table of General Use Regulations, R-22 District, Column 3, “Uses by Special Permit” is amended by adding the following as exception to a Use by Special Permit of the Town Board:

1. Same as R-80, except airports and Agri-Tourism, Agri-tourism Entertainment, Farm Cidery/Winery on lots of 5 acres or more.

Section 6. Severability

If any part or provision of this Local Law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a 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 Local Law, or the application thereof to other persons or circumstances. The Town Board of the Town of Orangetown hereby declares that it would have enacted the remainder of this Local Law even without any such invalid or unconstitutional part, provision or application.

Section 7. When effective.

This local law shall take effect immediately upon filing with the Secretary of State.

**Planning Board
Town of Orangetown**

TO: Town Board
FROM: Planning Board
DATE: November 8, 2023

RE: Referral- Proposed Zone Change for Van Houten Farm Market
Benefit Trust (Rockland County Cider Works), 68 Sickletown Road,
Orangeburg, Section 69.19 Block 1 Lot 6

At the October 25, 2023 Planning Board Meeting, the Board made a motion to consent to the Town of Orangetown Town Board to be Lead Agency. The motion was made Michael Mandel, Vice Chairman and seconded by Michael McCrory and carried as follows: Thomas Warren – Chairman, aye; Denise Lenihan, aye; Michael Mandel, Vice Chairman, aye; Kevin Farry, absent; Michael McCrory, aye; Lisa DeFeciani, aye, Tara Heidger, (alternate member), absent; and Andrew Andrews, aye.

The Board reviewed the submitted Referral and offered the following Recommendations:

- The Full Environmental Assessment Form needs to be revised and re-submitted and the applicant should use the EAF Mapper to assist in preparation of the LEAF. The following items must be revised;
 - Part 1 – B, Government approvals dates must be revised accordingly.
 - C.2, “does the comprehensive plan include specific recommendations for the site?” should be NO.
 - D(j), should be YES and all items completed.
 - D(m), should be YES and description of noise provided.
 - D(o), should be YES and wood burning solo stoves indicated.
 - E.1(a), nursery school should be listed.
 - E.1(d), nursery school should be listed.
 - E.2(h),iv, stream should be 865-18 and classified A, and wetland should state FEDERAL WATERS.
 - E.2(p), should be YES, Iron color Shiner

RE: Referral- Proposed Zone Change for Van Houten Farm Market Benefit Trust (Rockland County Cider Works), 68 Sickletown Road, Orangeburg, Section 69.19 Block 1 Lot 6

- A traffic study should be completed and submitted for the proposed use and hours of operation for review prior to consideration of amending Town Code.
- What, if any are the agricultural operations? The should be indicated in the LEAF.
- Parking on Sickletown Road should not be permitted.
- Use of "Solo Stoves" causes odor and concerns for neighboring properties.
- Proposed gravel parking with food trucks should be a paved area with oil /water separators.
- Define the proposed parking area, currently shown to have 85 spaces.
- The Special Permit is for Acoustic music.
Electrified/amplified music should expressively be prohibited.
- Hours of operation should be provided for the Tasting Room as Monday – Sunday 12:00 p.m. to 8:00 p.m., not 9 p.m.
- Confirmation in writing from the Naurashaun Church for the use of its parking lot must be provided.

A motion was made to provide the Planning Board Recommendations to the Town Board was made by Michael Mandel, Vice Chairman and seconded by Lisa DeFeciani and carried as follows: Thomas Warren – Chairman, aye; Denise Lenihan, aye; Michael Mandel, Vice Chairman, aye; Kevin Farry, absent; Michael McCrory, aye; Lisa DeFeciani, aye, Tara Heidger, (alternate member), absent; and Andrew Andrews, aye.

Other Business
10/25/23 PB

Town of Orangetown

Town Hall 26 W. Orangeburg Road · Orangeburg NY, 10962

Telephone: (845) 359-5100 ext. 5004 · Fax: (845) 359-5126

e-mail: tclerk@orangetown.com

website: www.orangetown.com



October 2, 2023

Rockland Cty Dept of Planning (USPS)
Rockland Cty Dept of Health (USPS)
Town of Clarkstown (j.sweet@clarkstown.org)
Town of Ramapo Planning Board (rossh@ramapo.org)
Village of Piermont (clerk@piermont-ny.gov)
Village of Nyack (villageclerk@nyack-ny.gov)
Village of Chestnut Ridge (info@chestnutridgevillage.org)
NYS Dept of Transportation (USPS)
Orangetown Planning Board (CCoopersmith@orangetown.com)



**RE: Referral / Proposed Zone Change for
Van Houten Farm Market Benefit Trust (Rockland County Cider Works)
68 Sickletown Rd, Orangeburg, NY (69.19-1-6)**

Pursuant to General Municipal Law § § 239-l & m, the Town Board of the Town of Orangetown, Rockland County, New York is hereby notifying you that, at its meeting held on September 26, 2023 the Town Board adopted resolutions in connection with the proposed action, to wit: changing the zoning district from R-40 to permit Farm Winery/Cidery and Agritourism as a "Special Permit Use" in the R-80 and R40 zoning districts on lots of 5 acres or more; (i) declaring its intention to act as Lead Agency under SEQRA; (ii) making the preliminary determination that the proposed action is an "unlisted" action under SEQRA; (iii) directing that a SEQRA letter be circulated to the above named agencies for GML review, and to the Orangetown Planning Board for its review and recommendation under the Town Code.

The Town Board has determined that the action proposed is subject to review under the State Environmental Quality Review Act ("SEQRA"), and that such action constitutes an "unlisted" action. The Town Board, by Board Resolution, has expressed its intention to serve as Lead Agency for the action and, pursuant to Sections 617.6 (b) and (c) of the N.Y.C.R.R., and requests your agreement that it is designated.

The Town Board further wishes to expedite the designation of the Lead Agency and requests prompt reply. If you agree to the Town Board being designated Lead Agency, please sign this letter where indicated below and email (tclerk@orangetown.com) and/or fax (845) 359-5126 as soon as possible. If your agency does not submit a written objection within 30 days of the mailing of this notification, the Town Board will assume the role of lead agency for this action.

Enclosed please find a copy of the *Petition, Resolutions, site plan*, and other relevant documents and information relating to the proposed action.

Thank you for your cooperation and courtesy.

Respectfully,

A handwritten signature in black ink, appearing to read 'Rosanna Sfraga', with a long horizontal flourish extending to the right.

Rosanna Sfraga
Town Clerk

Encl.

CC: Robert Magrino, Town Attorney (rmagrino@orangetown.com)

Town of Orangetown Town Board

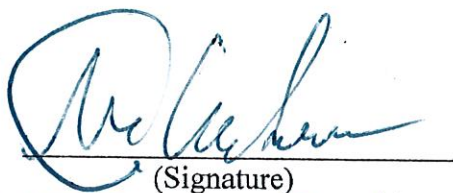
Date: October 2, 2023

Response to request that the Town of Orangetown Town Board be designated to serve as Lead Agency for the:

**RE: Referral / Proposed Zone Change for
Van Houten Farm Market Benefit Trust (Rockland County Cider Works)
68 Sickletown Rd, Orangeburg, NY (69.19-1-6)**

The Town of Orangetown Planning Board agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

Oct. 25, 2023
Date


(Signature)

Thomas C. Warren
(Print Name and Title)

Town of Orangetown Planning Board
(Name of Agency)

Encl.

**ROCKLAND COUNTY DEPARTMENT OF PLANNING
REFERRAL FORM FOR GENERAL MUNICIPAL LAW REVIEWS**

Municipality: TOWN OF ORANGETOWN

Date Sent: October 2, 2023

Board: ☒ Town Board ☐ Town/Village **Public Hearing Date:** November 28, 2023

File Name: Referral / Proposed Zone Change for Van Houten Farm Market Benefit Trust
(Rockland County Cider Works) 68 Sickletown Rd, Orangeburg, NY (69.19-1-6)

Contact Person: Robert Magrino, Town Attorney
Address 26 W Orangeburg Road, Orangeburg, New York 10962

Referral Agencies

(Please indicate the agencies that have also received copies of this application)

- ☐ RC Highway Department
☐ RC Division of Environmental Resources
☐ RC Drainage Agency
☒ RC Department of Environmental Health (Sewers, Water, Mosquito Code, Underground Tanks)
☐ RC Sewer District #1
☐ NYS Department of Environmental Conservation
☒ NYS Department of Transportation
☐ NYS Thruway Authority
☐ NY-NJ Trail Conference (Long Path)
☐ Palisades Interstate Park Commission
☐ US Army Corps of Engineers
☐ Cornell Cooperative Extension of Rockland County
☒ RC Department of Planning
☒ Adjacent Municipality: Town of Clarkstown; Town of Ramapo Planning Board; Village of Piermont; Village of Nyack; and Village of Chestnut Ridge
☒ Other: Orangetown Planning Board

Pursuant to the General Municipal Law §§ 239-1 & m

☐ Subdivision ☒ Site Plan ☐ Variance ☒ Special Permit ☒ Zone Change
☐ Other – Please list: .

Location of Parcel(s): 68 Sickletown Rd, Orangeburg, NY (69.19-1-6)

Acreage of Parcel (s) Minimum Lot Acreage Proposed –

Existing Sq. Footage **Proposed Sq. Footage**

The Property in Question Lies Within 500 Feet of: (Potential Development Sites)

- | | |
|---------------------------------------------------|------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> County Road | <input checked="" type="checkbox"/> State Road, Thruway, or Parkway |
| <input type="checkbox"/> County Stream | <input type="checkbox"/> State Park |
| <input type="checkbox"/> County Park | <input checked="" type="checkbox"/> Village, Town, County, or State Boundary |
| <input type="checkbox"/> County or State Facility | <input type="checkbox"/> The Long Path |

Map 69.19 Block 1 Lot(s) 6 Map Date _____

Brief Project Description:

Amending Chapter 43, Articles III, IV and XI, to permit Farm Winery / Cidery and Agritourism as a "Special Perm Use" in the R-80 and R-40 zoning districts on lots of 5 acres or more.

Variances Needed (if applicable)	Required	Provided
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rockland County Department of Planning 9/13

{G:\All\GML\GML Referral Form}



TOWN OF ORANGETOWN
TOWN CLERK
26 W ORANGEBURG ROAD
ORANGEBURG, NEW YORK 10962
www.orangetown.com

ROSANNA SFRAGA
TOWN CLERK

TEL: 845.359.5100 x 5004
FAX: 845.359.5126
email: townclerk@orangetown.com

RTBM 9/26/2023

RESOLUTION NO. 502

**ACCEPT PETITION/REQUEST FOR ZONING TEXT AMENDMENT AND DIRECT CIRCULATION OF
PROPOSED LOCAL LAW/ AMEND CHAPTER 43 / SPECIAL PERMIT / FARM WINERY/CIDERY**

WHEREAS, the owner of premises located at 68 Sickletown Road, Orangeburg, New York, (Tax Lot 69.19/1/6) being located in an R-40 zoning district has petitioned the Town Board to change the text of the Zoning Code by Amending Chapter 43, Articles III, IV, and XI, to permit Farm Winery/Cidery and Agritourism as a "Special Permit Use" in the R-80 and R-40 zoning districts on lots of 5 acres or more; and

WHEREAS, upon preliminary review, the Town Board is favorably disposed to such a zoning text amendment, because such use would be compatible with existing permitted uses in the R -80 and R -40 zoning districts on larger tax lots since they would only be permitted on parcels of 5 acres or more, and "agricultural activities" is already defined as a permitted use in those districts, and the proposal would be an extension of such activities; and

WHEREAS, the Town Board wishes to proceed with its consideration of the proposed action, toward which end it wishes to commence the environmental review process, as well as review by other interested agencies; and

WHEREAS, upon review of the Petition, and a Short Environmental Assessment Form prepared at the Town Board's request by the Office of Building, Zoning, Planning and Administration and Enforcement, and related documents and filings, the Board makes the following preliminary determinations:

1. The proposed action is one subject to review under the State Environmental Quality Review Act ("SEQRA");
2. The proposed action as an "Unlisted" action; and
3. The following are involved or interested or involved agencies in the review process:
 1. Orangetown Planning Board;
 2. Rockland County Department of Planning;
 3. Rockland County Department of Health;
 4. Town of Clarkstown
 5. Town of Ramapo
 6. Village of Piermont
 7. Village of Nyack
 8. Village of Chestnut Ridge
 9. New York State Department of Transportation

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby declares its intention to serve as Lead Agency for the purpose of environmental review under SEQRA, and directs that a Lead Agency Coordination Letter with relevant documents be circulated to and among the various above referenced agencies; and

BE IT FURTHER RESOLVED, that the circulation to the Rockland County Department of Planning and the agencies listed above for the purpose of review pursuant to General Municipal Law §§ 239- l & m; and

RESOLUTION NO. 502 - Continued

BE IT FURTHER RESOLVED, that, pursuant to Town Code Chapter 43, § 10.5, the Town Board hereby refers the said Petition and a proposed Local Law, amending the Town Zoning Code, to the Town Planning Board, inviting its input regarding, among other things, the implications of such an amendment, and requesting a response within 30-days.

Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Paul Valentine and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Thomas Diviny, Councilperson Paul Valentine, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: None

Absent: Councilperson Jerry Bottari

RESOLUTION NO. 503

SET PUBLIC HEARING ON PROPOSED ZONE TEXT AMENDMENT / SPECIAL PERMIT USE / FARM WINERY/CIDERY / NOVEMBER 28, 2023

RESOLVED that the Town Board will hold a public hearing on November 28, 2023 at 7:05 p.m., on a proposed Local Law, as follows, amending Chapter 43, "Zoning", § 11.2, Definitions; § 3.11 "Table of General Use Regulations" and §4.3 "Special Permit Uses" to permit Agri-Tourism, Agri- tourism Entertainment, Farm Cidery/Winery on lots of 5 acres or more as a Special Permit Use in R-80 and R-40 Zoning Districts.

Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Paul Valentine and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Thomas Diviny, Councilperson Paul Valentine, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: None

Absent: Councilperson Jerry Bottari

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

I, Rosanna Sfraga, Town Clerk, of said Town of Orangetown, County of Rockland hereby certify that I have compared the foregoing copy of Resolution Nos. 502 & 503 adopted at the September 26, 2023 Regular Town Board Meeting, with the original now on file in said office, and find the same to be a true and correct transcript.

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

This 2nd day of January, 2023



Town Clerk

Lino J. Sciarretta, Esq.
Phone: 914-287-6177
Email: lsciarretta@bpslaw.com

September 15, 2021

BY HAND

Supervisor Teresa M. Kenny & Members of the Town Board
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: Zoning Petition – 68 Sickletown Road, Orangeburg, NY (the “Property”)

TOWN OF ORANGETOWN
2021 SEP 15 A 10:31
TOWN CLERK'S OFFICE

Dear Supervisor Kenny & Members of the Town Board:

We represent Petitioner, Van Houten Farm Market Benefit Trust (“Van Houten”), in connection with the above-referenced matter. Van Houten is the owner of the Property where Van Houten Farms and Rockland Cider Works currently operate. The Property is situated in the R-40 Zone District and is approximately 7.1 acres. Generally, uses permitted by right in the R-40 Zone District are the same as those permitted by right in the R-80 Zone District.

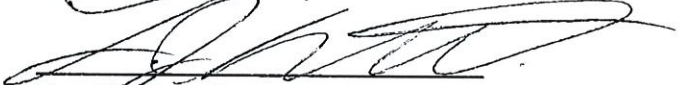
In sum, this Petition seeks to amend the Code to specifically define “agricultural operation” and “agri-tourism” and to permit such uses on properties of five acres or more, including the production, consumption, and sale of cider and related products in the context of a commercial agricultural operation. The term, “agricultural operation,” while used in the Town Zoning Code, is not a defined term. Petitioner submits that the proposed amendments would clarify and legalize all uses currently in operation on the Property, which are consistent with agricultural operations and agri-tourism as those uses have evolved over time.

To that end, enclosed are an original and nine (9) copies of the zoning petition. We respectfully request the Town Board place the petition on the next available agenda and begin the review process. Please let us know anything else you require and do not hesitate to contact our office should you have any questions or comments.

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP

By:


Lino J. Sciarretta
Brian J. Quinn

Enclosures

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

-----X
In the Application of:

VAN HOUTEN FARM MARKET BENEFIT TRUST,

Petitioner,

To Amend the Town of Orangetown Code, Chapter 43,
Zoning Article XI and Table of Use Requirements for
the R-80 Zone District by defining Agricultural
Operations and to Allow Agricultural Operations and
Agri-Tourism by Right.

**VERIFIED PETITION
FOR ZONING TEXT
AMENDMENT**

TOWN OF ORANGETOWN
2021 SEP 15 A 10:31
TOWN CLERK'S OFFICE

-----X
Petitioner VAN HOUTEN FARM MARKET BENEFIT TRUST ("Petitioner"), by its
attorneys Bleakley Platt & Schmidt, LLP, respectfully petitions the Town Board ("Town Board")
of the Town of Orangetown, New York ("Town") as follows:

Introduction

1. This is a Petition pursuant to NY Town Law § 265 and the Orangetown Town Code (the "Code"), Chapter 43, §§ 10.4 and 10.5 to amend the Code to specifically define "agricultural operation" and "agri-tourism" and to permit such uses on properties of five acres or more, including the production, consumption, and sale of cider in the context of a commercial agricultural operation.

2. Petitioner is the owner of real property located at 68 Sickletown Road, Orangeburg, NY, presently designated as Tax Map Section 69.19, Block 1, Lot 6 (the "Property"). Petitioner currently operates a successful farm nursey business at the Property, which has been utilized as a farm by the Van Houten family since 1812.

3. Rulef Van Houten bought the historic Cuyper-Van Houten Stone House at 66 Sickletown Road in 1812 along with the surrounding land. Rulef Van Houten had a gris mill and sawmill on the property using power from the Naurashaun Brook (located where Sickletown & Blauvelt split west of the farm). The Property also was utilized for farming livestock, grain and vegetables.

4. Van Houten Farms as we know it today started in 1946 and remains one of the oldest and continued agricultural business in the Town. Annexed hereto as Exhibit "A" is a site plan of the Property, dated August 19, 2021, based on the existing conditions of the site, and prepared by Jay A. Greenwell, PLS, LLC.

5. The nature of farm nursey operations has changed over the years. What may have worked years and years ago, is no longer the case. To remain a sustainable and viable agricultural operation, the Petitioner broadened its agricultural offerings at the Property by introducing a cidery, music, food trucks and fire pits to attract and retain customers. Gone are the days of nurseries/farms having a singular, linear purpose. To survive as an agricultural use, Petitioner had to pivot with the times and evolve with new, agricultural related uses.

6. The Property is situated in the R-40 Zone District and is approximately 7.1 acres. Uses Permitted by Right in the R-40 Zone District are the same as those permitted by right in the R-80 Zone District except for No. 2(c) in Column 2 of the R-80 Use Regulations.¹

7. Currently, the Town permits the following uses by right in the R-80 and R-40 Zone Districts:

Uses Permitted by Right

The following commercial *agricultural operation*, provided that there shall be no greenhouse-heating plant where coal is used for

¹ Since uses in the R-40 are the same as R-80, this Petition seeks an amendment to the R-80 Use Table which would also apply to R-40 Use Table.

fuel, stables or similar animal housing or the storage of manure or other odor-or dust-producing substance or use, except spraying or dusting to protect vegetation within 200 feet of any lot line:

- (a) Nurseries, greenhouses and growing of mushrooms, provided that no smokestacks shall exceed the height regulations.
- (b) Orchards, truck gardening and growing of field crops and vineyards and growing of other bush or berry crops.

See Attachment 1, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, item 2 (emphasis added).

General Accessory Uses

Buildings for display and sale of agricultural products, at least 50% of which shall be grown by the owner or lessee of the premises, provided that such building is at least 30 feet from any lot line; buildings for processing and storing of agricultural products subject to the same restrictions as for buildings for the display and sale; temporary open stands for display and sale of agricultural products subject to the same restrictions as buildings, except that such shall be located not less than 15 feet from any lot line and shall not encroach on pedestrian or vehicular rights-of-way or any required parking space.

See Attachment 1, Chapter 43, Table of General Use Regulation, R-80, Column 5, item No. 7.

8. Interestingly, the terms, “agricultural operation” and “nursery” are not defined anywhere in the Town Code.

9. Both agriculture and agri-tourism are legitimate zoning objectives under New York Agricultural and Markets Law and the New York State Constitution. It is the policy of the New York State Constitution to preserve agriculture and uses related to such use.

10. Petitioner seeks amendments to the Code to clarify what would constitute an agricultural operation and to allow agri-tourism as a legitimate land use objective in the Town. Specifically, Petitioner seeks amendments to i) Chapter 43, Zoning, Article XI, Definitions and Word usage, by inserting definitions of “agricultural operations” and “agri-tourism” and allow such uses to operate on property in the R-80 and R-40 Zone Districts on properties of five (5) acres

or more; ii) the R-80 Table of General Use Regulations Use Regulations by inserting under Column 1 - Uses Permitted By Right – Town Board, after item Number 2(c), the following text:

d. Agricultural operations and agri-tourism as defined in Article XI, Chapter 43 of the Town Code; and

iii) Amend the Town of Orangetown Table of General Use Regulations for R-80, Column 6, Minimum Required Off Street Parking Spaces by inserting after item number 9, the following:

Use	At least 1 Parking Space for each
10) Agricultural and agri-tourism on property with a minimum of five (5) acres	400 square feet of GFA

(together, the “Proposed Amendments”). A draft of the Proposed Amendments is annexed hereto as Exhibit “B”).

11. Petitioner submits that the Proposed Amendments would clarify and legalize all uses currently in operation on the Property which are all consistent with agricultural operations and agri-tourism as those uses have evolved over time.

12. Additionally, the Proposed Amendments would remove any ambiguity or vagueness as to what constitutes an agricultural operation, while at the same time support the legitimate Town and State policies designed to preserve and foster such agricultural uses, particularly on a Property that has served as an agricultural landmark for over 200 years, long before the enactment of local zoning controls.

13. For the reasons set forth below, Petitioner respectfully requests that the Town Board accept the instant Petition, and commence the requisite environmental, planning and legislative review of the procedures to amend the Code as set forth in this Petition (collectively, the “Action”).

The Petitioner and the Property

14. As set forth above, Petitioner owns and operates one of the oldest and longest, continuous serving nursery and agricultural operations in the Town.

15. Petitioner has a numerous following both in its customer base and on social media.

16. The Property is the County's premier destination for superior annuals, perennials, hanging baskets, roses, and vegetable and herb plants. Petitioner also carries a full selection of flowering shrubs, evergreens, trees, groundcovers and gardening supplies. The Property contains greenhouses, concrete and wood structures, tasting room, stables, riding rings, fire pits, indoor/outdoor seating, and tables among other items consistent with agricultural use.

17. In 2019, Petitioner opened Rockland Cider Works on the Property making cider using 100% New York apples and offering other New York State beers, wines and spirits, all in keeping with the context of its agricultural operation.

18. Over the course of last two centuries, single-family homes developed around the Property.

19. While the Code permits commercial agricultural operations by right, the lack of any definition fails to account for how such agricultural uses have evolved over time. Today, in order for such agricultural uses to survive, it must be tied to entertainment, agri-tourism, spirits, and other outdoor activities that can attract customers and make the Property a go to destination.

20. The proposed Action would simply legalize and clarify what constitutes an agricultural operation. The use is compatible with the zoning in the immediate area and the Town's overall needs. It is well within the Town Board's broad legislative authority to undertake this Action. *See Goodrich v. Town of Southhampton*, 39 N.Y.2d 1008, 387 N.Y.S.2d 242, 243 (1976) (noting the "strong presumption of validity which attaches to the legislative determinations" of a municipality when enacting zoning ordinances).

SEQRA

21. Pursuant to the New York State Environmental Quality Review Act ("SEQRA"), annexed hereto as Exhibit "C" is Petitioner's Full Environmental Assessment Form ("EAF"), prepared by Petitioner's engineering consultant, Jay A. Greenwell, PLS, LLC. Although

Petitioner fully expects to develop a comprehensive assessment of the Action during the SEQRA process, the EAF outlines the anticipated areas of potential environmental concern, such as traffic, stormwater management, visual impacts, and potential social and fiscal benefits for the Town.

22. In accordance with SEQRA Regulations, the proposed Action is an Unlisted Action, as it does not meet Type I Action thresholds.

23. Since the threshold elements of the Action involve the Town Board's legislative and administrative authority, we respectfully submit that the Town Board is the appropriate entity to serve as Lead Agency.

Requested Relief

1. In furtherance of this Action, Petitioner respectfully requests that the Town Board take the following administrative and legislative steps:

- (a) accept this Petition;
- (b) declare its intention to serve as Lead Agency to review the entire Action in a coordinated review pursuant to the SEQRA Regulations;
- (c) refer the proposed Proposed Amendments to the appropriate agencies and Rockland County Department of Planning for review and recommendations;
- (d) amend the Town Zoning Code definitions and R-80 Table of General Use Regulations; and
- (e) taking such steps and other actions as the Board deems necessary.

[INTENTIONALLY LEFT BLANK]

Dated: September 14, 2020
White Plains, New York

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP

By:

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

Lino J. Sciarretta, Esq.

Brian J. Quinn, Esq.

Attorneys for the Petitioner

One North Lexington Ave – 7th Floor


White Plains, New York 10601

914-949-2700

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) s.s.:

Elisabeth C. Van Houten hereby deposes that she is a Trustee of the Van Houten Farm Market Benefit Trust, the Petitioner in this proceeding, and owner of a certain 7.1848-acre parcel of real property located on 68 Sickletown Road, Orangeburg, New York, presently designated as Tax Map Number 69.19-1-6, and says that the foregoing Petition is true to her knowledge, except as to those matters therein stated to be alleged on information and belief and as to those matters she believes them to be true.



Name: Elisabeth C. Van Houten
Title: Trustee of Van Houten Farm Market
Benefit Trust

Sworn to before me this
14th day of September, 2021



Notary Public

LINO J. SCIARRETTA
NOTARY PUBLIC, State of New York
No. 02SC6327920
Qualified in Rockland County
Term Expires July 20, 2019
2023

Rockland Cider Works

Business Plan

Retail Hours of Operation; Mon-Sat. 9am-7pm, Sunday 9am-6pm

Tasting Bar/Tap Room Hours of Operation; Mon-Sat 12pm-9pm, Sun 12pm-8pm

Live Music; Thursday/Friday evenings, solo/acoustic 4-8p, Sat/Sun live music 2-6pm

Food Trucks; in back parking lot and/or inside gates near nursery (not at front entrance/parking lot) 1-2 trucks on Friday/Saturday/Sunday. Electric plug in or quiet operation generators only. Food trucks close 30 minutes prior to cidery close.

Fire Pits; SoloStoves with safety grid/covers; Thursday, Friday, Saturday, Sunday evenings, when space allows (not year-round). Mostly in winter. 4 fire pits, not to exceed 8 ppl per fire pit

Parking; Current back parking lot holds 85 cars. Front parking lot holds 15 cars (continuing rental/negotiation with Naurashaun Church for "overflow parking use")

Cidery area max capacity 350 people

Seasonal;

January through March; mainly seating inside greenhouse (holds 8 tables only) and 4 fire pits outside.

April through June – limited outside seating only, weather permitting (the nursery uses most of the space in spring).

June through August - slowest season for farm/garden center and slow season for cidery because it is hot and people travel, go to the beach, etc. Outdoor seating in cider/bier garden with table umbrellas. Occasional live music on the weekend.

September through October – live music Thursday, Friday evenings, Saturday, and Sunday afternoons. Seating in greenhouse and outdoors

October through December; fire pits Thurs, Fri, Sat, Sun evenings.

November and December; live music, weather permitting, midday – especially Christmas type music in December during the day when we are selling Christmas Trees. Greenhouse and limited outside seating, weather permitting.

EXHIBIT "A"

SITE PLAN BASED ON EXISTING CONDITIONS

EXHIBIT "B"

PROPOSED LOCAL LAW

PROPOSED LOCAL LAW
TOWN OF ORANGETOWN
PROPOSED LOCAL LAW # ____ - 2021

Be it enacted by the Town Board of the Town of Orangetown as follows:

Section 1. Title

A Local Law Amending the General Use and Bulk Requirements for R-80 Zone Districts.

Section 2. Legislative Intent.

The Town Board recognizes that protection of agriculture and agri-tourism is a legitimate zoning objective under New York State's statutes, which the regulations set forth in this section seek to achieve. It is also a policy of the New York State Constitution to preserve agriculture and uses related thereto. The mechanism for achieving this balance is to permit a modification in the Town's use and bulk requirements in the R-80 Zone District. If an applicant meets the requirements below, the Town Board shall permit agricultural activities and agri-tourism uses to be developed and operated on qualified sites with a minimum of five (5) acres.

Section 3. Text Amendments.

Amend Chapter 43, Zoning, Article XI, Definitions and Word Usage by adding the following definition:

Agricultural Operations – land, buildings and equipment used to produce, prepare and market crops, livestock and livestock products as a commercial enterprise, including but not limited to the following on sites of five (5) acres or more: 1) field crops including corn, wheat, oats, rye, barley, hay, potatoes, dry beans and sod; 2) vegetables including tomatoes, snap beans, cabbage, carrots, beets, onions and corn; 3) fruits including apples, berries, cherries, peaches and pumpkins; 4) horticultural ornamental specialties including nursery stock, shrubs, ornamental trees, flowers and vegetables; 5) Christmas trees derived from a managed Christmas tree operation whether dug for transplanting or cut from the stump; 6) Further, agricultural operations shall include an activity engaged in, by, or on behalf of a farmer in connection with any furtherance of the business of agriculture or farming and shall include, without limitation, tillage, planting, harvesting and marketing; construction of farm structures and facilities, including farm wineries and other on-farm food processing, as permitted by local and state building code regulation, in order to enhance the marketing of farm products; construction and maintenance of certain farm buildings and other structures related to agricultural practices.

Agri-tourism - a set of activities that occurs when people link travel with the products, services, and experiences of agriculture. Agri-tourism is conducted for the enjoyment or education of the public and primarily promotes the sale, marketing, production, harvesting, or use of the products of the farm operation. Examples of agri-tourism include, but are not limited to, hayrides, food

trucks, music, farm winery pursuant to Section 76-A of the New York State Alcoholic Beverage Control Law, farm tours, and farm festivals designed to support farm operations.

Amend the Town of Orangetown Table of General Use Requirements for the R-80 Zone District, by inserting under Column 1 - Uses Permitted By Right – Town Board, after item Number 2(c), the following text:

d. Agricultural operations and agri-tourism as defined in Article XI, Chapter 43 of the Town Code.

Amend the Town of Orangetown Table of General Use Regulations for R-80, Column 6, Minimum Required Off Street Parking Spaces by inserting after item number 9, the following:

Use	At least 1 Parking Space for each
10) Agricultural and agri-tourism on property with a minimum of five (5) acres.	400 square feet of GFA

Section 3. When effective.

This local law shall take effect immediately upon filing with the Secretary of State

EXHIBIT "C"

Full Environmental Assessment Form

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

Instructions for Completing Part 1

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

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

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

A. Project and Sponsor Information.

Name of Action or Project: Rockland Cider Works		
Project Location (describe, and attach a general location map): 68 Sickletown Road, Orangeburg, NY 10962		
Brief Description of Proposed Action (include purpose or need): Existing farm stand and horse stables will remain, and cider production facility with tasting room, shed, indoor and outdoor guest seating to be maintained. A zoning text amendment from the Town Board is being requested to permit the production, consumption and sale of cider on site, in the context of a commercial agricultural operation.		
Name of Applicant/Sponsor: Van Houten Farm Market Benefit Trust	Telephone: 518-231-8000	
	E-Mail: ellisabeth@vanhoutenfarmsny.com	
Address: 68 Sickletown Road		
City/PO: Orangeburg	State: NY	Zip Code: 10962
Project Contact (if not same as sponsor; give name and title/role): Brian J. Quinn, Esq.	Telephone: 914-287-6122	
	E-Mail: bquinn@bpslaw.com	
Address: Bleakley Platt & Schmidt LLP, 1 North Lexington Ave.		
City/PO: White Plains	State: NY	Zip Code: 10601
Property Owner (if not same as sponsor): Van Houten Farm Market Benefit Trust; Ellisabeth Van Houten, Trustee	Telephone: 518-231-8000	
	E-Mail: ellisabeth@vanhoutenfarmsny.com	
Address: 68 Sickletown Road		
City/PO: Orangeburg	State: NY	Zip Code: 10962

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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Proposed Zone Text Amendment to modify agricultural use definition	Sept. 2021 +/-
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Site Plan approval	Aug. 2021
c. City Council, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	Possibly, for setbacks to existing buildings	Oct. 2021 +/-
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ACABOR	Nov. 2021 +/-
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	RC Planning--GML review, RC Drainage Agency--Stream, RC Highway--Sickletown Rd.	Oct. 2021 +/-
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R-40 zoning

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? Zoning text to permit cider production, consumption and sales in agricultural use definition

C.4. Existing community services.

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

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

Orangetown Police, Fire, and Ambulance

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

Orangetown

d. What parks serve the project site?

Palisades Int. Park system, Blauvelt State Park, Tackamack Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential, Water supply reservoir, summer day camp, church

b. a. Total acreage of the site of the proposed action? 7.102 acres

b. Total acreage to be physically disturbed? 0 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7.102 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 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Total number of structures <u>2 Sheds (ex)</u>	
ii. Dimensions (in feet) of largest proposed structure: <u>10'</u> +/- height; <u>8'</u> width; and <u>16'</u> length	
iii. Approximate extent of building space to be heated or cooled: <u>no new heated / cooled area</u> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> 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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe:

iv. Will 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), 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

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> • 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? _____ If Yes: <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No
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? _____ If Yes: <ul style="list-style-type: none"> 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: _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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)? _____ _____	
<ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____ 	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 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? _____ If Yes, identify: <ul style="list-style-type: none"> 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) _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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? _____ if Yes: <ul style="list-style-type: none"> 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) _____ ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> • _____ 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 Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

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 semi-trailer truck trips/day: _____

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 ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☐ No

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

<p>i. During Construction:</p> <ul style="list-style-type: none"> Monday - Friday: _____ na Saturday: _____ na Sunday: _____ na Holidays: _____ na 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> Monday - Friday: _____ Seasonal 12 - 8 pm Saturday: _____ 12-7 pm Sunday: _____ 12-7 pm Holidays: _____ same
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 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:
Yes, decorative low level lighting overhead

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 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 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:

Residential homes, reservoir, church, summer camp

b. Land uses and covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.5	1.5	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.3	0.3	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.75	0.75	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.3	0.3	0
• Wetlands (freshwater or tidal)	in above	in above	0
• Non-vegetated (bare rock, earth or fill)	3.75	3.75	0
• Other Describe: <u>Landscaping</u>	0.5	0.5	0

<p>c. Is the project site presently used by members of the community for public recreation? <i>i. If Yes: explain:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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? If Yes, <i>i. Identify Facilities:</i> <u>summer camp--Kaufmann Camp</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>e. Does the project site contain an existing dam? If Yes: <i>i. Dimensions of the dam and impoundment:</i></p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p><i>ii. Dam's existing hazard classification:</i> _____ <i>iii. Provide date and summarize results of last inspection:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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? If Yes: <i>i. Has the facility been formally closed?</i> • If yes, cite sources/documentation: _____ <i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i> _____ <i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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? If Yes: <i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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? If Yes: <i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div style="width: 45%;"> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> <p><i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____</p> <p><i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s):</i> _____</p> <p><i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

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? _____ 5-6 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 0 %

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

Hinckley gravelly loamy sand	90 %
Alden Silt Loam	5 %
Wethersfield Gravelly Silt Loam	5 %

d. What is the average depth to the water table on the project site? Average: _____ 6+ 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%: _____ 95 % of site
☒ 10-15%: _____ 5 % 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	Naurashaun Brook	Classification	C (T)
• Lakes or Ponds:	Name	Lake Tappan	Classification	A
• 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: _____
Naurashaun Brook--"pollutants of unknown toxicity" per NYS DEC

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: Principal Aquifer--per NYS DEC

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">raccoon / opossum / squirrels</td> <td style="width: 33%; border-bottom: 1px solid black;">deer</td> <td style="width: 33%; border-bottom: 1px solid black;">bird life</td> </tr> <tr> <td style="border-bottom: 1px solid black;">rodents</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>			raccoon / opossum / squirrels	deer	bird life	rodents		
raccoon / opossum / squirrels	deer	bird life						
rodents								
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 								
<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 checked="" type="checkbox"/> No</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 checked="" type="checkbox"/> No</p>								
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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 checked="" type="checkbox"/> No</p> <p>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 checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>								
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>								
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>								

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District		
ii. Name: _____		
iii. Brief description of attributes on which listing is based: _____		
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
i. Describe possible resource(s): _____		
ii. 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. Identify resource: <u>Pallades Int. Parkway</u>		
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Scenic Byway</u>		
iii. Distance between project and resource: <u>1.5 +/- miles.</u>		
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. Identify the name of the river and its designation: _____		
ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666?		<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Van Houten Farm Market Benefit Trust Date August 25, 2021

Signature  Title Trustee

PRINT FORM



Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970

Phone: (845) 364-3434 Fax: (845) 364-3435

RECEIVED

SEP 26 2023

SUPERVISOR'S OFFICE

Douglas J. Schuetz
Acting Commissioner

Richard M. Schiafo
Deputy Commissioner

September 19, 2023

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date:

Date Review Received: 09/05/2023

Item: TOWN OF ORANGETOWN - PARKING LOTS & METERS IN SOUTH NYACK (O-2470)

A proposed local law to amend Chapters 24 (Parking Lots & Meters) and 39 (Vehicles & Traffic) of the Orangetown Town Code and provide parking and traffic regulations concerning the Hamlet of South Nyack. Chapters 220 and 310, Articles I through IX, X, XII, and XV of the South Nyack Village Code will be repealed.

Hamlet of South Nyack

Reason for Referral:

County and State highways and parks; Long Path Hiking Trail; adjacent municipalities

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

**Recommend the following modifications*

1 Chapter 39, Article I, Subsection 39-6H.(1) references Chase Avenue, both sides, entire length. The map of the Hamlet of South Nyack provided with the GML Referral Form includes Chase Avenue labeled as "Central Avenue South." The proper road name must be confirmed, and all application material shall contain consistent information. If both road names are applicable, then both names shall be included in this subsection of the local law.

2 The following additional comment is offered strictly as an observation and is not part of our General Municipal Law (GML) review. The Board may have already addressed this point or may disregard it without any formal vote under the GML process:

2.1 This application was officially received by the Rockland County Planning Department on September 5, 2023. The application materials indicate that the public hearing is held on September 26, 2023 - only twenty-one days after the County received the application. As a reminder, State General Municipal Law, Section 239 (m) 4.(b) states that "Such county planning agency or regional planning council, or an authorized agent of said agency or council, shall have thirty days after receipt of a full statement of such proposed action, or such longer period as may have been agreed upon by the county planning agency or regional planning council and the referring body, to report its recommendations to the referring body, accompanied by a statement of the reasons for such recommendations." Adequate time must be provided to the Rockland County Planning Department in order for us to do our review before the public hearing is scheduled and the matter heard before the board.

TOWN OF ORANGETOWN - PARKING LOTS & METERS IN SOUTH NYACK (O-2470)



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
New York - New Jersey Trail Conference
New York State Department of Transportation
New York State Thruway Authority
Palisades Interstate Park Commission
Rockland County Department of Health
Rockland County Division of Environmental Resources
Rockland County Highway Department

Town of Clarkstown
Villages of Nyack, &
Grand View-on-Hudson

Rockland County Planning Board Members

**NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings.*

The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

TOWN OF ORANGETOWN
DRAFT LOCAL LAW NO. ____ OF 2023
AMENDING CHAPTERS 24 & 39 OF THE TOWN CODE ENTITLED “PARKING
LOTS & METERS” & “VEHICLES & TRAFFIC” OF THE TOWN CODE

_____, seconded by _____, introduced the following proposed local law, to be known as Local Law No. ____ of 2023, entitled “A LOCAL LAW OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK AMENDING CHAPTERS 24 & 39 Within South Nyack Hamlet.”

SECTION 1. Statement of Legislative Intent. The Village of South Nyack was formally dissolved as a legislative jurisdiction on April 1, 2022 as that same area became a part of the Town of Orangetown jurisdiction. Per the ‘South Nyack Final Dissolution Plan’, July, 2021, by Laberge Group, page 18, pursuant to GML Article 17-A §789, all Village local laws, ordinances, rules or regulations, in effect on the date of dissolution shall remain effective for a period of up to two (2) years following dissolution, or until such time as the Town board shall adopt, repeal, or integrate such laws into the Town code. Moreover, such local laws shall be enforced by the Town within the limits of the dissolved Village as if they had been duly adopted by the Town Board. Based upon the March 2023 ‘Draft Hamlet of South Nyack Parking Study’, by Laberge Group, this local law proposes a new comprehensive framework of Town policies that regulate parking and related aspects of circulation within the hamlet of South Nyack. This local law also provides for the repeal of associated former Village laws, since they will no longer be controlling upon the adoption of this local law.

SECTION 2. New proposed town code changes are described below. New proposed code is shown as underlined, while if text of the existing text is removed, the text shown as removed is stricken, meaning it has a line through it.

SECTION 3. Chapter 39, Article I, Subsection 39-3 ‘Prohibition of all-night parking’, enable exclusions, for select streets, by adding within subsection A. a new:

(5) In the Hamlet of South Nyack; as follows:

(a) Specific locations on specific streets:

- i. Clinton Avenue, on the south side, west of South Franklin Street;
- ii. Cooper Drive, on the east side, between Clinton Avenue and White Avenue;
- iii. Division Avenue, on the north side, from Depot Place to South Broadway;
- iv. Shadyside Avenue, on the west side, from roughly 310 feet south of the Route 9W intersection, and extending further south for 320 feet.
- v. Washington Avenue, on the south side, between South Broadway and 75 feet north of Glen Byron Avenue.

(b) Overnight alternate-side-of-the-street parking is enabled on the following specific street segments in Orangetown, and as further described in Subsection (c), between the hours of 2:00 a.m. and 6:00 a.m. below, commencing on January 1, 2024.

- i. Brookside Ave. (an east-west street) between Cooper Drive and South Franklin Street;
- ii. Elysian (an east-west street) between Maple Street and Prospect Street; and
- iii. Washington Street (a north-south street) between Cedar Hill Avenue and Ross Avenue.

(c) Standards regulating overnight alternate-side-of-the-street parking.

- i. For those streets Subsection (b) above that are ascribed ‘North-south streets’, unless otherwise posted, parking shall be permitted between 2:00 a.m. and 6:00 a.m. on the east side of the street only on Sundays, Mondays, Wednesdays and Fridays, and on the west side of the street only on Tuesdays, Thursdays and Saturdays.
- ii. For those streets in Subsection (b) above that are ascribed ‘East-west streets’, unless otherwise posted, parking shall be permitted between 2:00 a.m. and 6:00 a.m. on the north side of the street only on Sundays, Mondays, Wednesdays and Fridays and on the south side of the street only on Tuesdays, Thursdays and Saturdays.
- iii. This section may be enforced by the police, parking aides, or Town code enforcement staff. Any person found guilty of a violation of this section shall be subject to a penalty as defined in the annually adopted Town Fee Schedule.

SECTION 4. Within Chapter 39, Article I, Subsection 39-5, “Prohibition of stopping, standing or parking in specified places” of the Town of Orangetown Town Code, add a subsection and criteria under a new subsection heading for the South Nyack hamlet. It will provide for the following prescriptions that will specifically designate prohibited parking areas. It will identify specific subsections or portions of streets where parking allowances for autos and/or other vehicles within the hamlet of South Nyack are expressly excluded, as follows:

Provide a new M. In the Hamlet of South Nyack; and recodify existing M as N, and then in M add:

- (1) Berachah Avenue, on east side, for its entire distance southerly from the intersection of Lowland Drive, and west side from 345 feet south of the intersection with Terrace Drive to a point 35 feet north of the northern edge of pavement on the western extending section of College Avenue;
- (2) South Broadway, on the east side, for a distance of 115 feet southerly from the intersection of the east side of South Broadway with the south side of Cedar Hill Avenue and for a distance of 75 feet on the west side of South Broadway southerly from the intersection of the west side of South Broadway with the south side of Cedar Hill Avenue;
- (3) South Broadway, on the east or west side, for a distance of 75 feet northerly and 75 feet southerly from the points formed by the intersection of the curblines of South Broadway and Clinton Avenue;

- (4) Brookside Avenue, north side, for a distance of 15 feet easterly from the intersection with Cooper Drive;
- (5) Brookside Avenue, north side, from the intersection of the curblin of the north side of Brookside Avenue with the west curblin of Depot Place for a distance of 25 feet westerly from the intersection of said curblines;
- (6) Brookside Avenue, north side, from the intersection of the curblin of the north side of Brookside Avenue with the east curblin of Depot Place for a distance of 25 feet easterly from the intersection of said curblines;
- (7) Cedar Hill Avenue, north side, the entire length from Piermont Avenue to Anna Street;
- (8) Cedar Hill Avenue, south side, for a distance of 72 feet westerly from the intersection west of South Broadway and 30 feet easterly from the intersection east of South Broadway;
- (9) Cedar Hill Avenue, south side, for a distance of 45 feet easterly from the intersection with Depot Place;
- (10) Cedar Hill Avenue, south side, for a distance of 50 feet easterly from the intersection with South Franklin Street;
- (11) Cedar Hill Avenue, south side, for a distance of 50 feet easterly from the intersection with Washington Street;
- (12) Clinton Avenue, south side, between South Broadway and South Franklin Street;
- (13) Clinton Avenue, both sides, west of South Broadway for a distance of 75 feet;
- (14) Cooper Drive, west side, between Clinton Avenue and White Avenue;
- (15) Depot Place, east side, entire length;
- (16) Depot Place, west side, from the intersection of the north curblin of Brookside Avenue with the west curblin of Depot Place for a distance of 25 feet northerly from the intersection of said curblin;
- (17) Division Avenue, south side, for a distance of 40 feet westerly from the intersection with South Broadway;
- (18) Elysian Avenue, north side, easterly from Franklin Street to Prospect Street;
- (19) South Franklin Street, both sides, from Cedar Hill Avenue to the Route 9W egress/ one-way exit onto South Franklin Street;
- (20) Glen Byron Avenue, west side, entire length;
- (21) Hamilton Place, north side, entire length;
- (22) Piermont Avenue, both sides, from Smith Avenue extending 1,045 feet southerly, which is the former location of the Village of South Nyack municipal boundary with the Village of Grandview;
- (23) Piermont Avenue, west side, from Cedar Hill Avenue westerly to a point 75 feet south of the south line of Voorhis Avenue;
- (24) Prall Place, both sides, between its intersection with the east side of South Broadway to its intersection with the west side of Piermont Avenue;

- (25) Salisbury Place, both sides, a distance of 350 feet easterly from the intersection with the east side of Piermont Avenue;
- (26) Shadyside Avenue, west side, for a distance 310 feet from the intersection with Route 9W;
- (27) Shadyside Avenue, east side, entire length;
- (28) Smith Avenue, north side, entire length;
- (29) Smith Avenue, south side, for a distance 215 feet easterly from the intersection with Piermont Avenue;
- (30) Terrace Drive, west side, from 35 feet east/ southeast (downgradient) of Prospect Avenue extending uphill, or generally northwesterly, all the way to the South Highland Avenue/ South Boulevard intersection;
- (31) Voorhis Avenue, north side, the entire segment from South Broadway to Piermont Avenue.

SECTION 5. Chapter 39, Article I, Subsection 39-6, “Prohibition of parking on designated highways.” Within this subsection of the Town of Orangetown Town Code, add the following restricted parking areas, that will prohibit parking for autos and/or other vehicles within the hamlet of South Nyack, as follows:

Provide a new H. In the Hamlet of South Nyack: and add:

- (1) Chase Avenue, both sides, entire length;
- (2) College Avenue, both sides, entire length;
- (3) Highland Avenue, both sides, entire length;
- (4) Livingston Place; both sides, entire length;
- (5) Lowland Drive, both sides, entire length;
- (6) Prospect Avenue, both sides, entire length;
- (7) South Boulevard, both sides, from South Highland Avenue, extending to 1,255 feet south of the College Avenue intersection, which point was the former South Nyack municipal boundary line;
- (8) South Highland Avenue, both sides, from the intersection of Route 9W southerly to the Highland Avenue/ Terrace Drive intersection; and
- (9) Upland Drive, both sides, for its entire 0.28 mile length, from Highland Avenue in an easterly direction, to the intersection with South Boulevard.

SECTION 6. Chapter 39, Article I, Subsection 39-7, “Time Limitation on parking.” Within this subsection of the Town of Orangetown Town Code, add the following stipulations restricting the times allowed for parking of autos and/or other vehicles in certain areas within the hamlet of South Nyack, as follows:

In order to establish two-hour limits in the Hamlet provide a new A.(5) In the Hamlet of South Nyack: and add:

- (1) Brookside Avenue, both sides, from South Broadway to Franklin Street;
- (2) Cedar Hill Avenue, south side, from South Broadway to Depot Place;

- (3) Clinton Avenue, both sides, west of South Franklin Street, between the hours of 9:00 a.m. and 5:00p.m.;
- (4) Clinton Avenue, north side, from South Broadway westerly to South Franklin Street;
- (5) Clinton Avenue, both sides, southerly from South Broadway east to the end of Clinton Avenue;
- (6) Depot Place, both sides, from Cedar Hill Avenue to Brookside Avenue;
- (7) Division Avenue, both sides, between the hours of 9:00 a.m. and 5:00 p.m., from Depot Place to South Broadway, with parking permitted for vehicles with valid handicapped permits only on south side, from a point 120 feet westerly from Broadway to a point 140 feet westerly from the intersection with S. Broadway;
- (8) Elizabeth Place, both sides, for the entire length;
- (9) South Franklin Street, east side, the entire length from Clinton Avenue to Brookside Avenue;
- (10) Gesner Avenue, both sides, from Piermont Avenue to a point 300 feet west of the eastern end of the street (edge of pavement of the dead-end) ;
- (11) Hamilton Place, south side, for the entire length;
- (12) Mansfield Avenue, north side, beginning from the intersection with South Broadway and continuing 50 feet in an easterly direction;
- (13) Piermont Avenue, east side, from Voorhis Avenue to Cedar Hill Avenue;
- (14) South Broadway, east side, from Clinton Avenue to Cornelison Avenue;
- (15) South Broadway, east and west side, from Cedar Hill Avenue to Clinton Avenue, Monday through Saturday;
- (16) South Broadway, west side, from Clinton Avenue south for a distance of 475 feet;
- (17) South Broadway, west side, starting at a point 95 feet north of the north side curblin of the New York State Thruway ramp and continuing for a distance of 20 feet, parking is permitted for vehicles with valid handicapped permits only;
- (18) Voorhis Avenue, both sides for the entire length, from Piermont Avenue to Depot Place; and
- (19) White Avenue, both sides, for the entire length.

Moreover, in order to establish 15-minute limits in the Hamlet, provide a new C.(2) In the Hamlet of South Nyack; and add:

- (1) Cedar Hill Avenue, south side, from Piermont Avenue to Broadway, except that for the first 15 feet of the parking area east of Broadway on the south side of Cedar Hill Avenue, parking will be permitted for 15 minutes only;

SECTION 7. Chapter 39, §12, “One-way streets and prohibited turns.” within this part of Town of Orangetown Town Code, add these standards for certain streets in the hamlet of South Nyack, as follows:

Provide a new G. In the Hamlet of South Nyack; and add:

- (1) College Avenue with a direction of travel proceeding downhill, beginning at a point in the center line of College Avenue (said point is 300 feet southeasterly measured along the center line of South Boulevard), thence running southerly, easterly, then northerly along College Avenue to Chase Avenue;
- (2) Chase Avenue with a direction of travel proceeding generally northerly between College Avenue and Prospect Avenue; and
- (3) Prospect Avenue, with a direction of travel proceeding downhill northerly, entire length.

SECTION 8. Brookside Municipal Parking Lot. Amend Town Code Chapter 24 ‘Parking Lots & Meters’, as follows, in order to affirm this lot is to be used for parking by residents and to affirm that there are standards for public parking for noncommercial vehicles at this property, with the legislative intent for this part to establish and affirm that there will be requirements for municipal parking permits in order to park at this location (criteria for the municipal parking permit is defined in §24-1.E.) and also as follows:

Amend Article I - Municipal Parking Lots, §24-1 “Permit parking in municipal parking lots”:

Subsection A. by adding the following clause so it now reads: The Town shall permit use of its Town parking lots for parking of motor vehicles located in the downtown Pearl River area and the Hamlet of South Nyack.

Subsection B. by breaking it into two parts and adding, after the first clause: “The municipal parking lots to which this section shall apply are the following Town-owned lots:”, and so it now has:

- (1) Pearl River: Parking Lot No. 1, located between East Washington Avenue and East Central Avenue; Parking Lot No. 2, located on the south side of William Street, south of Franklin Avenue; Parking Lot No. 3, located on the corner of East Washington Avenue and North William Street.
- (2) South Nyack: Brookside Avenue Surface Parking Lot on the South side of the street at 67 Brookside Avenue.

Also, amend and fix the current codification in Article I §24-3 “Penalties for offenses.”, by providing notation consistent with the rest of this Article, by adding A. Area of Town before the corrected (1);

Edit existing (1) changing the text before the table so that it reads:

For all ~~Pearl River~~ other municipal lot violations, the following fine schedule is applicable to the registered owner of the vehicle:

SECTION 9. Pursuant to and consistent with existing Town Chapter 39, Article I, Subsection § 39-5.1. ‘Fire lanes.’ Add N. and the recodify existing M. into N., and add the following new text for M. Hamlet of South Nyack (former Village of South Nyack). Pursuant to and consistent with existing Town Chapter 39, Article I, Subsection § 39-5.1. ‘Fire lanes.’, if within the hamlet of South Nyack there is a proposed site plan or site plan amendment, and prior plans running with the land show Fire Lanes designated on any portions of associated public streets or public rights of ways, the location and arrangement of such fire lanes shall be shown on all plan submissions and shall not be removed or extinguished except in compliance with any applicable Town zoning standards, or the New York State Uniform Fire Prevention & Building Code, whichever is more restrictive.

SECTION 10. Repeal Village Code Chapter 220 Parking.

SECTION 11. Repeal selected Village Code Articles or Sections from Chapter 310 ‘Vehicles & Traffic’. These parts applicable to the management and regulation of parking and circulation within the former Village of South Nyack are hereby repealed in their entirety for purposes of continuity in application of the Orangetown Town Code within the Hamlet of South Nyack (which was formerly the Village prior to its dissolution on April 1, 2022). There are either existing adequate standards in Town of Orangetown Town Code, or content is proposed to be included that adequately address such areas and present alternative standards for incorporation into Town of Orangetown Town Code as defined above:

- a. Chapter 310 Article I through Article IX;
- b. Chapter 310 Article XI; and
- c. Chapter 310 Articles XIII through XV.

SECTION 12. Numbering for Codification -

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

SECTION 13. Severability.

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

SECTION 14. Effective Date

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

TOWN OF ORANGETOWN
DRAFT LOCAL LAW NO. ____ OF 2023
AMENDING CHAPTERS 24 & 39 OF THE TOWN CODE ENTITLED “PARKING
LOTS & METERS” & “VEHICLES & TRAFFIC” OF THE TOWN CODE

_____, seconded by _____, introduced the following proposed local law, to be known as Local Law No. ____ of 2023, entitled “A LOCAL LAW OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK AMENDING CHAPTERS 24 & 39 Within South Nyack Hamlet.”

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(5) In the Hamlet of South Nyack; as follows:

(a) Specific locations on specific streets:

- i. Clinton Avenue, on the south side, west of South Franklin Street;
- ii. Cooper Drive, on the east side, between Clinton Avenue and White Avenue;
- iii. Division Avenue, on the north side, from Depot Place to South Broadway; ~~and~~
- iv. Shadyside Avenue, on the west side, from roughly 310 feet south of the Route 9W intersection, and extending further south for 320 feet.
- v. Washington Avenue, on the south side, between South Broadway and 75 feet north of Glen Byron Avenue.

(b) Overnight alternate-side-of-the-street parking is enabled on the following specific street segments in Orangetown, and as further described in Subsection (c), between the hours of 2:00 a.m. and 6:00 a.m. below, commencing on January 1, 2024.

- i. Brookside Ave. (an east-west street) between Cooper Drive and South Franklin Street;
- ii. Elysian (an east-west street) between Maple Street and Prospect Street; and
- iii. Washington Street (a north-south street) between Cedar Hill Avenue and Ross Avenue.

(c) Standards regulating overnight alternate-side-of-the-street parking.

- i. For those streets Subsection (b) above that are ascribed ‘North-south streets’, unless otherwise posted, parking shall be permitted between 2:00 a.m. and 6:00 a.m. on the east side of the street only on Sundays, Mondays, Wednesdays and Fridays, and on the west side of the street only on Tuesdays, Thursdays and Saturdays.
- ii. For those streets in Subsection (b) above that are ascribed ‘East-west streets’, unless otherwise posted, parking shall be permitted between 2:00 a.m. and 6:00 a.m. on the north side of the street only on Sundays, Mondays, Wednesdays and Fridays and on the south side of the street only on Tuesdays, Thursdays and Saturdays.
- iii. This section may be enforced by the police, parking aides, or Town code enforcement staff. Any person found guilty of a violation of this section shall be subject to a penalty as defined in the annually adopted Town Fee Schedule.

SECTION 4. Within Chapter 39, Article I, Subsection 39-5, “Prohibition of stopping, standing or parking in specified places” of the Town of Orangetown Town Code, add a subsection and criteria under a new subsection heading for the South Nyack hamlet. It will provide for the following prescriptions that will specifically designate prohibited parking areas. It will identify specific subsections or portions of streets where parking allowances for autos and/or other vehicles within the hamlet of South Nyack are expressly excluded, as follows:

Provide a new M. In the Hamlet of South Nyack; and recodify existing M as N, and then in M add:

- (1) Berachah Avenue, on east side, for its entire distance southerly from the intersection of Lowland Drive, and west side from 345- feet south of the intersection with Terrace Drive to a point 35 feet north of the northern edge of pavement on the western extending section of College Avenue;
- (2) South Broadway, on the east side, for a distance of 115 feet southerly from the intersection of the east side of South Broadway with the south side of Cedar Hill Avenue and for a distance of 75 feet on the west side of South Broadway southerly from the intersection of the west side of South Broadway with the south side of Cedar Hill Avenue;
- (3) South Broadway, on the east or west side, for a distance of 75 feet northerly and 75 feet southerly from the points formed by the intersection of the curblines of South Broadway and Clinton Avenue;

- (4) Brookside Avenue, north side, for a distance of 15 feet easterly from the intersection with Cooper Drive;
- (5) Brookside Avenue, north side, from the intersection of the curblin of the north side of Brookside Avenue with the west curblin of Depot Place for a distance of 25 feet westerly from the intersection of said curblines;
- (6) Brookside Avenue, north side, from the intersection of the curblin of the north side of Brookside Avenue with the east curblin of Depot Place for a distance of 25 feet easterly from the intersection of said curblines;
- (7) Cedar Hill Avenue, north side, the entire length from Piermont Avenue to Anna Street;
- (8) Cedar Hill Avenue, south side, for a distance of 72 feet westerly from the intersection west of South Broadway and 30 feet easterly from the intersection east of South Broadway;
- (9) Cedar Hill Avenue, south side, for a distance of 45 feet easterly from the intersection with Depot Place;
- (10) Cedar Hill Avenue, south side, for a distance of 50 feet easterly from the intersection with South Franklin Street;
- (11) Cedar Hill Avenue, south side, for a distance of 50 feet easterly from the intersection with Washington Street;
- (12) Clinton Avenue, south side, between South Broadway and South Franklin Street;
- (13) Clinton Avenue, both sides, west of South Broadway for a distance of 75 feet;
- (14) Cooper Drive, west side, between Clinton Avenue and White Avenue;
- (15) Depot Place, east side, entire length;
- (16) Depot Place, west side, from the intersection of the north curblin of Brookside Avenue with the west curblin of Depot Place for a distance of 25 feet northerly from the intersection of said curblin;
- (17) Division Avenue, south side, for a distance of 40 feet westerly from the intersection with South Broadway;
- (18) Elysian Avenue, north side, easterly from Franklin Street to Prospect Street;
- (19) South Franklin Street, both sides, from Cedar Hill Avenue to the Route 9W egress/ one-way exit onto South Franklin Street;
- (20) Glen Byron Avenue, west side, entire length;
- (21) Hamilton Place, north side, entire length;
- (22) Piermont Avenue, both sides, from Smith Avenue extending 1,045 feet southerly, which is the former location of the Village of South Nyack municipal boundary with the Village of Grandview;
- (23) Piermont Avenue, west side, from Cedar Hill Avenue westerly to a point 75 feet south of the south line of Voorhis Avenue;
- (24) Prall Place, both sides, between its intersection with the east side of South Broadway to its intersection with the west side of Piermont Avenue;

- (25) Salisbury Place, both sides, a distance of 350 feet easterly from the intersection with the east side of Piermont Avenue;
- (26) Shadyside Avenue, ~~west both sides~~, for a distance ~~312~~90 feet from the intersection with Route 9W;
- (27) Shadyside Avenue, east side, entire length;
- (28) Smith Avenue, north side, entire length;
- (29) Smith Avenue, south side, for a distance 215 feet easterly from the intersection with Piermont Avenue;
- ~~(30) Terrace Drive, west side, for a distance of 50 feet northerly from the point at which Berachah Avenue and Terrace Drive meet (a storm drain catch basin is a reference point);~~
- ~~(34)~~(30) Terrace Drive, west side, from 35 feet east/ southeast (downgradient) of Prospect Avenue extending uphill, or generally northwesterly, all the way to the South Highland Avenue/ South Boulevard intersection;
- ~~(32)~~(31) Voorhis Avenue, north side, the entire segment from South Broadway to Piermont Avenue.

SECTION 5. Chapter 39, Article I, Subsection 39-6, “Prohibition of parking on designated highways.” Within this subsection of the Town of Orangetown Town Code, add the following restricted parking areas, that will prohibit parking for autos and/or other vehicles within the hamlet of South Nyack, as follows:

Provide a new H. In the Hamlet of South Nyack: and add:

- (1) Chase Avenue, both sides, entire length;
- (2) College Avenue, both sides, entire length;
- (3) Highland Avenue, both sides, entire length;
- (4) Livingston Place; both sides, entire length;
- (5) Lowland Drive, both sides, entire length;
- (6) Prospect Avenue, both sides, entire length;
- (7) South Boulevard, both sides, from South Highland Avenue, extending to 1,255 feet south of the College Avenue intersection, which point was the former South Nyack municipal boundary line;
- (8) South Highland Avenue, both sides, from the intersection of Route 9W southerly to the Highland Avenue/ Terrace Drive intersection; and
- (9) Upland Drive, both sides, for its entire 0.28 mile length, from Highland Avenue in an easterly direction, to the intersection with South Boulevard.

SECTION 6. Chapter 39, Article I, Subsection 39-7, “Time Limitation on parking.” Within this subsection of the Town of Orangetown Town Code, add the following stipulations restricting the times allowed for parking of autos and/or other vehicles in certain areas within the hamlet of South Nyack, as follows:

In order to establish two-hour limits in the Hamlet provide a new A.(5) In the Hamlet of South Nyack: and add:

- (1) Brookside Avenue, both sides, from South Broadway to Franklin Street;:

- (2) Cedar Hill Avenue, south side, from South Broadway to Depot Place;
- (3) Clinton Avenue, both sides, west of South Franklin Street, between the hours of 9:00 a.m. and 5:00p.m.;
- (4) Clinton Avenue, north side, from South Broadway westerly to South Franklin Street;
- (5) Clinton Avenue, both sides, southerly from South Broadway east to the end of Clinton Avenue;
- (6) Depot Place, both sides, from Cedar Hill Avenue to Brookside Avenue;
- (7) Division Avenue, both sides, between the hours of 9:00 a.m. and 5:00 p.m., from Depot Place to South Broadway, with parking permitted for vehicles with valid handicapped permits only on south side, from a point 120 feet westerly from Broadway to a point 140 feet westerly from the intersection with S. Broadway;
- (8) Elizabeth Place, both sides, for the entire length;
- (9) South Franklin Street, east side, the entire length from Clinton Avenue to Brookside Avenue;
- (10) Gesner Avenue, both sides, from ~~Piermont Avenue to a point 300 feet west of the eastern end of the street (edge of pavement of the dead-end) to a point 225 feet west thereof until the hour of 8:30 p.m.;~~
- (11) Hamilton Place, south side, for the entire length;
- (12) Mansfield Avenue, north side, beginning ~~from the intersection with South Broadway and continuing 50 feet in an easterly direction;~~
- (13) Piermont Avenue, east side, from Voorhis Avenue to Cedar Hill Avenue;
- (14) South Broadway, east side, from Clinton Avenue to Cornelison Avenue;
- (15) South Broadway, east and west side, from Cedar Hill Avenue to Clinton Avenue, Monday through Saturday;
- (16) South Broadway, west side, from Clinton Avenue south for a distance of 475 feet;
- (17) South Broadway, west side, starting at a point 95 feet north of the north side curblin of the New York State Thruway ramp and continuing for a distance of 20 feet, parking is permitted for vehicles with valid handicapped permits only;
- (18) Voorhis Avenue, both sides for the entire length, from Piermont Avenue to Depot Place; and
- (19) White Avenue, both sides, for the entire length.

Moreover, in order to establish 15-minute limits in the Hamlet, provide a new C.(2) In the Hamlet of South Nyack; and add:

- (1) Cedar Hill Avenue, south side, from Piermont Avenue to Broadway, except that for the first 15 feet of the parking area east of Broadway on the south side of Cedar Hill Avenue, parking will be permitted for 15 minutes only;

SECTION 7. Chapter 39, §12, “One-way streets and prohibited turns.” within this part of Town of Orangetown Town Code, add these standards for certain streets in the hamlet of South Nyack, as follows:

Provide a new G. In the Hamlet of South Nyack; and add:

- (1) College Avenue with a direction of travel proceeding downhill, beginning at a point in the center line of College Avenue (said point is 300 feet southeasterly measured along the center line of South Boulevard), thence running southerly, easterly, then northerly along College Avenue to Chase Avenue;
- (2) Chase Avenue with a direction of travel proceeding generally northerly between College Avenue and Prospect Avenue; and
- (3) Prospect Avenue, with a direction of travel proceeding downhill northerly, entire length.

SECTION 8. Brookside Municipal Parking Lot. Amend Town Code Chapter 24 ‘Parking Lots & Meters’, as follows, in order to affirm this lot is to be used for parking by residents and to affirm that there are standards for public parking for noncommercial vehicles at this property, with the legislative intent for this part to establish and affirm that there will be requirements for municipal parking permits in order to park at this location (criteria for the municipal parking permit is defined in §24-1.E.) and also as follows:

Amend Article I - Municipal Parking Lots, §24-1 “Permit parking in municipal parking lots”:

Subsection A. by adding the following clause so it now reads: The Town shall permit use of its Town parking lots for parking of motor vehicles located in the downtown Pearl River area and the Hamlet of South Nyack.

Subsection B. by breaking it into two parts and adding, after the first clause: “The municipal parking lots to which this section shall apply are the following Town-owned lots:”, and so it now has:

- (1) Pearl River: Parking Lot No. 1, located between East Washington Avenue and East Central Avenue; Parking Lot No. 2, located on the south side of William Street, south of Franklin Avenue; Parking Lot No. 3, located on the corner of East Washington Avenue and North William Street.
- (2) South Nyack: Brookside Avenue Surface Parking Lot on the South side of the street at 67 Brookside Avenue.

Also, amend and fix the current codification in Article I §24-3 “Penalties for offenses.”, by providing notation consistent with the rest of this Article, by adding A. Area of Town before the corrected (1);

Edit existing (1) changing the text before the table so that it reads:

For all ~~Pearl River~~ other municipal lot violations, the following fine schedule is applicable to the registered owner of the vehicle:

SECTION 9. Pursuant to and consistent with existing Town Chapter 39, Article I, Subsection § 39-5.1. ‘Fire lanes.’ Add N. and the recodify existing M. into N., and add the following new text for M. Hamlet of South Nyack (former Village of South Nyack). Pursuant to and consistent with existing Town Chapter 39, Article I, Subsection § 39-5.1. ‘Fire lanes.’, if within the hamlet of South Nyack there is a proposed site plan or site plan amendment, and prior plans running with the land show Fire Lanes designated on any portions of associated public streets or public rights of ways, the location and arrangement of such fire lanes shall be shown on all plan submissions and shall not be removed or extinguished except in compliance with any applicable Town zoning standards, or the New York State Uniform Fire Prevention & Building Code, whichever is more restrictive.

SECTION 10. Repeal Village Code Chapter 220 Parking.

SECTION 11. Repeal selected Village Code Articles or Sections from Chapter 310 ‘Vehicles & Traffic’. These parts applicable to the management and regulation of parking and circulation within the former Village of South Nyack are hereby repealed in their entirety for purposes of continuity in application of the Orangetown Town Code within the Hamlet of South Nyack (which was formerly the Village prior to its dissolution on April 1, 2022). There are either existing adequate standards in Town of Orangetown Town Code, or content is proposed to be included that adequately address such areas and present alternative standards for incorporation into Town of Orangetown Town Code as defined above:

- a. Chapter 310 Article I through Article IX;
- b. Chapter 310 Article XI; and
- c. Chapter 310 Articles XIII through XV.

SECTION 12. Numbering for Codification -

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

SECTION 13. Severability.

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

SECTION 14. Effective Date

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



SOUTH NYACK PARKING STUDY & RECOMMENDATIONS

TOWN OF ORANGETOWN

August 2023

Laberge
ENGINEERING
ARCHITECTURE



Group
SURVEYING
PLANNING

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SOUTH NYACK HAMLET PARKING STUDY

ACKNOWLEDGMENTS

The Town Board and Laberge Group would like to recognize and thank the many people whose assistance has made the completion of this project a reality.

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PROJECT PURPOSE & NEED

Project Purpose

This Parking Study analyzes the Hamlet of South Nyack's transportation environment. Specifically, it assesses potential to generate adequate automobile parking options in this 0.6 square mile area while supporting complete streets, traffic safety, and highways management. The Hamlet recently became part of incorporated Orangetown, so this plan makes recommendations to supply and manage parking on public streets and at one municipal lot in South Nyack. Importantly, this plan presents regulations for parking and managing streets in this Hamlet which complement the existing Town regulatory framework.

The proposed policies are organized to fit with the Town's vehicle and traffic and parking laws, at the same time they generate an efficient and effective framework for operating these new Town streets and municipal parking lot. A voter referendum formally dissolved the Village of South Nyack effective April 1, 2022 and folded it into the Town. Thus, the sole focus is on South Nyack and forging a parking scheme that integrates the Hamlet's operations within the Town's administrative structure. By defining the Hamlet population conditions and existing street and parking characteristics, and comparing Village and Town parking criteria, details are gathered to inform analysis of the supply and demand for parking and methods for regulating it. Using this contextual analysis, this Study presents local laws for Hamlet parking for incorporation into the Town code.

This Study is guided through involvement from a set of assigned Town officials. It is also informed by public input gathering from interested community residents, business and property owners, including select stakeholders contacted during the course of assessing parking needs. These parties helped identify needs, issues and their dimensions, and options, so all recommendations are optimally tailored. This was accompanied by parking supply and demand and analysis. Furthermore, the Study examines alternatives and it considers guidance in the Draft Comprehensive Plan. It provides for balanced parking regulations which support resident's needs for public parking, at the same time it enables safety, fiscal balance and effective and consistent operation and maintenance of South Nyack's streets and parking.



Image 1. Streetscape is a vital part of the Hamlet

Project Context & Need

Parking has always been at a premium in South Nyack. There exist significant parking issues in the area of the former Village between the Thruway and the Hudson River. There are also constraints in the street network on the hillside west of Route 9W which inhibit on-street parking. West of the State highway and interstate, parking on private properties is constrained by ledge and topography and inherent challenges in establishing driveways. When there is expansion of driveways and parking stalls onsite, it can cause undesirable effects on public safety and access and it can impact drainage, or community appearance. Attempts at zoning solutions have not worked well. At the same time, it is challenging to provide on-street parking due to some limiting physical qualities of existing streets, which are generally narrow and where a sizable part of this grid also lacks sidewalks.

Chapter 310 of Village Code restricts overnight parking. However, there was not strict enforcement of that policy. Residents throughout the Village did park on-street overnight at all times of year. The Village had a highly informal practice whereby residents could call-in daily to the former Village police department. When callers indicated they needed to park overnight, they were extended a courtesy and not issued a ticket for a parking infraction. This creates an issue relative to overnight parking in winter months, which is addressed in this Parking Study, since the Town generally does not allow overnight parking on public streets November 15 to April 15.

A constrained parking supply is also influenced by the fact there are significant residential properties without driveways, or highly limited driveways. This translates into a significant number of one-, two- and three-family structures, and smaller apartment structures, where homes have insufficient onsite parking.

While parking has always been a challenge for South Nyack residents, some believe constrained supplies in the Hamlet have been exacerbated by the popularity of the new Shared Use Path that connects the Governor Mario Cuomo Bridge directly with the Hamlet. Yet, it is not readily apparent weekend tourism is driving this problem, but the Study does suggest ways to provide for quality and safe parking surges on peak weekends, or when there are events in Nyack where the attendees are parking on Hamlet streets and elevating demand.

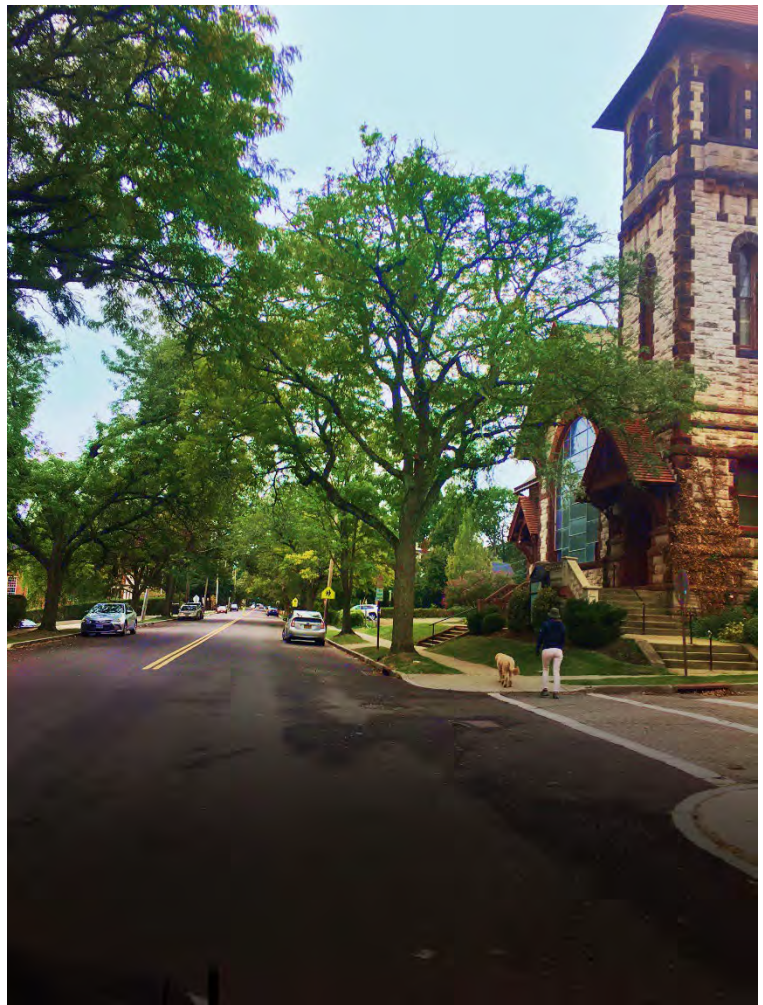


Image 2. Looking southerly on South Broadway from near Cedar Hill Ave.

Study Approach & Organization

As illustrated on Map 1, the Project target area is the whole former Village of South Nyack. Using this geographic frame supports a purpose to establish parking policies for the Hamlet which fit with the Town's existing parking and vehicle and traffic management framework. Using this scope is also straight forward because the Hamlet predominantly consists of residential land use. This relates to the objective to derive overnight parking solutions and address limited and constrained driveways and parking onsite on properties in many parts of the Hamlet.

This Study provides a Hamlet profile containing a range of assembled information intended to aid in the assessment of context and development of parking solutions. It also extensively describes existing policies of the Town and the former Village, and presents proposed laws that provide for integration of parking policies and standards for the Hamlet into the Towns Code.

A Steering Group was established composed of Town staff and which acted as a sounding board and source of information assembled used in guiding this planning. Key informant interviews and a direct referral and consultation with the Town's Traffic Advisory Board (TAB) were also used in vetting recommendations and policy standards proposed by this Parking Study.

Parking demand analysis is conducted to inform the level of overnight parking need and assess the total number of autos appearing to require overnight parking. It is an objective to establish a balance and not too large of a supply of parking on-streets, with about 15% more on-street parking stalls than may actually be needed. Yet, there was not a rigorous count of all on-street stalls. Nor has there been a direct count of vehicles registered, or parked on-streets overnights. The Study is informed through some direct observation of general evening, weekend, and weekday daytime parking conditions. There is an overriding goal for public safety, so there is safe passage and maneuverability available on public streets, and also so parking on small lots with high rates of existing building coverage are not so crowded it may hamper access to, or evacuation of, a particular property.

Some parties consulted feel there is routine parking overflow, whereby some Village of Nyack residents end-up taking advantage of regulations to park in the Hamlet. Yet, observations of amounts of parked vehicles on-street along Elysian Avenue, Division Street, and northerly portions of Piermont Avenue, or South Broadway, compared with other portions of the Hamlet, appear to confirm there does not appear to be disproportionately more parked vehicles in late evenings/ overnight closer to Nyack's core.

While resident parking permits are a tool available for managing external demand for parking on local streets, this type of scheme does not fit with the policy framework used in the rest of the Town where there is no such resident permit parking framework.

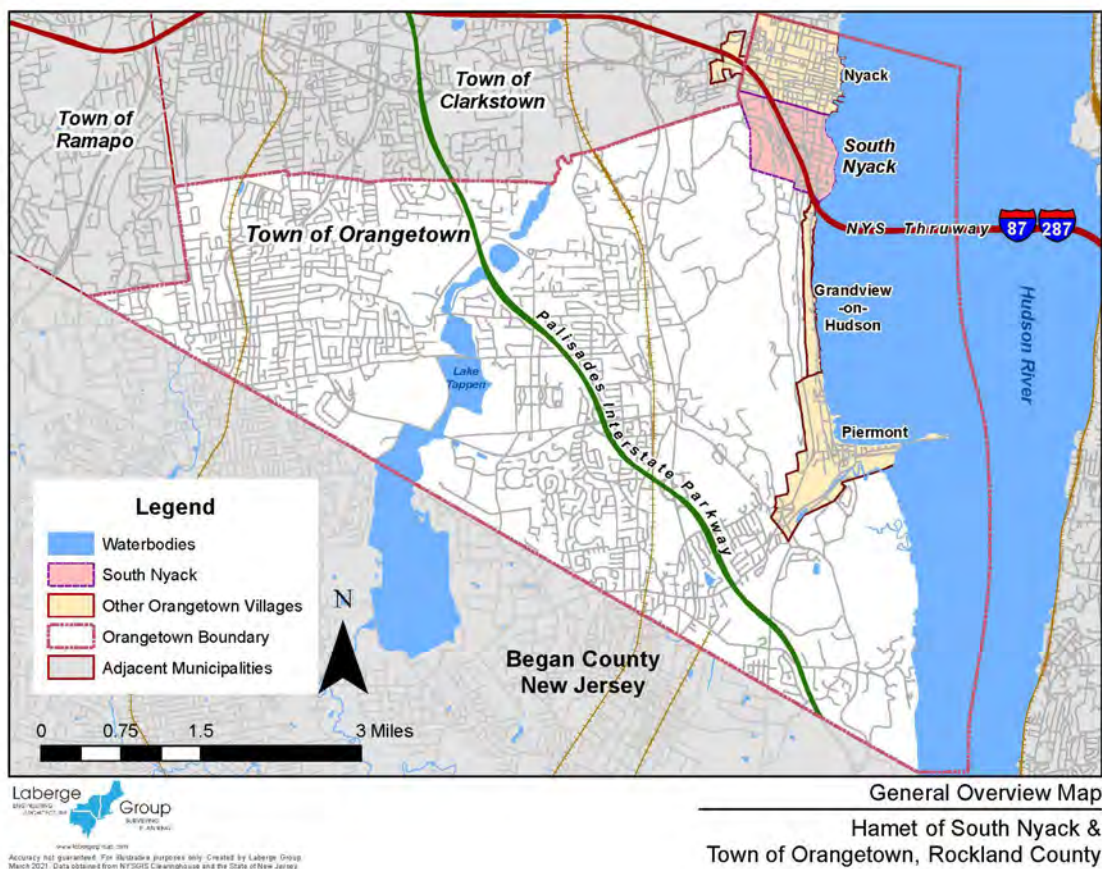
This Study provides limited analysis of existing or potential parking fees and expansion of the potential use of parking meters. It is noted that parking technology is changing rapidly. If there were a choice to institute on-demand overnight meter parking, this might provide a straight-forward method of regulation. It could ensure that people who need to use the street for parking are ones who are more directly likely to carry a proportionate burden of the cost for the Town to supply parking. Outside of overnights, the only locations where parking meters may be cost-effective to install would be on northerly edges of the Hamlet by Nyack's waterfront park and its downtown.

HAMLET/ COMMUNITY PROFILE

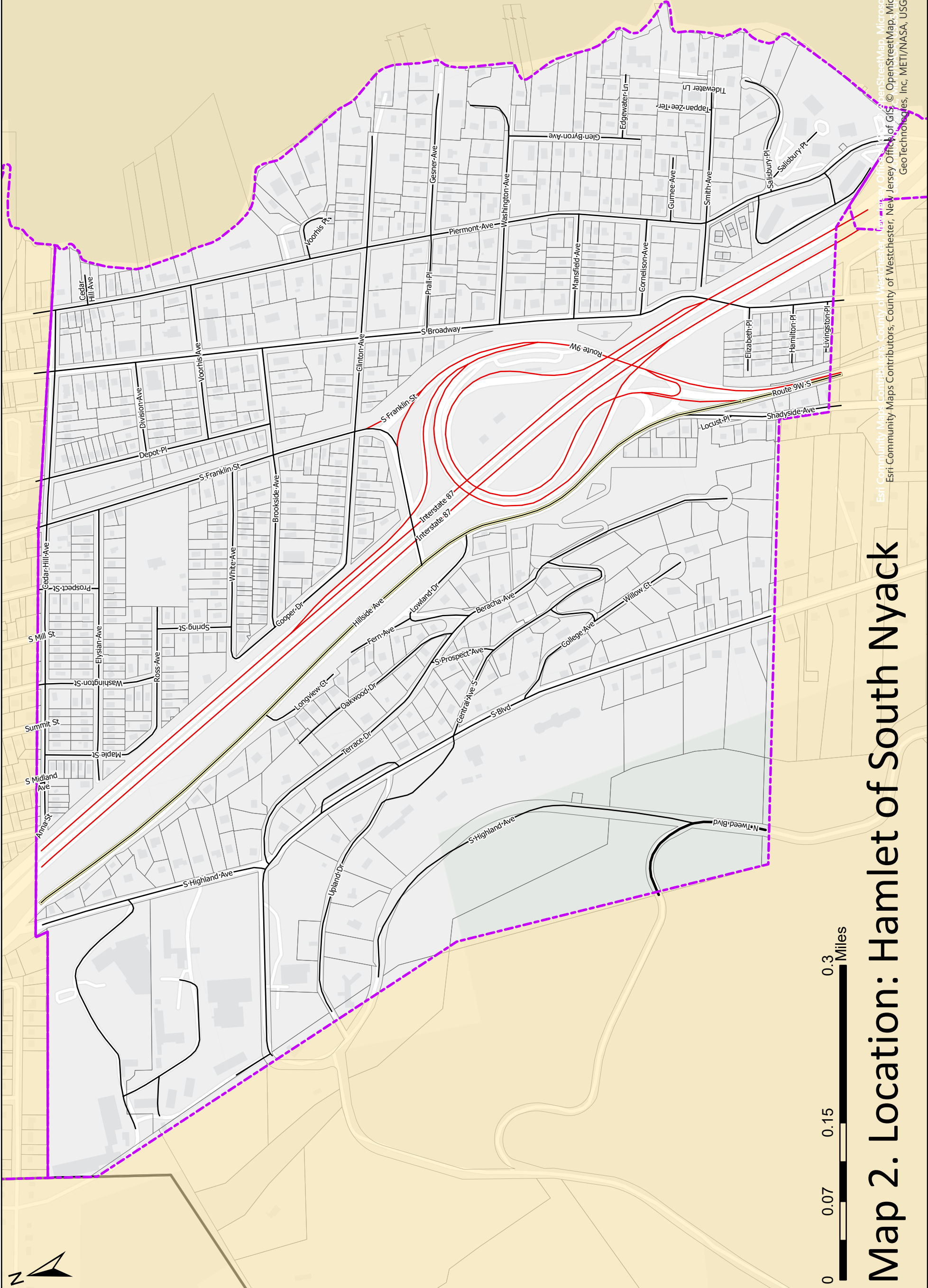
An examination of the Hamlet community and economy informs understanding about context and the ways that parking occurs now. Likewise, examining characteristics of street infrastructure and the Hamlet's features provides insight into the transport environment and possible ways to influence demand for parking and the management of parking and circulation. The next major section examines policies of the Town and of the former Village. This policy analysis is undertaken to aid understanding about ways that parking is regulated now, as well as to identify objectives for circulation and parking, and as a means to inform the potential to establish parking standards for the Hamlet, in a way that will compatibly integrate with the Town's parking regulatory framework, plus support the need for safety and adequate public parking for Hamlet residents.

Location & Regional Setting

Map 1. General Overview Map



A defining feature of the Hamlet's land surface is Interstate Route 87/287, which bisects the community. The south-eastern corner of the Hamlet includes the approach to the Governor Mario Cuomo Bridge that crosses the Hudson River. The Hamlet is bounded almost entirely on the north by the Village of Nyack. The Town of Orangetown surrounds the western and southern side, although the Village of Grandview does border the southeast corner of the Hamlet, just south of the 87/287 highway right of way and bridge approach.



Map 2. Location: Hamlet of South Nyack

Hamlet Description

As shown in the Location Map, South Nyack is framed by the Hudson River shoreline on the east. Its defining transport feature is the NYS Thruway Route 87/ 287. There are cloverleaf interchanges providing access onto 87/ 287 from US Route 9W, which is immediately adjacent to the west, and which connect from the Hamlet’s street grid. There is a higher intersection density by the Village of Nyack on the north side of Cedar Hill Avenue. In this grid, a main east-west running street is Clinton Avenue, but there are limited east-west running streets, perhaps by nature of topography and the Hudson River. The main north-south streets are: South Broadway, Piermont Ave., and South Franklin Street east of the Thruway, and South Highland Avenue and South Boulevard on the opposite side.

Population, Demographics & Housing Conditions

Population, population densities, and other demographic, housing, and geographic attributes can be used to define the living situations in South Nyack. This information can provide insight into factors that influence parking demand within the Hamlet area and the broader community.

Table 1. Municipal Characteristics Summary, displays features of population and households using US Census data. As shown in Table 1, in 2020, the point of the last 10-year direct count of population, there were 2,699 residents in the 0.6 square mile land area in the Village of South Nyack. The Town of Orangetown has 48,655 residents in the 24.1 square mile Town land area that included all of four incorporated villages.

Table 1. Municipal Characteristics Summary

	Former Vil- lage of So. Nyack	Town of Or- angetown
Population (2020)¹	2,699	48,655
Land Area (square miles)²	0.6	24.1
Population per square mile, derived	5,645	2,042
Households (2015-2019 ACS)³	1,197	17,711
Median household income (2021 ACS)	\$105,000	\$128,699
<i>Notes:</i> 1. Per US Census: 2020 direct Population Counts. 2. 2010 US Census 3. For Village, estimated housing units is per ACS data. For the Town, the estimate is for ‘households’. 4. 2021 American Community Survey 5-Year Estimates		

Orangetown has a lower population density than the Village at 2,042 persons per square mile in Town, and 5,645 persons per square mile in the Village. Median household income data from the American Community Survey (ACS) of the US Census shows Town household incomes slightly above those typical in the Village. These demographic and socio-economic data depicted for recent points involve estimates, since the US Census direct counts of population are only collected periodically on a ten-year basis and the most recent direct population counts data available are for 2010 and 2020. The depictions in this table do not take into account any approved, proposed, or pending development projects following the 2010 base data points used in the estimations.

In South Nyack there is greater ethnic and racial diversity than in the broader Town. For example, 28.0% of residents spoke a language other than English at home in South Nyack, while per the ACS 22.9% of Town residents spoke a language other than English at home.

According to the ACS, in 2021, per a five-year average, the home ownership rate among occupied housing units in the then Village was 59.7%. Meanwhile, the proportion of occupied housing units that were rental tenure was 40.3%. This rental housing supply in the Village is larger than in the Town, as the owner-occupied housing unit rate in the Town is 72.0%, which means the rental portion is 28.0%.

In the Village, 83.5% of persons lived in the same house one-year earlier. This is lower compared with the 5-year average, from 2017 to 2021, for 90.5% of persons living in the same home 1-year earlier in the Town. Since there is a slightly higher turnover in residential occupancy in the Hamlet, this is an indicator that it probably can be advantageous to promote understanding about the on-street parking regulations within this area.

Table 2. Former Village Housing Mix: Units in Structure (Occupied & Unoccupied Units)

Type	Number	Percent
1-unit, detached	540	45.1%
1-unit, attached	16	1.3%
2 units	127	10.6%
3 or 4 units	226	18.9%
5 to 9 units	73	6.1%
10 to 19 units	54	4.5%
20 or more units	161	13.5%
Mobile home, RV, etc.	0	0.0%
Total housing units	1,197	100.00%

Source: <https://data.census.gov/table?q=south+nyack&t=Housing+Units&tid=ACSDP5Y2021.DP04&moe=false>

Considering the mix of housing estimated per the ACS, in 2021, just before the Village was dissolved, 46.4% of units were estimated as single-family. This means that most properties in the Hamlet have two or more units on them. Also, per the ACS, in 2021, the Average Household Size of the owner-occupied units was 2.15 persons. At the same point, Average Household Size of renter-occupied units was 2.03.

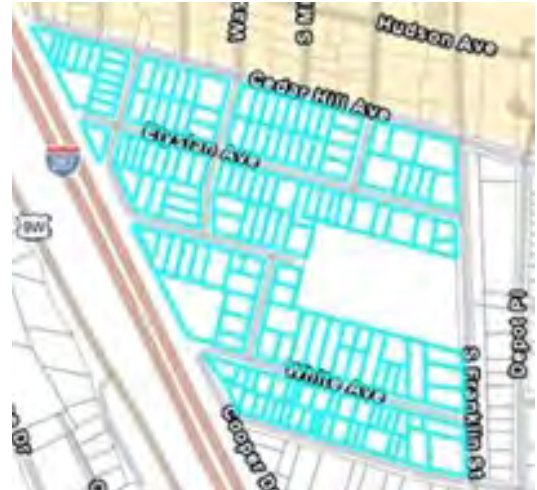
Land Use

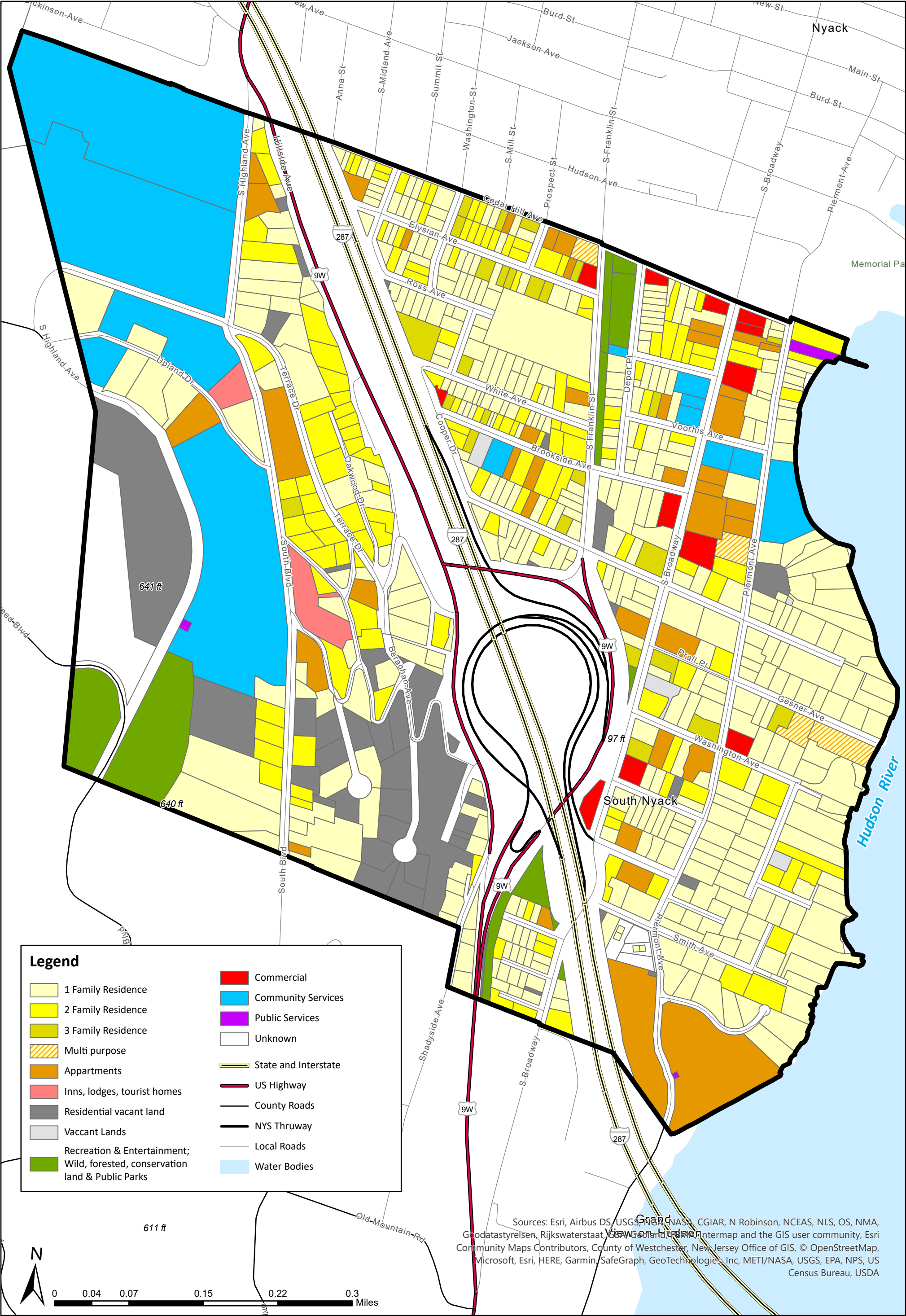
The Village is an urbanized area. It is predominantly residential in character. Commercial and community services uses, such as religious land uses, are located along the Village's primary transportation corridors, South Broadway and Piermont Ave. There are also significant community service uses, such as the middle school, located west of I-287, and fronting on South Highland Avenue. The former Nyack College is also situated on a western hillside where it fronts on South Boulevard; most of its buildings are currently vacant.

The parcels in the Village are on-average small. They are often a quarter-acre in size or less, meaning they are 10,890 square feet or smaller. This is particularly the case for parcels situated between South Broadway and I-287. Overall, based on analysis of the whole parcel database for the Hamlet, the average parcel size is 16,920 square feet. This figure of 0.39 acres per lot excludes the portion of the Town within roadways.

Yet, in parts of the Hamlet lot sizes are much smaller. For instance, average lot size is 5,473 square feet, or 0.13 acres, in a set of 166 lots east of the Thruway and west of So. Franklin Street. In this area bounded by Cedar Hill Ave. on the north and Brookside Avenue in the south most parcels are even smaller, since the median lot size for these 166 parcels is 4,525 square feet. This set does not include a large lot with a single house fronting on South Franklin Street.

On the hill west of Route 9W, in a polygon bordered by South Highland Ave. and South Boulevard on the west and encapsulating 88 lots north of College Avenue, average lot size is 15,203 square feet, or 0.35 acres. The median lot size for these 88 parcels is 12,203 square feet (0.28 acre). Half of this set are 12,203 square feet or smaller; yet, steep topography means there often is not any, or at least there is highly limited, flat or gently sloping areas onsite which may be assigned for driveways or parking.





Map 3. Land Use Map

 Hamlet of South Nyack, Town of Orangetown Rockland County, NY

Table 3. Land Use Summary of the Hamlet of South Nyack

Land use	Acres	%
1 Family Residential	114.83	38.8
2 Family Residence	33.35	11.3
3 Family Residence	5.16	1.7
Multipurpose	2.34	0.8
Residential Vacant Land	27.77	9.4
Vacant Land	0.93	0.3
Apartments	22.8	7.7
Commercial	6.77	2.3
Community & public Services	57.5	19.5
Recreation & Entertainment; Wild, forested, conservation land; & Public Parks	24.16	8.2
Total	295.61	100%

As shown on **Map 3 Land Use Map**, the most prevalent residential lot type is 1-Family. There is also a high proportion of 2- and 3-family parcels.

The highest land use densities center around Piermont/ Salisbury Avenues, where there is apartment high- and mid-rise housing by Route 87/287. There is also moderate density in the vicinity of White Avenue with its mix of housing types including 2- and 3-family, single-family and small apartments. As discussed previously, there are small lot sizes between Brookside Avenue and Cedar Hill Avenue accompanied by this prevalence of 2- and 3-family units. It appears there is high on-street parking demand in that area, but this type demand is not reported by the River Edge or Salisbury Point apartment complexes, presumably because there is onsite parking at these locations.

Onsite Parking Conditions

Considering property dimensions across the Hamlet, there typically are constrained onsite parking conditions. This is largely because the lots are small and structures cover most of the lot. For many residential properties, there is often limited space allocated for driveways, forcing residents to rely on on-street parking and some parcels altogether lack driveways. Also, when there are driveways, these are typically quite narrow, often on the order of 10 to 12 feet wide, which only allows for parking of vehicles in a way that parked cars are stacked. Furthermore, driveways that do exist are often short, frequently not carrying deep into a lot. Additionally, many of the streets in the Hamlet are narrow. Yet, when cars park on the adjacent streets, vehicle circulation can become very constrained.



Image 3. Examples of houses on northern Brookside Avenue lacking any driveways at all.



Image 4. The Driveways on Elysian often are narrow and shallow, and do not extend far into lots.

Elysian Ave. and Brookside Ave., as shown in pictures with maps above, display tiny lots with no or limited parking space on sites with houses, including multifamily units. Structures on Elysian Avenue were built as early as 1868 and the latest is built in 1970, with most built before the 1930s. Often residents only have the option to park their cars on-street, especially when there may be two or more autos associated with a home. More than half of residences on these streets are 2-family residences, 3-family residences, or apartments. There is a higher density of units in

these areas with a high number of users who own cars seeking to park on a limited available supply of parking onsite. This appears to translate into some demand for access to the public parking lot. It also translates into demand for the supply of parking available on the streets.

West of the Thruway, a limited availability of driveways or parking within lots relates more to the hillside environment and on-average steep and rapidly changing topography. This combines with typically narrower and curvilinear roads, often with widths of less than 20 feet from curb to curb without shoulders. In the Hamlet's west side, it is often infeasible to provide additional parking on properties due to grade and topography.

Street Inventory

The origin of the Hamlet grid dates back over 200 years. The street network that has evolved has narrow widths measured from inside curb to inside curb. This inhibits an ability to easily supply parking and at the same time easily and readily provide for routine highway maintenance as well as clearance of snow and ice. Table 4 provides an inventory of South Nyack's public, locally controlled streets as supplied by the Town Highway Superintendent.

As shown in Table 4, there are five functional class 17 streets in the Hamlet: Cornielison Ave; Piermont Ave; South Broadway; South Boulevard; and South Highland Avenue. These higher-order streets encompass 2.08 miles, or one-quarter (24.9%) of all local streets. The average curb-to curb width of functional class 17 streets, which are generally more trafficked, is 30.2 feet wide. South Boulevard is the narrowest of these as measured at 25 feet. The longest and widest is South Broadway at 35 feet (Cornielison Ave. – a 0.09 mile double-yellow centerline connection between Piermont Avenue and South Broadway – is also 35 feet).

The other 36 local Town roads, which are all functional class 19, cover a remaining 6.26 miles. These have an average curb-to-curb width of 23 feet.

Table 4. South Nyack Hamlet Roads, Curb-to-Curb Widths, Functional Class & Lengths

Road Name	Section Start	Section End	Curb-to-Curb Width (Feet)	NYS DOT Functional Classification	Length (Miles)
Berachah Ave	Terrace Dr.	End	20	19	0.30
Brookside Ave	S Broadway	Cooper Drive	27	19	0.27
Cedar Hill Ave	Piermont Ave	Anna St	28	19	0.50
Chase Ave	College Ave	South Blvd	17	19	0.16
Clinton Ave	Dead End	Cooper Drive	28	19	0.41
College Ave	South Blvd	Chase Ave	15	19	0.26
Cooper Dr	Clinton Ave	White Ave	25	19	0.14
Cornielison Ave	S Broadway	Piermont Ave	35	17	0.09
Depot Place	Cedar Hill Ave	Brookside Ave	27	19	0.22
Division Ave	S Broadway	Depot Place	28	19	0.09
Edgewater Lane	Glenbyron Ave	Dead End	20	19	0.06
Elizabeth Place	S Broadway	Dead End	30	19	0.06
Elysian Ave	S Franklin Street	End	29	19	0.26
Franklin St	Cedar Hill Ave	US 9W	24	19	0.36
Gesner Ave	Piermont Ave	Dead End	25	19	0.15
Glenbyron Ave	Washington Ave	Edgewater Lane	20	19	0.13
Gurnee Ave	Piermont Ave	Dead End	20	19	0.06
Hamilton Place	S Broadway	Dead End	22	19	0.06
Livingstone Place	S Broadway	Dead End	12	19	0.05
Lowland Drive	US 9W	Terrace Dr	22	19	0.16
Mansfield Ave	S Broadway	Piermont Ave	27	19	0.10
Maple Street	Ross Ave	Cedar Hill Ave	29	19	0.12
Piermont Ave	Grandview Vill	Cornielison Ave	28	17	0.26
Piermont Ave	Cornielison Ave	Cedar Hill Ave	27	19	0.12
Prall Place	S Broadway	Piermont Ave	17	19	0.09
Prospect Ave	Chase Ave	Terrace Dr	12	19	0.06
Prospect Street	Elysian Ave	Cedar Hill Ave	27	19	0.57
Ross Ave	Spring Street	Maple Ave	26	19	0.11
South Broadway	Cedar Hill Ave	Grandview Vill L	35	17	0.74
Salisbury Lane	Piermont Ave	Dead End	21	19	0.13
Smith Ave	Tappansee Terr	Dead End	20	19	0.17
South Blvd	S Nyack VL	South Highland	25	17	0.55
South Highland	US 9W	So. Nyack FVL	28	17	0.44
Spring Street	White Ave	Ross Ave	28	19	0.07
Tappansee Terr	Smith Ave	Dead End	20	19	0.05
Terrace Drive	South Highland	Berachah Ave	19	19	0.32
Upland Drive	South Highland	South Blvd	17	19	0.28
Voorhis Ave	Piermont Ave	Depot Place	27	19	0.15
Washington Ave	Broadway	Glen Byron Ave	26	19	0.18
Washington St	Ross Ave	Cedar Hill Ave	26	19	0.11
White Ave	S Franklin Street	Cooper Drive	29	19	0.18
		Summary			8.34

Source: NYS Department of Transportation – 2021 Local Road Listing with street width measurements supplied by Orangetown Highway Superintendent – February 2023

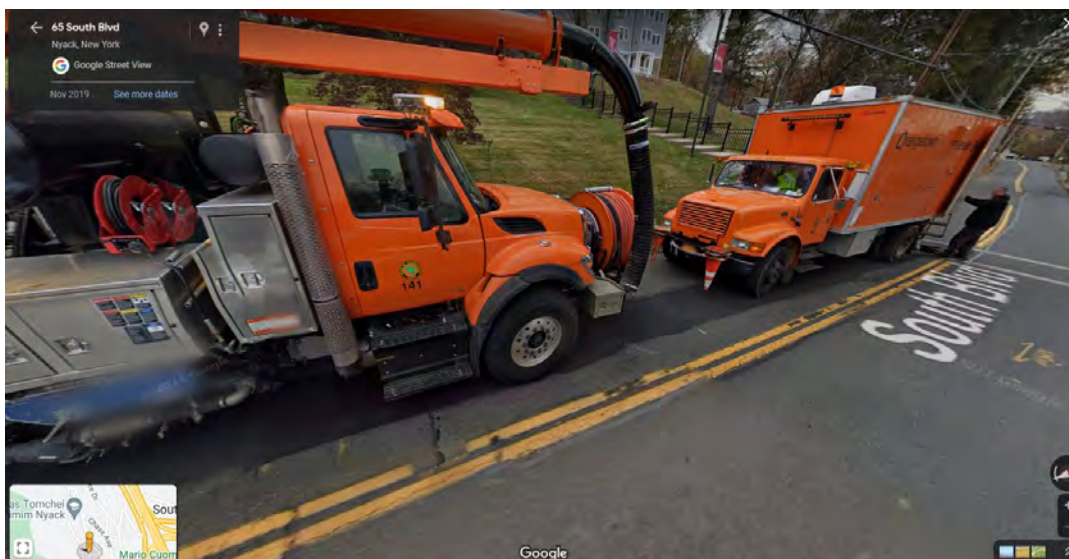


Image 5. Narrow travel lane and no shoulder on South Blvd on the western hillside (Google Street-view).

Traffic Volumes Information

There was not any traffic study made available for the former Village, or supplied by the Town, with data on traffic volumes, speeds, or other factors. The NY State Department of Transportation (NYSDOT) Traffic Data Viewer does depict some information on Average Annual Daily Traffic (AADT) on area roads, as illustrated in Table 5.

Table 5. Average Annual Daily Traffic (AADT) on Area Roads: Combined Totals

Station	Street	Segment Analyzed Ends	AADT	Truck Trip %
856056	South Broadway	from Cedar Hill Ave to Grandview Vill (Functional Class: 17)	2,398	2
855379	Voorhis Ave.	from Piermont Ave to Depot Pl (Functional Class: 19)	169	5
850652	US9W	from Rt I87 Under to Rt 59 Nyack (Functional Class: 14)	6,047	3
851253	So. Highland Ave	from US 9W to Orangetown Line (Functional Class: 17)	3,873	2
851225	South Blvd.	from Old Mountain Rd S to So Highland Ave (Functional Class: 17)	3,471	1
855375	Lowland Drive	from US 9W to Terrace Dr (Functional Class: 19)	269	5
855377	Shadyside Ave.	from US 9W to Orangetown Line (Functional Class: 19)	695	5
851252	Cornielison Ave.	from S Broadway to Piermont Ave (Functional Class: 17)	1,732	6
855378	Smith Ave.	from Tappansee Terr to Dead End (Functional Class: 19)	87	5
Source: NYSDOT Traffic Data Viewer – as accessed on January 11, 2023. All data captured is labeled as 2019 Estimates				

Four of the five functional class 17 local streets are shown in Table 5. South Highland Avenue on the Hamlet's western flank is the highest volume local street with 3,873 trips per day. Many of these trips likely continue from, or onto, South Blvd., as volumes on this street closely match at 3,471 trips. As per Table 5, these streets have low truck trips as a portion of total volume with 2% and 1% respectively. Meanwhile, Shadyside Avenue and Lowland Drive have one-fifth of the respective volumes of those routes, but higher proportions of truck trips at 5% each.

East of 287/87, the volumes on the local roads is generally lower, with 2,398 trips on the South Broadway spine, and 1,732 trips on east-west running Cornielison Ave. The latter serves to link Piermont, and South Broadway.

As reported on NYSDOT's streets database (not shown), vehicular speeds (Average Speed Miles per Hour (MPH) – DHV) range between 15 to 35 MPH. For regional surface routes, like 9W, the orientation to a more "arterial" purpose means roads like this carry on-average higher speeds, at an average somewhere around 40 MPH.

Sidewalks

For this Study, there was not an exhaustive inventory made in terms of which streets contain sidewalks. It is generally the case there are not sidewalks evident in the Hamlet street network west of Route 9W (Hillside Ave.), while there are sidewalks extending over a majority of the local streets grid that is situated east of that Route.

Streets without sidewalks are a consideration in planning parking and prescribing parking policy, or other parking actions, because streets without sidewalks generate a different and generally higher potential for walkers to be using a street's shoulders. Depending on the particular characteristic of a street, there may even be pedestrians using the main travel lanes for achieving mobility. In such contexts, it is necessary to provide planning-level consideration as to whether and how allowing on-street parking may influence walking and the safety of these public street users.

Examples of Streets lacking sidewalks in the westerly Hamlet's grid include: Berachah Ave.; Chase Ave.; College Ave.; Lowland Dr.; Prospect Ave.; Terrace Dr.; and Upland Dr. Much of South Blvd also does not have sidewalks, plus when there are sidewalks on it, often they are highly constrained and narrow. When there are private streets linked off these routes, they typically have narrow areas of pavement, tight turns and also do not contain sidewalks.



Image 6. Lowland Dr. & Terrace Dr. Intersection (source: Google Streetview)

Street Maintenance & Operations

The Town indicates their larger trucks with plow blades require 12 feet clearance. The Hamlet area is comprised of two plow zones based on Town-configured snow and ice removal routes.

Another aspect of maintenance provided by the Town involves sweeping streets. When there is a high rate of parking on-street and maintenance like this is underway, it affects the ability to clean locations where cars are parked. Similarly, according to the Highway Superintendent, snow and brush clearance is provided by the Town on a five-week cycle during periods of the year when this service is provided, and a possible source of conflict for such pickups may arise when cars are parked on the street. Refuse collection is provided by contract haulers and it is not a municipal service or operating under a franchise arrangement.

Other maintenance provided by the Town consists of centerline and other street line painting, as applicable, including for parking stalls where these are physically demarcated. There is not an inventory provided by the Town, or generated for this Study, identifying these locations and the associated attributes. Generally, the highest-order streets have double yellow centerlines.

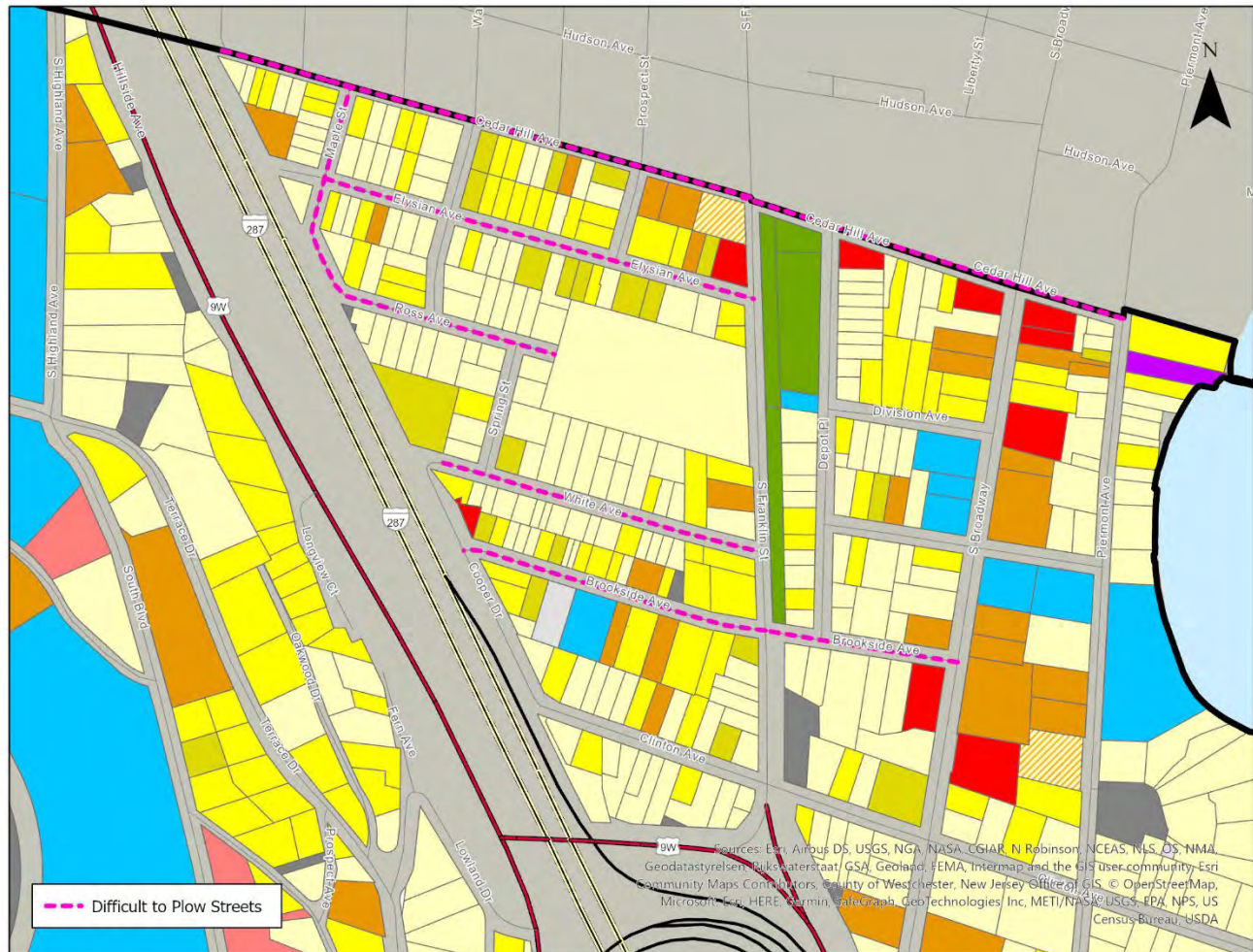
There is an extensive system of street signs throughout the Hamlet. It is maintained in order to indicate parking rules and parking standards applicable at particular locations. They define the associated hours or other criteria, such as where parking is or is not permissible, and any associated restrictions.

Snow & Ice Removal / Difficult to Plow Hamlet Streets

During winter 2021/2022, prior to Village dissolution, the Town of Orangetown was contracted to provide highway snow and ice removal. This provided the Town Highway Department with situational awareness of how the Village was performing tasks like plowing. It also provided insight into the attributes of the Hamlet grid. Based on continuing service providing snow and ice control, the Orangetown Highway Superintendent, in February 2023, identified the following streets in South Nyack as difficult to plow:

- Cedar Hill Ave.: Anna St. to Piermont Ave.;
- Brookside Ave. – Cooper Dr to South Broadway;
- Elysian Ave.;
- Maple St.;
- Ross Ave.; and
- White Ave.

Map 4. Difficult to Plow Streets in South Nyack Due to Street Attributes & Parking



The neighborhood containing these difficult to plow streets has a more moderate (higher) density than other traditional residential neighborhoods in the Hamlet. The buildings fronting on these streets fill most of the small, narrow lots. This means besides having limited curb-to-curb width, these streets often demonstrate fewer private driveways on adjacent lots. Half of the lots are 2- or 3-family units, or very small apartment buildings, which pushes-up parking demand. Moreover, when there are driveways, they are short. This contributes to many residents parking on these streets, with that utilization of space acting to impede movements of plows and limiting where snow can be deposited. While the streets on the hillside are typically even narrower, it appears plowing may be less of an issue



Image 7. Excerpt from Town Highway Department 2023 brochure

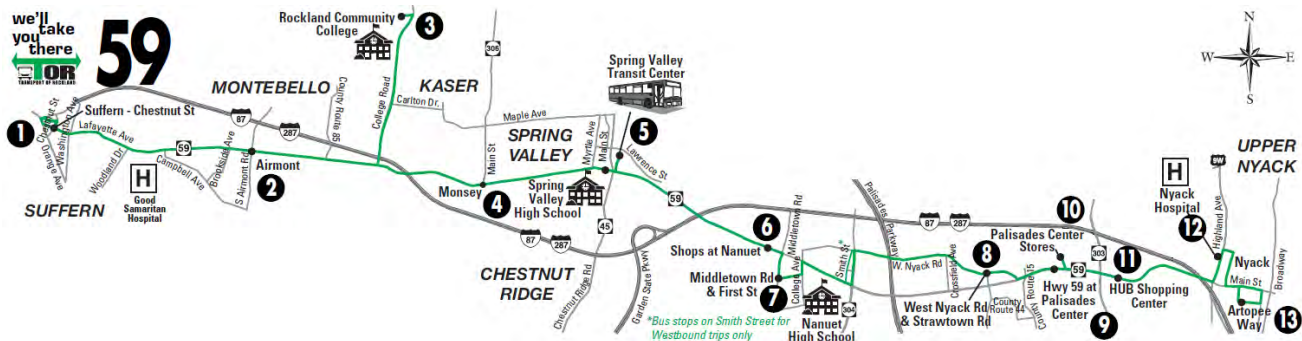
because the lots are larger and the lower density provides for fewer average cars on streets and more locations where snow can be moved.

Drainage & Street Cleaning

Stormwater travels inside curbs prior to entering storm drains and traveling through the public Municipal Separate Storm Sewer System (MS4). The Town undertakes various measures to effectively operate this system, and one way it supports a quality stormwater environment is through routine street sweeping. The Town Highway staff does not report any drainage needs and nor is there a need to allocate or assign any portions of Hamlet streets for drainage upgrades. In 2023 the Town won a New York State DEC Grant for inventorying stormwater system attributes in the Hamlet and other parts of Town. Since there will be drainage facilities cataloging, this Study encourages the Town to consider recording street attributes at the same time. It is assumed that capturing some information on curb and pavement conditions, signage, and road and parking stalls striping, can assist future parking management.

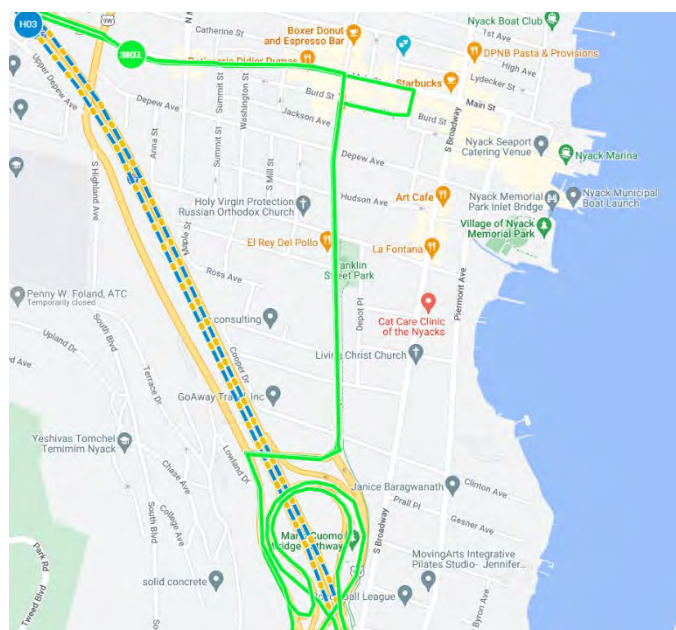
Transit

Transport of Rockland (TOR) is the bus service operated by Rockland County connecting people with locations inside the County. Based on TOR's Route Map, Route Numbers 92 (Spring Valley to Nyack), 91 (Nyack to Spring Valley), and 59 (Nyack to Suffern) serve the Village of Nyack core, particularly plying its Main Street. These buses operate with trips going in each direction on weekdays that depart on 20-to-30-minute schedules on the 59 Route and on 1-hour sequences on the others. However, there are no direct TOR routes active within the Hamlet. Thus, no potential for friction exists between areas with parking activity and locations served by that particular bus service.



The Hudson Link (<https://ridehudsonlink.com/>) provides regional transit service connecting commuters in Rockland from as far west as Suffern with Westchester County destinations like Sleepy Hollow, Tarrytown and white plains across the Hudson River. This bus currently transits the Hamlet along South Franklin Street with Hudson Link buses traveling via Main Street in the core of the Village of Nyack in the north and accessing the Route 87/287 cloverleaf in the south. There is minimal impact from this regional bus shuttle on the community's parking because parking is not allowed on South Franklin Street and limitations in the physical layout of that street do not support additions of parking to it. In fact, bus services are considered complimentary to lowering parking demand because the availability of transit options in the Hamlet should provide a choice for people who need mobility and either cannot drive, do not own a car, or may choose to limit the use of a car.

Map 5. Hudson Link Service Routes (shown in green)



Vehicles in Hamlet Attributable to Residential Sector

Estimate of Vehicles Associated with Residential Buildings in South Nyack

For the year before the Village was dissolved, in 2021, the ACS depicted five-year rolling estimates of the number of vehicles available per household in the Village (as a Census Defined Place). The same statistical estimates were available for Rockland County, and New York State; estimates were not available aggregated for the Town. Data associated with the number of vehicles per household provides insight into the general number of passenger vehicles attributable to the residential population living in the former Village. It can also help inform understanding about the potential demand for parking and how residents may typically travel in the course of a normal day.

Table 6. Estimated Average Vehicles Available Per Household: Per 2021: ACS 5-Year Estimates

Vehicles Available	New York State		Rockland County		South Nyack (former Village)	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No vehicles available	2,175,983	28.9%	10,593	10.4%	33	3.1%
1 vehicle available	2,471,616	32.8%	30,962	30.3%	408	38.8%
2 vehicles available	1,945,683	25.8%	38,343	37.5%	535	50.9%
3 or more vehicles available	936,868	12.4%	22,263	21.8%	76	7.2%
Totals		100.0%		100.0%	1,052	100.0%

As shown in Table 6, Table 6. Estimated Average Vehicles Available Per Household: Per 2021: ACS 5-Year Estimates, in the year before dissolution, in 2021, a majority of households in the Village (50.9%) had two vehicles available per ACS estimates. Over one-third, or 38.8%, had access to one vehicle. There were small proportions of households without a vehicle (3.1%), or with access to three-or more vehicles. Members of households without autos are more prone to walk, use transit, bicycle, and/or use other means to achieve mobility during activities of daily living, such as ride sharing.

Compared with Rockland County and New York State, the Village had higher levels of two-vehicle households, with 13.4% more two-car households than in Rockland overall. In Rockland County there were three times more households with three or more vehicles compared with the Village (21.8% versus 7.2%). This does not seem surprising given smaller lot sizes in the Village compared with many parts of Rockland County, where larger lot sizes and a prevalence of low-density, single-family homes enables more parking per household, plus slightly larger household sizes. The housing unit mix, socio-economic characteristics of households, and limited on-street parking appear to influence or correlate with lower relative rates of vehicle access or ownership in this Hamlet.

At the same time, in 2021, the ACS estimates there were 1,052 Occupied Housing Units in South Nyack. Using this figure and proportions in Table 6, extrapolated across these 1,052 occupied housing units, there were an estimated 1,298 cars attributed to 1,052 housing units.

This 1,298 vehicles equals the rough average estimated demand for residential parking in the former Village. Given the low growth rate in population and limited and slow growth in the housing supply in recent years (and generally built-out nature of most Hamlet locations), this estimated number of cars associated with and serving residents in the Hamlet probably will not increase significantly unless there is substantial growth in total housing occupied units and there is not some parking supplied in conjunction with such growth.

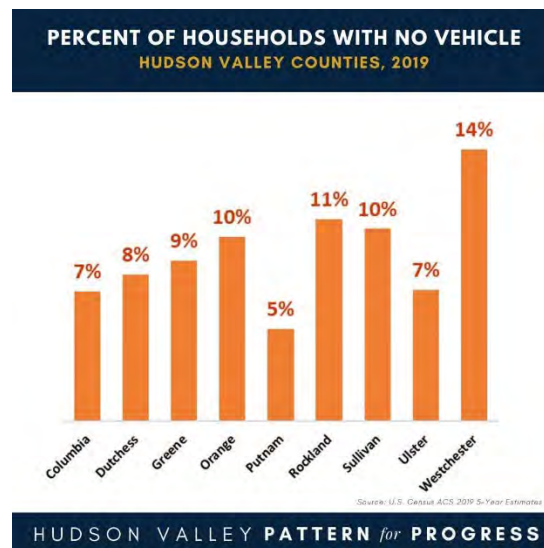


Figure 1. County-level households without autos



Image 8. Mansfield Ave. between Piermont Ave. and S. Broadway

Public Parking Demand Estimates

The ACS's margins of error for the estimated number of vehicles per household in the Village ranged from +/- 12.8% for 2-vehicles available per household, to +/- 4.0% for 3+ vehicles available. Extrapolating the total of 1,298 estimated cars across an estimated 1,052 residences, this would roughly translate into 1.23 vehicles per each household (1,298 estimated cars divided by 1,052 estimated residences).

Using another metric, with an estimated 7,236 persons in the Village in 2021 per the ACS, there are 5.67 persons per car (7,236 estimated persons divided by 1,298 estimated cars). It is possible both of these two indicators, respectively for Vehicles per Household and Persons per Vehicle, may be low, however, given the scope and budget available for conducting this Study, these are the best possible surrogates derived for how many cars are associated with the residential housing stock in the Hamlet.

Considering that by far most properties in the Village appear to have parking for at least one auto, and often more as anecdotally confirmed through observations conducted in driving tours around the Hamlet in Winter 2022 and Winter and Spring 2023, it may be roughly estimated that the needed nighttime supply of parking within public parking areas would be around 242 vehicles (1,052 households times 0.23 vehicles per household not parked onsite under an assumed average of one parking stall per household on average available onsite). This figure is considered to generally compare with actual nighttime parking conditions observed in the Hamlet.

Based on analysis of specific layouts of properties, including typical arrangements for driveways, geometry and size of lots, building massing on lots, the number of units on specific properties per assessment data, and assuming all 26 spaces available for Town permit parking will be occupied, it is roughly estimated there may be a demand or need for 110 on-street parking spaces overnight in the Hamlet. This attribution is based on a total rough estimate of need for 135 spaces minus 26 available at Brookside lot, with the resulting 109 spaces rounded-up to 110.

The demand for overnight on-street parking around the Hamlet is estimated as follows:

- 10 spaces east of South Broadway and west of the Route 9W cloverleaf to capture streets like Elizabeth;
- 10 between South Broadway and South Franklin;
- 65 west of South Franklin but east of the Thruway;
- 5 by Shadyside Avenue;
- 5 around South Boulevard; and
- 15 on the hillside extending from South Boulevard east down to Route 9W.

EXISTING POLICIES/ PROGRAMS

In order to assist the Town of Orangetown with setting parking policy, this Study analyzes existing parking and traffic management policy frameworks that were operating in the Village at the point of its dissolution in 2022, and which remain in effect until April 2024 unless repealed. Furthermore, it analyzes existing frameworks in the Town, in order to evaluate how the former Village's parking scheme can be incorporated into organizational framework of the Town. A particular focus is on providing regulations that deliver uniform treatment and remedying inconsistencies that exist between parking regulations of Town and the former Village.

2003 Town Comprehensive Plan

The 2003 Orangetown Comprehensive Plan supports achieving balanced transport environments and road safety. One objective of that Plan is to provide sidewalks and promote traffic calming measures in hamlet centers to enhance pedestrian safety (South Nyack was not part of Orangetown at that point and no Comprehensive Plan has been identified for the former Village). Another objective in the 2003 Plan was maximizing parking opportunities and providing additional parking in hamlets and working with the County to promote park-and-ride options in order to reduce the number of vehicles on major commuter roads (Page II-4 - Transportation & Infrastructure).

Proposed 2023 Town Comprehensive Plan

The 303-page draft update of Orangetown's Comprehensive Plan, by AKRF, dated March 2023, presents objectives for transport based on an inventory of existing transportation systems and public feedback¹. It's Transportation, Mobility & Parking element encourages adding active transportation infrastructure where possible, applying complete streets and traffic calming measures to improve roadway safety for all users, and ensuring residential and commercial growth considers the addition and routing of truck traffic throughout Town (page 114). The Plan emphasizes adding new infrastructure while improving existing infrastructure. The subsection on 'Parking', notes parking can be limited in some downtown areas, including the former Village of South Nyack.

Drawing from a set of Proposed Implementation Strategies for transport, these following notions from the Draft Comprehensive Plan are important to consider in the context this Hamlet Parking Study:

- Study and improve parking supply in areas with high parking demand (page 119);
- Apply Orangetown Complete Streets Policy to all roadway projects in addition to planning separate Complete Street projects (page 119); and
- Introduce traffic calming in residential areas, including channelizing roadways, adding curb extensions, providing bicycle lanes and sidewalks, and adding traffic circles and roundabouts (page 119). This same

¹ Subsequent edits to this proposed plan were not analyzed as part of this parking study.

part also notes that adding on-street parking to wide roadways can act as traffic calming by reducing excessive roadway width.

Besides recommending study of parking on page 121, it suggests efforts to expand the availability of public parking in high demand areas, including adding on-street parking where there is sufficient roadway width. It also advocates for considering parking alternatives, and conversions of large parking lots into bilevel garages where demand is present. For purposes of this Parking Study, the public property on Brookside Avenue that is for public parking is not termed as a “large” parking lot.

While perhaps not central to contemplating South Nyack Hamlet’s future, on page 122, in discussing public transit, as well as its possible expansion, the proposed 2023 Comprehensive Plan recommends Park & Ride lots should be added and expanded near major commuter stations, including Nyack (such as by Nyack Hudson Link bus stops) and it that notes lots like these can be used on weekends by downtown visitors.

The Draft Plan’s Implementation matrix for transport, page 230-231, highlights objectives which are relevant to enhancing studying and supplying parking:

- **Medium-Term:** Highway Dept. – Add on-street parking where sufficient roadway space is available without reducing traffic lanes;
- **Long-Term:** Highway Dept. – Study parking demand and convert large parking lots to bilevel garages.
- **Medium-Term:** Highway Dept. – Study parking demand and feasibility of expanding or adding new Park & Ride lots, and consider adding parking alternatives at locations like Nyack Hudson Link bus stops.

Village of South Nyack Dissolution Plan (2021)

On August 14, 2020, a majority of the electorate of the Village of South Nyack supported a referendum dissolving the Village. The ensuing dissolution process followed a timeline as set forth in New York State General Municipal Law Article 17-A. The South Nyack Dissolution Plan, July 2021, by Laberge Group, provides extensive analysis and recommendations for continuing public services in South Nyack in a cost-effective manner, while recognizing the need to preserve South Nyack’s unique character.

Per the Dissolution Plan most existing public services in the former Village continue as provided through the Town, such as water, sewer, and library services; yet, some service delivery models changed. Policing was supplied jointly with the Village of Grandview-on-Hudson, but it changed to become the sole purview of Town Police. Another service model change involves refuse collection, as Hamlet residents no longer receive municipal refuse collection.

The Town has assumed ownership and responsibility for operating and maintaining all former Village streets. The Town is providing snow and ice removal on all streets and select sidewalks fronting on Town properties. This Parking Study follows from the Dissolution Plan that promoted integration of the generally more permissive parking standards in the Village within those existing in the Town which are more restrictive.

Traffic Advisory Board (TAB)

Since 1971 the Town of Orangetown Traffic Advisory Board (TAB) has applied advisory powers to recommend to the Town Board the adoption, amendment, and/ or repeal of rules, regulations, or provisions of the Town's Code relating to traffic. This group is advised by key officials, including the Superintendent of Highways and the Chief of Police. Article 2 of Town Chapter 39 Vehicles & Traffic – starting at 39-18 and going through 39-24 includes protocols for the TAB's advice and reports on matters referred to it. This Study and proposed regulations for South Nyack were referred to the TAB for review and consideration of whether the approaches in South Nyack will support traffic safety and achieve well-managed streets and parking supplies.

Local Vehicle & Traffic Standards of the Town & Village

Former Village Code Chapter 310 Vehicles & Traffic is the main body of policy covering street operations and traffic safety and parking on streets within the Hamlet. It covers topics such as speed restrictions, traffic signals, overnight parking penalties, and offenses and places designated for limited parking or outright prohibitions on parking. Village Chapter 310 also contains provisions regulating truck limits, and the designation of traffic controls, such as stop signs, that may be used at various intersections.

In the Town, the counterpart is Code Chapter 39 Vehicles & Traffic. It is an objective to provide standards for the Hamlet which mesh well with the existing Town framework, including but not limited to:

- §39-3. Prohibition of all-night parking
- §39-6. Prohibition of parking on designated highways
- §39-7. Time limitation on parking

In the Town, overnight on-street parking is restricted on all public roadways between November 15 through April 15 every year with the exception of select roadways. Additionally, on-street parking is restricted year-round on select streets in more urbanized places, such as in Pearl River, Sparkill, and Tappan. This Study examines the potential effects of limiting overnight parking in the winter on select streets in the South Nyack Hamlet, consistent with existing Town Policy and treatments used in the hamlets and other parts of Town. It also presents a framework for controlling parking at other times of day.

Fire Lanes (& Access Requirements)

There are not equivalent standards in the former Village Code to the Town Code's existing 39-5.1 'Fire Lanes'. The Town's standards in 39-5.1 designate traffic lanes for use by fire or emergency vehicles on public streets, and on private property. Such designations occur upon the Town Board approval of a joint recommendation made by the Police Chief and the Fire Inspector.

Laberge Group did not identify any applicable Fire Lane designations on former Village public streets during interviews of the Nyack Fire Chief (the topic did not come up). However, based on a follow-up analysis on this topic with the former Village Building Inspector, now Town Fire Inspector, there may be potential Fire Lanes designated

in South Nyack on public streets, even if these are not specified in the former Village Code. One example may be at Salisbury Place, which affords access into the largest multifamily development within the Hamlet.

Since it is possible there may be Fire Lanes shown on prior site plans or special permits and established as part of former Village land use approvals, the Local Law provided for review within Appendix B stipulates that if prior plans approved, or running with the land, show Fire Lanes designated on any portions of associated public streets, or public rights of ways, the location and arrangement of such fire lanes shall be shown on all subsequent documentation unless these are vacated, or extinguished, in compliance with any applicable Town standards.

Snow Emergency Routes

During snow events it is essential for streets to be passable and for the Town Highway Department to be able to proceed with snow and ice clearance. The Town Vehicle and Traffic Law Article III Emergency Snow Removal During Snowfall, starting at Section 39-25 allows declarations of snow emergencies. The Town Board has also assigned through resolution all local streets with double yellow centerlines as snow emergency routes.

Alternatives: Permit Parking or Opposite Side Parking

Considering alternative options for structuring suitable parking arrangements in the Hamlet, it does not appear a resident permit parking arrangement is a readily feasible option. In 2021, prior to formal dissolution of the Village, elected officials initiated an appeal to State representatives and the State legislature for a grant in power to enable the Village to establish permit parking for residents through a home rule legislative power delegation. The 2021 Dissolution Study notes this effort. Ultimately, this option did not proceed forward. It was said to be considered potentially burdensome to regional residents. While there are indications the Village of Nyack has an alternate side parking system, pursuing this option for the Hamlet does not provide an overnight parking solution with no parking during winter months. Moreover, the Town does not have a whole-Town resident permit system, so developing one for this Hamlet is incongruous. Given prior concerns this was not an equitable option and did not appear politically feasible, this option is not pursued further within this current Study.

Parking (Lot) Policies of the Town & Village

Within Village Code Chapter 220 ‘Parking’ there were regulations providing for establishing a public parking area for non-commercial vehicles on the public lot at 67 Brookside Ave. It does not appear there are any criteria within this law which might hamper the Town itself taking over management and provision of parking at the Brookside Avenue public parking lot utilizing amendments to Town Code Chapter 24 Parking Lots & Meters.

Brookside Avenue Town-Owned Public Parking Lot

This roughly 0.31 acre property at 67 Brookside Avenue (Tax Map PID: 66.53-3-6.1, 66.53-3-6.2) was used by the Village as a public parking lot. It has continued to be operated this way by the Town since Village dissolution.



Image 9. Brookside Avenue Parking Area & Former DPW (2021 Aerial Image)

The site currently contains 26 parking stalls arranged on either side of a center aisle accessed directly from Brookside Avenue. The former Village public works garage (general industrial type use) is directly adjacent to the east. There are 13 of a total of 26 current parking stalls aligned along and facing toward the former DPW building. The stalls are standard dimensions; there is not an arrangement with spaces designated for compact cars. While this building was listed for sale in January 2023 when parking lot utilization was analyzed, for the time being it is not for sale and it has subsequently been used for municipal purposes including storage and offices.

On Thursday, January 4, 2023, Laberge Group staff observed parking utilization at the Brookside Avenue public parking lot. Of 26 spaces, at 8:30 PM, there was an average of 7.5 spaces used. During a 10-minute observation period, one vehicle traveled out of the parking lot, with actual utilization of cars in parking stalls going from 8 to 7. This represents an actual point count of 28% utilization for the total existing available supply of parking spaces.

Map 6 Primary parking Shed: Brookside Avenue Public Parking Lot outlines a distance $\frac{1}{4}$ mile surrounding this public parking lot as measured over the public street network. By planning standards, about a $\frac{1}{4}$ mile walk is generally considered an acceptable, comfortable walking distance from parking. While demand for rentals of parking spaces at this lot is currently low, there are a sizable number of residential properties in the Hamlet that are a convenient distance from Brookside Avenue Public Parking Lot.

[illegible]

Laberge Group
STATIONARY
PLANT, U.S.

Accuracy not guaranteed. Map for illustrative purposes only. Produced by Laberge Group. Data provided by NYS GIS Clearinghouse 2008. Revision #2 01/09/2022. Job#10221

Table 7. Land Use Within a ¼ Mile Service Area Around Brookside Parking Lot

Land use	Number of Parcels	Acres
1 Family Residential	109	19.48
2 Family Residence	37	5.66
3 Family Residence	8	1.63
Residential Vacant Land	6	0.6
Vacant Land	1	0.31
Apartments	9	2.56
Commercial	2	0.49
Community Services	1	0.48
Recreation & Entertainment; Wild, forested, conservation land & Public Parks	1	0.54
Total	174	31.75

As shown in *Table 7. Land Use Within a ¼ Mile Service Area Around Brookside Parking Lot*, and on Map 5, there are an estimated 243 residences in close proximity to the Lot, when all of nine ‘Apartments’ within this service area are assigned as 4-units. Per data from the Town Clerk on January 12, 2023, only 14 stalls are rented. Still, within an examination of parking options for the Hamlet, it should be assumed that the people who are by far most likely to use the Lot will reside on Brookside Avenue, while it is possible that a small increment of demand could come from broader surrounding area based on a review of permitting activity from 2021.

Alternatives: Parking District, Parking Pricing & Meters

On September 13, 2022, Town Resolution #2022-416, set the annual parking fee at the Brookside parking lot. The rate of \$300 per year was based on having the same rate applicable in other portions of Town, particularly the Pearl River public parking lots. This translates into a cost of \$0.82 per day for parking. Given the diverse and ongoing needs involved in the Town maintaining public property, and operating parking lots, it is recommended the Town Board consider escalating rates for parking Townwide either one time, or annually. It is assumed fees paid for parking permits at Brookside lot will go into the Town General Fund, but there are likely many justifiable expenditures in terms of ongoing capital investments, such as for pavement management, drainage, and signage, as well as administrative undertakings in order to undertake operations for a parking lot such as this.

The parking areas in Pearl River are established in a Parking District per Town Code Chapter 24 Parking Lots & Meters. This means District revenues are segregated and used solely for operating the Parking District and maintaining its facilities. This includes costs of maintaining surface lots, meters, administering permits systems, and providing enforcement, which is provided to the Parking District by designated staff operating out of the Orangetown Police Department.

Compared with South Nyack’s Brookside public parking lot, the Pearl River lots and operations are different because there is high demand for parking, including so that people can take rail transit to head into and return from

the New York City metro region core. Besides sheer scale, Pearl River has a sizable nonresidential economic base, whereby retail and commercial patrons, and employees and business owners, have an ability to use the Pearl River Parking District, either by securing annual permits, or through patronizing meters. There is no such type or extent of demand by the Brookside lot in South Nyack.

Based on a review of the 14 registered addresses for people currently holding Brookside parking permits, all of the registrants live close to this public lot, with 12 of them, or 86%, residing directly on this same street (and the others having addresses on White and Cedar Hill Avenues. Considering the features of land-use and demand for parking, it does not appear there are any strong benefits, or returns on investment, which could underpin designating the Brookside parking lot, or other locations within the Hamlet network, as part of a Town parking district. Nor is there any current basis for providing a parking structure at this very small lot.

Outside of residential demand for parking, which strongly correlates with residential density, there is limited demand for parking for users of non-residential land uses, such as offices, other commercial spaces, retail services, or institutions, such as religious land uses. The latter often have their own onsite parking lots. The highest levels of nonresidential parking demand observed are in the northern ends of the Hamlet, particularly adjacent to the Village of Nyack, on Piermont Avenue, Cedar Hill Avenue, as well as on South Broadway. South Broadway in the Hamlet sits near retail uses that are close by within a quarter mile in the core of that Village, such as around Remsen Street and beyond. Piermont Avenue is close to the Village of Nyack waterfront and its amenity-rich public park, as well as the southern edge of its downtown, which is the source of parking demand on it.

One alternative is to establish parking meters at these locations. One benefit of establishing meters may include some revenue collection when there is high demand for on-street parking, such as on weekend days and evenings, and for special events. Considering capital costs involved in purchasing meters, plus overhead required to install and service meters and provide enhanced traffic enforcement in association with an effective metering framework, this Study recommends unless analysis shows otherwise, there likely would not be a high level of fiscal benefits, or parking benefits, derived from metering. This is informed by consultations with Town officials.

Streets & Sidewalks Policies of the Village & Town

Chapter 281 of the Village code covers ‘Streets & Sidewalks’. It generally compares with Town Code Chapter 32 ‘Streets & Sidewalks’. For the purposes of this Study, it is determined there are not any policies in Village Chapter 281 that directly pertain to managing an on-street supply of parking, or managing parking on public property.

It is also noted there was not any complete streets policy adopted by the Village prior to its dissolution. The method for confirming this was through interviews with former Village elected and appointed officials, as well as desktop internet research. The Draft Comprehensive Plan indicates the Town does have an adopted Complete Streets policy.

Zoning

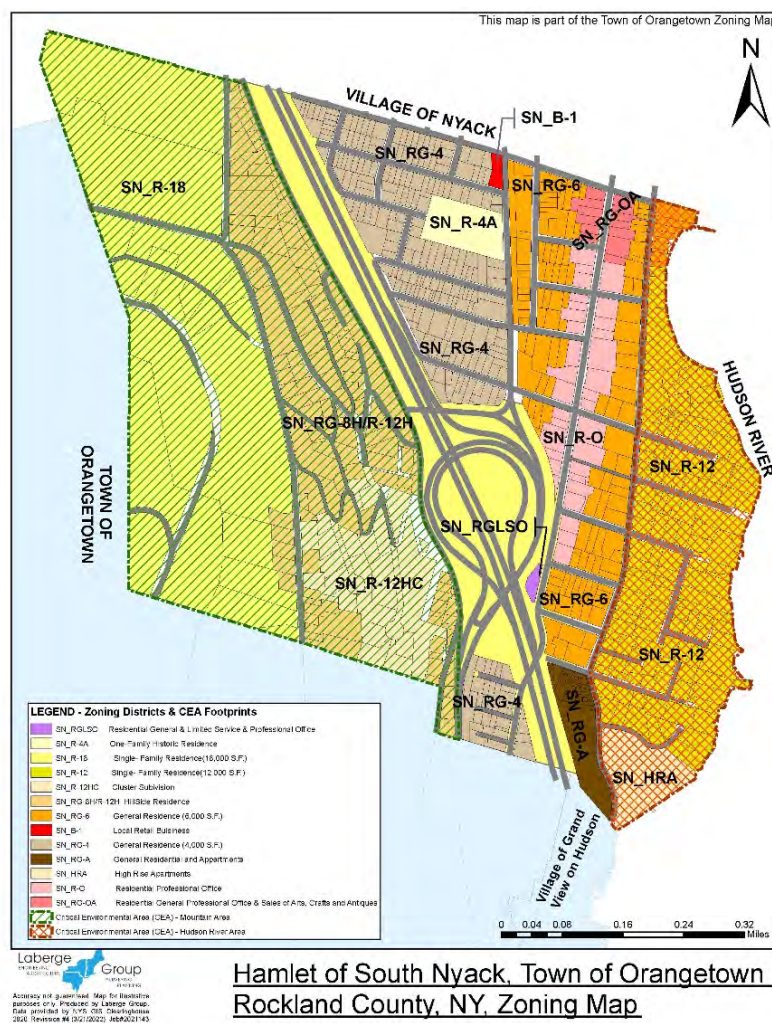
Under Town Zoning, a recent Definition of ‘Parking space’ is: “An off-street space, enclosed or unenclosed, available for the parking of one motor vehicle and having direct access to a street via a curb cut, not inhibited by another parking space.” The Zoning Parking Schedule for South Nyack Hamlet provides for 2.0 spaces per dwelling for a single-family residence, plus 2.0 spaces per dwelling unit for two-family units, such as in SN-RG-8H Hillside Residential, SN-RG-6 General Residential, and SN-RG-4 General Residential Zoning Districts (SN-RG-4 covers moderate density areas west of South Franklin Street and east of the Thruway). In this built-out area around White Avenue, there is no one zoning solution and the presence of many small lots could mean that strict adherence to minimum parking requirements could curtail investment.

There is also a constraint in that parking needs have not always been well-calibrated using zoning on the hillside west of Route 9W, where cases arise with limited parking and driveways available on small to moderate size two-family residential lots containing steep grades. The South Nyack Hamlet Zoning has specific bulk requirements which regulate construction of new dwellings, or additions to structures on the hillside.

There appear to be 11 vacant lots west of the southern segment of Berachah Avenue and the existing, built portion of College Avenue, plus there is a newly constructed Willow Court extending southerly off of the built portion of College Avenue (Willow Court is a 533 foot dead end that not identified on the Local Roads Listing displayed in Table 5.) As these buildout, it is expected that adherence to hillside zoning regulations and minimum onsite parking requirements will not generate a need for new offsite parking; rather, a focus within this Study is on supplying fixes for the existing residential neighborhood east of South Highland Avenue and South Boulevard.

Hamlet Zoning calls for nonresidential uses to have ample onsite parking. For instance, Zoning §18.41 ‘Private schools; private education campuses; and philanthropic and charitable institutions’, requires 1 space per 4 students, plus it stipulates that access, circulation and parking shall be subject to site plan review by the Planning Board in regard to the physical relationship and impact upon adjacent uses. Other parts of Zoning establish Hamlet-specific requirements for nonresidential uses. For instance, §18.25. ‘General and professional offices, funeral parlors and

Map 7. Zoning Map



sale of arts, crafts and antiques’, in the RG-OA District, requires off-street parking wholly provided in the rear and/or one side yard, behind the front building line, screened from adjoining properties. Likewise, Zoning §18.4. ‘Special or conditional permit uses – Hamlet of South Nyack’: §18-45. Professional offices or studios requires adequate off-street parking and loading shall exist.

Parking codes traditionally stipulate a minimum number of spaces required, but many communities are adjusting minimums downward, or providing maximum parking requirements in local zoning in order to provide for more balanced supplies of parking. This type of action does not appear called-for in the proposed Comprehensive Plan, but ensuring there is not large minimum amounts of parking that must be supplied onsite can aid land use efficiency, community character, and help avoid sprawl, that can otherwise be driven by requirements for large areas of space on properties to be dedicated to parking lots and driveways.

Neighborhood Traffic Calming

Many people interfacing with this Study have commented on traffic volumes and speeds as factors related to street operations and parking that impact the parking and the quality of life in the Hamlet. Therefore, this part analyzes the topic recognizing that traffic calming can lead to fewer and less severe crashes, as these types of environmental interventions can influence drivers to proceed more slowly and carefully.

People, particularly families with children, likely feel more comfortable while walking or cycling through neighborhoods with more complete streets where there are physical measures or controls, that can individually or synergistically provide for traffic safety (see <https://www.kittelson.com/ideas/what-does-traffic-calming-calm/>). Physical interventions to assist traffic calming can be achieved in many ways, through the strategic use of techniques like speed bumps, speed humps, speed tables, chicanes, or neck-downs, curb extensions, and even by providing for and allowing on-street parking. Likewise, speed can be controlled by speed limits.

Speed humps/speed bumps are raised areas in roadway travel lane pavement surfaces, where drivers are forced to slow in order to cross these. Infrastructure can also be arranged with neck-downs that narrow a two-way road at a point, such as mid-block, forcing motorists to slow and, in some cases, to merge into a single lane and yield to traffic proceeding in the opposite direction (FHWA, Lesson 11). The benefits of any of these measures would be to achieve reduced average vehicle speeds and greater pedestrian safety.

Orangetown Traffic Calming Program

The current Comprehensive Plan of Orangetown, 2003, supports and promotes traffic calming in Hamlet centers to enhance pedestrian safety (*Plan, II-4*). This Plan also supports maximizing parking opportunities and providing additional parking opportunities in hamlets (*Ibid*). While the South Nyack Hamlet was not expressly part of the Town back then, this guidance is germane for this urbanized area. Moreover, the proposed 2023 Comprehensive Plan (page 114) also strongly promotes the continuing application of traffic calming.

The Town Highway Department has developed a traffic calming program to provide safer environments for pedestrians and motorists and improve the quality of life in neighborhoods (<https://www.orangetown.com/wp->

[content/uploads/2023/03/Orangetown-Comp-Plan-Book-2.pdf](#)). It focuses especially on neighborhoods experiencing speeding, excessive traffic, and/or a high rate of accidents.

Orangetown's Traffic Calming Program provides guidelines, criteria, and procedures for evaluating and implementing various traffic calming solutions. These procedures may be ripe for an update, such as to ensure they advance complete streets principles and application. The program lists minimum eligibility criteria for physical and traffic calming measures for local streets, including residential suburban-type streets like Elysian and Brookside Avenues. These criteria include: a minimum of 1,500 vehicles per day, 85th percentile speed exceeding the speed limit by 9 mph, and minimum segment length of 600 feet. In conjunction with regulating public parking in South Nyack Hamlet, it will be useful to actively contemplate where and how to provide some strategic traffic calming capital investments. The advantage will be there can simultaneously be traffic safety and the provision of on-street parking to aid residential area environmental quality.

Hamlet Speed Limits

The Village, per its Section § 310-2. 'Additional speed restrictions', had 10 streets designed for 25 miles per hour (mph) speed limits, and in one case there was a 15 mph School Zone on a section of South Highland Avenue. Towns in New York State are not expressly allowed to set speed limits on local roads below a minimum of 30 mph. Should the permissions available within the applicable enabling laws change, in conjunction with facilitating on-street parking and traffic calming, the Town could in the future investigate adopting lower speed limits on select streets in the Hamlet. As a starting point, it is recommended to investigate undertaking these measures on:

- Cedar Hill Avenue;
- Clinton Avenue;
- Cooper Drive;
- Elysian Avenue;
- Piermont Avenue;
- South Boulevard;
- South Broadway;
- South Franklin;
- South Highland Avenue;
- Terrace Drive; and
- White Avenue.

PUBLIC ENGAGEMENT

Public involvement was used to build understanding and explore needs and the Study's recommendations. Key agencies and personnel were engaged including police, highway staff, and former village officials.

Steering Group

There were three (3) Steering group meetings used to frame and undertake this planning. Early efforts delved into details on project organization and design, including interviews. The final meeting was used to review and refine the Draft Plan and Draft local law prior to providing it to the Town Board.

Key Informant/ Stakeholder Interviews

During the information gathering stage and the scan of topics important to setting Hamlet parking policies, there were seven interviews conducted with key stakeholders. These seven consultations are documented in Appendix A. These parties were selected by the Steering Group because they have extensive knowledge of the community, parking conditions and needs, or topics that are important in terms of setting parking and traffic policies.

1. David Majewski, Chief Fire Inspector, Town of Orangetown, and former Village Building Inspector;
2. Jeffrey Hirsch, Hamlet resident, and former Village of South Nyack Trustee;
3. Roger Seiler, Hamlet resident, and former Chair, Village Zoning Board;
4. Rosanna Sfraga, Town Clerk;
5. Nyack Fire Chief Ted Ryder;
6. Michael Lockett, former Village of South Nyack Trustee; and
7. Michael Yannazzone Town Traffic Advisory Board Chair.

Traffic Advisory Board (TAB) & Local Law Adoption

As this Study was posted for public consideration, it was referred to the Town's Traffic Advisory Board (TAB), which was requested to review and comment on its suggestions. The report and recommendations of the TAB were deliberated on by the Town Board in conjunction with its conduct of a public hearing on the proposed parking legislation. The Town Board also initiated SEQRA administration for this action to adopt the proposed legislation and this Study, plus the Town Board referred the project materials to the Rockland County Planning Department for its review and report.

POLICY CHANGES

This section addresses the establishment of up-to-date parking policies for the Hamlet. It mainly provides for integration of the existing policies of the former Village within the Town’s policy framework. There are some adjustments based on the analysis provided. These aid code modernization.

Town Chapter 24 Amendments – Parking Lots & Meters

Establishing the Brookside parking lot so that its pricing and administration integrates within the Town code appears readily feasible. There is a specific enabling clause provided within the proposed law using the Town’s existing Chapter 24-1 ‘Permit parking in municipal parking lots.’ The proposed law is structured so that a “municipal parking permit” would need to be obtained to use this lot. This type of permit would allow parking for a permit holder at any time of day. The proposed law also provides for a fee schedule for the Brookside lot to be set periodically, such as when the Town Board may update various types of fees at its annual organizational meeting at the beginning of the new year.

Chapter 24-1 is currently used for Pearl River where there are also parking permits available for an “overnight parking permit” and a “merchant parking permit”. The proposed law for the Brookside parking lot does not directly address these, but there could be consideration for also adding those categories of permits, although there is not expected to be significant demand during daytimes, or by merchants given the relatively large distance to commercial areas.

Brookside Public Parking Lot

An examination of this site’s configuration, existing parking conditions and demand informs recommendations for the possible enhancement of this public lot. While there is relatively low demand for parking spaces now, in the past there was a waiting list for residents to obtain permits.

Americans with Disability Act (ADA) Compliance - In the short-term, two (2) accessible parking spaces should be provided per ‘Accessible Parking Spaces’, and ‘Calculating Accessible Parking Spaces’ at ADA.gov. This threshold applies when total spaces in a parking lot or facility ranges from 26 to 50 stalls. The ADA accessible spaces would contain specific features making it easier for people with disabilities to access parking. These should be Van accessible spaces per the 2010 ADA Standards for Accessible Design. In parking lots or garages, accessible parking

THE INHERENT PUBLIC CHALLENGES OF PROVIDING FREE & LOW-COST PARKING

A body of planning analysis, promotes the productive use of streets. It relies on economic theory to assert free parking can be an inefficient, sometimes undesirable, public use. One notion is that free parking results in less than optimal conditions, such as people parking for long durations. In an area with businesses, there may not be exchanges (vehicle turnover) if there is free parking, which may impact customer visits. In South Nyack, the only parking fee is at Brookside public lot. Making areas available within streets for parking means street maintenance becomes somewhat harder. The ability for residents to park on the street may mean that people could conceivably own more cars. Costs for parking on-street become bundled with housing prices, it is effectively priced into higher housing costs. In South Nyack, the analysis of on-street parking is less about its pricing and centers more on solving high current demand. Yet, pricing can promote a shift away from vehicle ownership over time.

spaces must be located on the shortest accessible route to the accessible entrance, and an accessible route is the path a person with a disability takes to enter and move through a building or facility. Therefore, it is also recommended to position these stalls closest to the lot's entrance on Brookside Avenue.



Image 9. Depiction of two accessible parking spaces sharing an access aisle

Town Chapter 39 Amendments – Screening Criteria

As a means to inform parking recommendations, this part discusses potential street space assignments. According to the National Association of City Transportation Officials (NACTO) Urban Street Design Guide's discussion on lane widths (<https://nacto.org/publication/urban-street-design-guide/street-design-elements/lane-width>), narrower streets promote slower driving speeds which, in turn, reduces crash severity. While the Urban Street Design Guide notes that lane widths of 10 feet are appropriate in urban areas and have a positive impact on a street's safety without impacting traffic operations, the long-standing layout of the Hamlet's existing interior, lower-volume streets do not readily afford 10-foot wide travel lanes plus possible space for parking. Yet, it is noted Hamlet streets have operated fairly effectively in conjunction with permissive allowances for on-street parking for decades.

This Study assumes that 25-foot wide two-way streets may be sufficient to meet fire needs, and most maintenance and other heavy truck delivery needs. On streets without painted centerlines, this assumption is based on an objective for two (2) - nine (9) foot wide travel lanes, plus one (1) parking lane that is seven (7) feet wide. When there is parking on both sides, recognizing space will be very tight and constrained, it appears 28- to 30-foot wide streets could be sufficient to meet fire needs. Certainly, greater widths targeting 32-foot widths are desirable, but such spacing is seldom available and a long-standing practice has allowed for parking on streets narrower than this.

These minimum objectives recognize the physical constraints inherent in the Hamlet's residential streets. Arrangements such as these will continue to mean that street space arrangements and utilization will themselves provide for traffic calming due to the operating characteristics attendant with narrow widths, where resulting friction can at times impede or restrict vehicular movements. It may mean that auto passage may require one car to slow and pull-over when there is some space allowed for cars to park on low volume residential streets (an effect called "queuing"). Based on an examination of the patterns of curb cuts for driveways, and fixtures such as fire hydrants, this Study assumes 25% of one side of a street is typically open and can be allocated for queuing.

Public safety is of high importance. It is also noted ladder trucks responding to emergency incidents deploy stabilizers that extend five to six feet from the sides of vehicles. An identified source of negative friction arises when there is not enough space available in rights of ways and by buildings if deployment of these splays/ stabilizers on emergency ladder trucks is hampered by factors such as parked vehicles.

The parking scheme proposed is meant to provide minimum adequate parking, with a best fit, so people are not tempted to park in compromising situations, including illegally, because they don't have a place to park legally. It is encouraged for Orangetown to consider standards that will be used and followed and to commit to traffic enforcement in the Hamlet so that the traffic system operates and performs as expected.

A new proposed law for parking in the Hamlet is presented directly in Appendix B. Following below is discussion on modifications provided to establish a framework for the Village. It is noted that sections of streets shown as one-way, including College Ave and Prospect St, are continued directly as per the former Village Code.

Overnight Parking Exception

Given the historical context of there being some parking available overnight on Hamlet public streets, there is a conflict with the existing Town policy for excluding parking on public streets, per Town Code 39–3, overnight during winter months. Presuming the current low demand for parking spaces at the Brookside parking lot is temporary, and perhaps based on limited levels of parking violation enforcement, there is an identified need within this Hamlet to accommodate some parking ability overnight during non-snow emergencies in Winter.

A proposed solution is to allow overnight parking in winter on select street segments. Per Town Code 39–3. Prohibition of all-night parking. Subsection A, four street segments that are suggested for consideration are:

1. Clinton Avenue, on the south side, west of South Franklin Street (585 linear feet);
2. Cooper Drive, east side between Clinton Avenue and White Avenue (680 linear feet);
3. Division Avenue, on the north side from Depot Place to South Broadway (415 linear feet); and
4. Washington Ave., south side, between So. Broadway and 75 feet north of Glen Byron Ave (950 linear feet).

The basis for excepting certain streets is these facilities are on average wide relative to the whole street grid in the Hamlet. The streets selected are always 25 feet or greater measured from curb to curb. Furthermore, none of them are difficult to plow locations per the Town Highway Superintendent. All are functional class 19 and have lower volumes by nature of their positions in the grid. There was also effort to assign places where there appear to be higher levels of on-street parking demand, such as based on the presence of a high number of small constrained lots with substantial existing buildings, without driveways, or with limited driveways. There was also an attempt to achieve some geographic spread in terms of where people could park overnight for the convenience of the whole Hamlet residential user base.

For streets sections where overnight parking is proposed, Clinton Ave, Cooper St, and Division Ave were 2-hour parking. Village Code was silent on Washington Ave., so it is taken parking was allowed during daytimes.

The total distance for these four selected sections is 2,630 linear feet. Taking a general exclusion of 25%, 658 feet of this total distance is assigned as non-utilizable space for parking, such as due to intersections and space to access driveways, so there would be roughly 1,972 linear feet of remaining space on these streets that could be used for overnight parking. Taking this figure of 1,972 linear feet of available parking space proposed for assignment along public streets, there would be parking capacity generated for 90 vehicles presuming parking stall lengths would be 22 linear feet each (1,972 linear feet divided by 22 ft. per stall).

Under Public Parking Demand Estimates above, there is an estimated need for 110 on-street parking spaces in the Hamlet. Extending from that figure, this part of the Study estimates how many parking slips may need to be supplied on-street, during winter overnights, to address the common condition for some residents needing parking. This pent-up existing demand for on-street parking is calculated as 113 stalls.

This need for 113 on-street parking stalls is calculated assuming the Brookside lot will become fully 100% utilized. Therefore, the estimated need for 113 overnight spaces in the Hamlet is reduced by 12 vacant and currently available Brookside parking lot stalls. In other words, demand on-street should be secondary to promoting occupancy and rental of 12 currently unreserved stalls available at the Brookside public parking lot.

Yet, it is not sufficient to just supply the remaining estimated need for 98 on-street stalls. This is because users will not find and occupy parking on a one-to-one basis. Accordingly, it is recommended there should be another 15% of stalls on top of the base demand figure of an estimated 98 stalls $((98 + (98 \times 15\%)) = 113$. The additional 15 stalls should be supplied at the same time to help ensure there are always some open stalls that are typically available through rotation, which is a common practice when planning for on-street parking. This 15% open stalls factor is used since parking is not best supplied in a 1:1 ration in terms of demand versus available supply. Thus, the total estimated needed supply of on-street parking is 98+15 stalls, or 113.

The four streets proposed to be used for overnight on-street parking will supply 90 stalls. The Town Board could determine a trial period on the limited four streets to better understand if this solution can meet demand. Alternatively, if it also provides for overnight parking on one side of Brookside Avenue, it is estimated this total parking need could be achieved, since it should be possible to supply upwards of 45 more stalls, if parking is allowed on the south side of Brookside Avenue, potentially in conjunction with making that street one-way.

It is noted there is not on-street overnight parking provided on the portion of the hillside street network west of Route 9W. It is suggested there could be 10 or more stalls achieved if a section of Barachah Avenue is assigned parking on one side, such as on the west side stepped-back away from street and major driveway intersections, between Terrace and College Avenue, or possibly also extending south of College Avenue. While it is a double-yellow centerline striped road that is important to maintain in an open state during snow emergencies, the eastern side of 28-foot wide South Highland Avenue could also be assessed for whether portions of it have sufficient pavement space available such that it could be assigned to serve some demand present on the hillside neighborhood (there is a sidewalk on the western side).

Town Chapter 39, Art. I, Subsect. 39-5, “Prohibition on Stopping, Standing or Parking in Specified Places”

Most points assigned to Town Code 39-5 are drawn from Village Ch. 310 Vehicles & Traffic, Art. III Prohibited parking, part 310-17 Designation of prohibited parking areas.

- Central Avenue was removed, as no such street is identified;
- Berachah Ave. was restricted by adding the west side from 345 feet south of the intersection with Terrace Dr. to 35 feet north of the north edge of pavement on the western extending section of College Avenue;
- Gesner Avenue was changed to south side; furthermore, Gesner Ave., north side, was moved into 39-7, plus a time restriction from 9:00 p.m. was not carried forward;
- Smith Avenue was added, as there was no standard at all in Village Code;
- Existing Village Code for Terrace Drive, two parts, is hard to understand, so it was changed to 100 feet north of Berachah Ave.

- Lowland Dr. was put in 39-6 and made more restrictive, removing parking allowances on both sides outside 40 to 75 feet from intersections. It gives greater standing for pedestrians and the role of this street serving as a connection with streets west of it;
- Shadyside Ave. was adjusted, removing its west side, from 201 feet west of Rte. 9W extending to former Village line to the south (was put in 39-6);
- South Highland Ave existing Village Code is confusing and appears to have errors or conflicts between three existing sub-parts. It was put in 3-6.

The following streets are already restricted on both sides for entire lengths, so were moved to 39-6, which is best suited for this intent:

- College Avenue;
- Prospect Place;
- South Blvd; and
- Upland Drive.

Town Chapter 39, Article I, Subsection 3-7, “Time Limitation on Parking”

Most points assigned to Town Code 39-7 are drawn from Village Ch. 310 Vehicles & Traffic, Art. V Restricted Parking, subsection 310-11 Designation of restricted parking areas. Most are put in Subsection A, a two-hour category. An exception is the first 15 feet of parking on Cedar Hill Ave, after So. Broadway, which is put into the 15-minute zones as provide in Town 3-7 subsection C. One ADA/ handicap space identified in Village Code was not replicated in Town Code covering a 20-foot long ADA parking space on the south side of Division Avenue. Elizabeth Place is provided a two-hour treatment, as it is not in Village Code, but is on the Local Street Listing

Chapter 39, Article I, Subsection 3-6, “Prohibition of Parking on Designated Highways.”

Per a review of Village Code Ch. 310-17 Vehicles & Traffic, four streets assigned ‘no parking’ treatments are identified above under discussion covering Subsection 39-5. Of three other streets placed in this category, only two are Local Roads per the listing utilized:

- Chase Avenue;
- Highland Ave – the street segment west of the South Highland Ave./Terrace Dr./South Blvd. intersection has this name per Google Street View, but it is not on the Local Road list; and
- Livingston Place.

Treatments Rationales for Specific Streets & Locations

The following rationale explains the recommendation to manage or alter parking allowances which were previously provided in the Village Code. The reasons usually relate to potential traffic safety concerns. There is also separate discussion further below, on the reasoning used for the assignments provided to Shadyside Avenue.

Lowland Drive – This curvilinear street without sidewalks on the western hillside is shown on the Town’s inventory as 22 feet wide. The street is constrained and does not seem conducive to supporting multiple modes. While Village Code allowed some parking setback from intersections, given the nature of this functional class 19 road serving to connect trips to and from further east on the hillside, it is recommended to fully restrict parking on it.

Berachah Avenue – This street has an allowance for parking in the former Village Code on its west side (this part of former Village Code was last amended in 2008). The Town-supplied Local Roads Listing has it as a 20-foot pavement width for all three segments. There are not sidewalks plus there is some awkward street geometry, with a slight travel lane offset, or jog, within Berachah just north of College Avenue. It appears the southern portion was constructed more recently than the part by Lowland Ave. Along the southern segment there are vacant lots of 20,000 to 30,000 square feet. This Study recommends limiting on-street parking on the west side of Berachah around College Avenue by the aforementioned pavement offset. A rationale supporting this recommendation is there is a less than 90- degree intersection at College Avenue and there could be gains in future trips if new housing is built, so there should be the prevention of potential travel restrictions from parked cars at that location. Assuming this street is public for its entire length (there are signs on saw horses indicating it is private) and since the segment south of College Avenue is a level, straight run and has more modern construction features than many streets on the Hillside, this Study suggests that while the southern section is narrow, parking on it may be safer than on other steeper and narrower streets nearby. Efforts to impede public access should be discouraged.

DISCUSSION OF OTHER PARKING & CIRCULATION RECOMMENDATIONS

The following are additional actions suggested to advance parking needs, complete streets, and traffic calming in the Hamlet. Some of these address Town administration as well as potential revenue capture.

Brookside Parking Lot Development

Site Configuration – It may be possible to add more stalls at this lot through additions on the southern side of the property. It may also be possible to optimize space by providing some compact stalls that would be a minimum of eight feet wide and 16 feet long, compared with the Town standard for a stall measuring nine feet wide and 18 feet long, exclusive of standing area and aisles for maneuvering.

Electric Vehicle (EV) Charging Infrastructure - Given the former use of the adjacent Town-owned building as a public works garage, there may be electrical service configurations available conducive to providing electric vehicle charging stations. Should the Town continue to maintain Brookside parking lot as public parking, it is suggested to consider electrifying some or all of the stalls for EV charging. It is the current Highway Superintendent's preference to electrify a lot like this, rather than supply EV charging at parking stalls positioned in the street network.

The New York State Department of Environment previously provided competitive incentives, including grants, for establishing EV infrastructure. One example of such a program was the 2022 Municipal Zero-emission Vehicle (ZEV) Infrastructure Grant Program, which in a Disadvantaged Community like South Nyack Hamlet could provide up to \$300,000 per facility within a 50%/50% matching grant, when such facility is available to the public 24 hours per day, 365 days per year (www.dec.ny.gov/docs/administration_pdf/22zevinrfa.pdf).

Likewise, the now closed 2023 Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program, provided leveraging to deploy publicly accessible EV charging and alternative fueling infrastructure in places people live and work. The program aimed to establish EV charging infrastructure projects in publicly accessible locations, including downtown areas and local neighborhoods, particularly in underserved and disadvantaged communities.

The Town Code provides for EV charging stations; therefore, it is recommended to proactively take steps to configure this lot with EV charging capability within the whole lot, or on its eastern edge. It is encouraged to use grant funds from programs such as those referenced above to pay down any cost for engineering design and upgrading electrical services in order to achieve an adequate power supply and necessary circuitry. Such a target presumes that nationwide fleet electrification will proceed within the next 5 to 10 years, which will be accompanied by readily escalating demand for this type service in the foreseeable future. If there is development of charging stations along the wall of the former DPW building, an easement may be required to enable the continuation of the EV technology if the building itself is advanced towards a sale or other disposition.

If a grant is pursued, it may be possible to upgrade the lot's parking surface and a storm drain servicing the lot. There may be potential to specify recycled pavement material and to deploy green infrastructure, or other retrofits, in order to slow storm water flows and aid the quality of drainage entering this inlet. Finally, the blank building wall facing the lot might be considered for placement of a mural that would aid community sense of place.

Event Parking & Congestion Management Planning

The stakeholders interviewed for this project have identified that during non-routine events in the Village of Nyack, such as when there are street fairs, or the Fourth of July parade, that closing of South Broadway in the Village causes friction and spill-over effects that result in parking congestion in the South Nyack Hamlet. There are concerns with traffic safety during these periods of peak parking demand when people visiting the events may be prone to park illegally within the northern edges of the Hamlet area.

While Town legislation is not proposed to deal with this infrequent peak demand for parking associated with these events, this Study does recommend the Town request the Village of Nyack to collaborate with various Town and area entities, such as Police, Highway staff, and emergency officials in the formulation of ‘Special Event Traffic Management Plans’ that can be used to ensure there are strategies established to help ensure there safe circulation and parking and public understanding of how circulation and parking will be handled during events.

An Events Traffic Management Plan –

- Can provide a framework for how people travel to the event, including where they are encouraged to park and can access the closed streets.
- The objectives would include: efficiently distributing the flow of traffic and minimizing the superimposition of traffic flow on a single access road section.
- Before every event, once the date and time are confirmed, the details of the event could be advertised on the roads, so that the daily commuters are aware of the event and decide in advance the route to take.
- Preparing a signing plan guide indicating signs from a freeway or arterial access point to various parking areas, temporary signages indicating no parking, or guiding visitors and travelers in the right direction to the provisions to the parking available.
- Monitoring parking area occupancy to avoid unnecessary traffic towards the occupied lots and directing any new vehicle to a new lot.
- ITS (Intelligent Transportation Systems) involves using computer and electronic technologies, communications, or information processing to improve the safety and efficiency of the transport system.
- As missed turns result in additional circulation through the site area and impact street network operations during egress, traveler information considerations during event egress are important. It includes the provision of parking area identification landmarks, and guide signs to major freeway/arterial routes at parking area exit points and adjacent access roadways.
- This plan can provide a framework for how people travel to the event, including where they are encouraged to park and access the closed streets. The objectives would include: efficiently distributing the flow of traffic and minimizing the superimposition of traffic flow on a single access road section

Influence of Remote Work /Hybrid Work on Parking Demand

Starting with the public health effects of the Covid-19 epidemic lock-downs in early 2020, there have been profound shifts in workforce and commuting patterns nationwide. There are now greater proportions of people working from home, often with at least part of their average work weeks served through remote connections and home-based work

days. These hybrid or entirely home-based work situations contrast with more traditional routines whereby workers often commute to workplaces over five consecutive weekdays. The following is a summary of some features and trends of remote work and how it may relate to the need for a supply and regulation of parking in the Hamlet.

A nine-month Stanford University study of 16,000 workers found that working from home increased business productivity by 13 percent when comparing the company's profits to previous years. Remote work is shown to increase productivity and remote workers value flexibility. Therefore, this is one reason it might be supposed that patterns of employees commuting from homes to worksites five weekday mornings per week may not revert back to levels which were being experienced before the pandemic.

Research indicates that 97.6% of remote workers would like to continue working remotely for all or part of their career. Hybrid work has become more and more popular during the post-COVID transition from fully remote jobs. Such hybrid style work allows employees to collaborate meaningfully in-person when necessary while maintaining remote flexibility for the bulk of their schedule. This trend explains residents preferring to stay at home and work, thus parking their cars the whole day, as compared to the older traditional model where many people commuted to work, and which resulted in lower demand for on-street parking stalls during weekday.

According to 2017-2021 ACS data, 72.9% of the civilian labor force in the former Village age 16 years+ were employed. Using an ACS estimated Village population of 7,236 in 2021, it is supposed the employed workforce was around 4,601 persons in 2021. With 5.57 persons per car, this means that if all persons in the workforce commuted by car (which is likely an overstatement) there would be around 826 vehicles traveling in the Hamlet on a typical workday as these people journey to work (4,601 employed in workforce divided by 5.57 persons per car).

Due to increases in people working more often from home, it is supposed that some undefined but smaller proportion of these 826 vehicles would not undertake journeys to work starting in the Hamlet. However, for the purpose of this study, a finding based on anecdote and general observations, including through consultations with the Project Steering Group and stakeholders interviewed, is there appear to be limited perceptible changes in levels of parking on South Nyack Hamlet streets during daytimes since 2020. At the very least, the parking demand is distributed all around the Hamlet's residential street grid. It does not seem this type of daytime parking demand is causing problems with circulation. Moreover, the features of remote work would not cause a change in demand for overnight parking, when on-street parking restrictions create the greatest challenges for Hamlet residents. Therefore, while there may be small increments of increased parking demand in the Hamlet during the daytime on local streets attributable to higher rates of people working from home, it seems the proposed arrangement allowing on-street parking on certain Hamlet streets, will provide for generally ample supplies of on-street parking during daytimes. Many places in the former Village currently restrict parking to two hours. Since this is the same pattern as is evident in other more densely populated hamlets like Pearl River, there was a choice to replicate this same pattern of limiting parking within the new Town standards to the same way it is currently accomplished in other parts of Town.

Shadyside Avenue

Shadyside Avenue is 23 feet wide and has narrow, unmarked travel lanes with generally no defined shoulders. The street is signed “No Parking” by the northern Route 9W intersection. Village Code prohibits parking on both sides 200 feet from the Route 9W intersection and on the entire east side. Parking is prohibited in the part of this street located further in the Town, as there are no express parking allowances in Town Chapter 39.



Image 13. Image capture from Google Earth - January 2023

Nine parcels front on this street consisting of eight single-family and one 2-family residence. There are steep grades and topographic variations on either side of the street, which causes these somewhat larger on-average properties to have limited onsite parking options, and which means there have been long-standing parking and circulation problems in this general location.

According to consultations with local officials and as confirmed in stakeholder interviews, the circulation and parking issues on this street appear to have worsened. This street may be experiencing increased traffic volumes as vehicles travel across Shadyside Ave. to access Route 9W and Route 287 and as vehicles travel towards Old Mountain Road and then to Blauvelt using Clausland Mountain Road and non-residential zones north of there on Route 303 using Tweed Boulevard. It also, at least anecdotally, appears that Shadyside Avenue’s use as a bypass appears to involve a substantial number of commercial vehicles that are not destined just for this area.

This street is a strong candidate for traffic calming since the street is not designed to accommodate through-trips. If bump-outs or chicanes were added, it might also be possible to add limited parking. Alternatively, the length of this segment could also be assigned no-parking. As a means of providing some minimal parking relief to owners, it recommended to explore the possibility creating shared driveways, as a potential means of practically aiding residents

in achieving some onsite parking. Yet, it would not be encouraged to allow building expansions unless there is mitigation supplied, such as to aid in achieving more adequate levels of onsite parking.

Heavy Truck Limitations

While not presented in the proposed local law, a recommendation the Town Board could consider is prohibiting heavy trucking on certain Hamlet streets. This could help reduce, but not fully eliminate, potential for traffic friction between autos parked on-street and trucks which would be diverted to other routes. Streets could be added to Town Law §39-11 ‘Heavy Trucking’, which restricts travel by vehicles five tons and over unless they are making local deliveries. Since there were comments on a potential need to manage truck traffic, the set of streets suggested to assign as restricted was expanded from Clinton Avenue west of Franklin, and White Avenue (per Village Law §310-14 ‘Though trucking prohibited’). In forming these recommendations, one objective was to inhibit potential for trucks to cut through residential areas as they travel to and from Nyack’s core using Brookside or Elysian Avenues. It was also designed to prohibit these type trips on hillside streets, including Lowland Drive, and Mansfield Avenue.

- Brookside Avenue;
- Clinton Avenue, west of South Franklin Street;
- Elysian Ave;
- Lowland Drive;
- Mansfield Avenue;
- Maple Street;
- Prospect Street;
- Shadyside Avenue;
- Terrace Drive;
- Voorhis Avenue;
- Washington Avenue;
- Washington Street; and
- White Avenue.

Brookside Avenue One-Way

Based on examination of the Hamlet grid, there was a scan as to whether establishing any additional streets as one-way could provide benefits in terms of potentially yielding some parking capacity, and/or aid vehicular passage and street maintenance and operations. Given the Hamlet’s streets layout, the only street segment identified that may readily lend itself to this purpose is Brookside Avenue.

It is recommended to provide one-way traffic extending westerly from South Franklin Street. With this configuration, users could return easterly on Clinton Avenue, where there is an electronic automated traffic signal, or via White Avenue, which has a stop sign control at South Franklin Street. If one-way travel is instituted on that segment, there could be consideration for supplying parking on the southern side, possibly including a Town exception whereby overnight parking is allowed, since this is location with the highest concentration of parking

need. Allowing parking on the south side could help ensure that there is access available during nights along the northern frontage of this street where there is higher density land use.

Given the limited space available on most public streets, typically with less than 30 feet of curb-to-curb width available, especially on secondary, low volume streets in the Hamlet, assigning one-way travel could provide greater available space for assigning a parking area/parking lane, as well as a wider, easier to traverse vehicular travel lane.

If there is concern on Brookside Avenue for vehicle speeds upon a one-way assignment, it is recommended to provide traffic calming measures as outlined previously. It is noted that if the demand for parking at the Brookside parking lot remains slack, and allowing overnight parking on Brookside Avenue does advance, it is encouraged to limit how much on-street parking is supplied because the preferred approach is for stimulating the use of off-street parking opportunities.

Reserve Some Space Outside Travel Lanes for Other Productive Uses

In conjunction with advancing a comprehensive parking program and policy framework for the Hamlet, this Study advocates for practicably applying physical traffic calming, or policies that support traffic calming, to assist traffic safety, complete streets, and quality of life. It is not expected reservations of space within rights of ways for physical interventions like these will have any significant impact on the ability to achieve on-street parking.

Through this Study, the Town is signaling support for development and enhancement of the regional transit system's bus stops, bus shelters, and even intelligent transportation systems (ITS), such as electronic kiosks at bus stops, along South Franklin Street, or other higher-order corridors, as part of efforts to sustain a quality traffic environment and practically integrate long-term parking solutions and multi-modal opportunities. This will aid user experiences for people who ride transit. Supporting regional transit agencies in delivering transit in and besides Hamlet public streets can increase the potential for more people to get out of their cars, or not own a car at all, thereby easing parking demand, freeing-up some space in streets, and relieving potential traffic congestion.

Considering capital infrastructure Orangetown owns, its street and drainage facilities are a high value community asset and operational focus. Streets are also a sizable land use, particularly in the higher density Hamlet with its traditional local grid and extensive highways and interchanges. While tree canopy is not a focus of this Study since street trees are located outside curblines, given the Hamlet's built character and significant increasing potential for extreme heat waves and severe public health effects, Town staff should continue with aggressively cataloging the features and attributes of its street facilities. Having a detailed inventory on pavement and curb locations conditions, drainage system components, signage and signals, sidewalks, and locations and conditions of street trees will provide a valuable tool for planning, managing and enhancing South Nyack's parking and the whole street network.

NEXT STEPS

A proposed local law implementing the recommended parking organization in the Hamlet as discussed in this Study is provided in Appendix B. A main consideration is whether to temporarily enact suggested parking standards in order to test their practicality. Taking it incrementally can inform whether the proposed standards operate as intended, prior to proceeding with enacting them full-time. An advantage of prototyping various parking rules prior to their full enactment is that it can ensure that options proposed function as expected. Additionally, this approach can help ensure there are not expenditures for implementing parking or traffic management signage that could be changed or become obsolete.

A major decision to be made is whether to allow overnight parking on a small set of streets. If there is overnight parking on four to six streets, this should serve existing demand. To achieve this type of parking on Brookside Avenue, it is suggested to assign this street as one-way. A street such as Mansfield could also be considered, although there is not as much demand evident in the area.

If there is ultimately a policy decision to allow some limited overnight parking during winter on a small set of street segments, in order to alleviate quite high demand, then it should not be construed there should be vast changes provided that would allow for on-street winter overnight parking all throughout Town. Rather, there is a rationale and basis for enabling these select exceptions. Moreover, the Town can be expected to vigorously enforce no-parking in these same locations during winter storms/ temporarily declared snow emergencies, when it is absolutely essential for the Highway personnel to be able to clear streets.

Eventually there may be a need to upgrade some signage for parking and traffic control in the Hamlet in locations where policies change from that which was applicable per the former Village code. Signage would be specified based on the Manual of Uniform Traffic Control Devices (MUTCD). It was not examined whether there is a full sign inventory existing now for all signs currently situated around the Hamlet. It is recommended that any new signage should be installed per MUTCD standards. There should be a budget of roughly \$4,000 assigned to replace signage over a 1- to 2-year period, as practical. This is based on a rough estimate of \$150 per sign and sign pole needing to be installed, with \$1,000 as a contingency since this analysis is not highly rigorous. Painting striping/ restriping paint costs and labor allocations would also be needed; however, since these are part of routine operations, it is not expected there will be a need for extra budgeting if these can be blended with normal work flows.

Over a longer-term the Town is encouraged to advance complete streets in the Hamlet in conjunction with modernizing parking policies. Actions to advance traffic calming can serve as prototypes that rely on best practices and provide possible techniques to apply in other parts of Town. According to pedbikesafe.org, the Pedestrian Safety Guide & Countermeasure Selection System, under its discussion of On-Street Parking Enhancements, the cost for an action like a curb extension can range from \$2,000 to \$20,000. According to the same source, the cost of installing a landscaped chicane can range from approximately \$2,500 to \$16,000 each, with an estimated service life of 20 years, and drainage requirements and utilities relocation often comprising the most significant cost considerations. Going forward, Town officials are encouraged to consult the community and identify potential locations for traffic calming, and to define whether there could be updates to traffic calming screening criteria. There might also be consideration whether traffic safety benefits may be derived and whether at the same time some on-street parking options could be garnered, if there were consideration to develop one or more streets in the western portion of the

grid as one-way, with particular attention paid to Terrace Drive (investigation of this topic was not feasible given the scope and budget available for this Study).

Overall, it is recommended for the TAB to be tasked with reviewing parking conditions and needs in the Hamlet within two to three years of the presentation or adoption of this Study. Performing this evaluation can be an aid in assessing whether there are potential needs to further adjust policies, or undertake actions which support a comprehensive program of traffic safety and supplying parking in this Hamlet.

APPENDICES

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APPENDIX A: STAKEHOLDER INTERVIEW NOTES

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Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary
David Majewski, Chief Fire Inspector, Town of Orangetown, and former Village
of South Nyack Building Inspector

Friday January 6, 2023

Mr. Majewski believes there is adequate potential for fire department vehicle apparatus access on the public streets in the Hamlet and there can be achievement of Department of Transportation minimum standards. Some of aerial/ladder trucks in the area are tiller type vehicles, which are steered from both the front and back, and can maneuver tight corners and narrow streets. Yet, he also understands that the tower type ladder truck is able to easily maneuver the street grid in South Nyack.

As a Fire Inspector, he has knowledge of the residential housing/ building stock around the Hamlet. Just like as was done in the former village, the Town conducts inspections on certain types of properties, like three-family residential structures, and apartment buildings with more units than that. Most of the apartments are smaller, often comprised of around four units.

In terms of on-street parking generation, most problems arise west of South Franklin Street and east of Route I-287. There are a lot of houses built and sited in close proximity to one another, such as when the Thruway was built and houses were moved away from the area of highway construction. There is a subset of properties that do not have driveways because the buildings occupy large proportions of their lots.

It was noted there are higher proportions of rental units in the super block around S. Franklin St., Cedar Hill Avenue, the east side of the Thruway, and Cooper Drive. There are concentrations of three-family units on Elysian Avenue. There are also some on Brookside Avenue.

It is Mr. Majewski's understanding that when the Village operated a three-hour overnight prohibition on parking on public streets, citations were most often associated with noncompliance occurring within that super block. There were 100 to 200 citations per month and a substantial part of them were for that area.

For residents of Elysian Avenue, users may not be as prone to use the Brookside Avenue public parking lot, as it is a lengthy walk to that location. It might be advantageous to look at patterns of usage, however, for low- and moderate-income households in this super block, it could be that those with more limited incomes may be less likely to rent spaces because of required out-of-pocket costs.

Mr. Majewski thought four or five years ago the Village Trustees changed policy to do away with some on-street parking allowances on Depot Place.

When he was involved with the former Village's Building Department, there were infrequent requests for zoning relief for driveways and providing onsite parking because the problem was preexisting. There were not applications for major reconstruction or new construction that might have influenced new needs for onsite parking and potential relief around driveway access and availability of parking. It does not seem like zoning changes can be used to help provide parking solutions.

Mr. Majewski does not believe there is a significant difference between a Town requirement for no parking within 30 feet of an intersection, and a former village standard. There likely would not be issues associated with adopting and relying on the Town standard.

Summary: South Nyack Hamlet Parking Study – Interview of David Majewski

Page 2 of 2

In order to provide some on-street parking opportunity, the Village of Nyack uses alternate side parking arrangements.

It was encouraged to take a look at the street maintenance requirements for public works and street operations in the super block west of south Franklin St. There was street sweeping provided by the Village.

It was encouraged to look at the parking utilization of the Brookside Avenue lot when the Village was operating. Understanding is there was a waiting list at that point.

Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary
Jeffrey Hirsch, hamlet resident, and former Village of South Nyack Trustee

Monday, January 9, 2023

Mr. Hirsch lives on Clinton Avenue. It is a busy and narrow street.

Traffic circulation pattern changes occurred in association with street system reconfigurations which corresponded with development of the New New York Bridge, now known as Governor Mario M. Cuomo Bridge (and implementation of the Shared Use Path for non-motorized users). This has impacted the levels of traffic on Clinton, for example. There was an electronic traffic signal put in as part of managing traffic.

The extent that there is parking available, or feasibly provided, on various public streets relates to the level of traffic and pass-ability of streets. Mr. Hirsch believes there was a former Village policy adopted, for example, not long ago, for no parking at all on the segment of Clinton between South Franklin and South Broadway, however, this is currently provided with signage for no-parking.

Besides fire access, there is a need for school bus access in the street grid. Also, truck traffic patterns necessitate a need for adequate clearance widths, since delivery vehicles often travel in this hamlet. Truck traffic, it was noted, sometimes ends up on streets where there is not supposed to be truck traffic.

He does not believe there was a complete street policy formerly in-place within the Village.

There is some on-street parking need on the northern part of South Broadway and on Shadyside Ave.

For Brookside Avenue parking lot, Mr. Hirsch thought the former fee was \$100 per year. It was noted there was not a lot of enforcement for whether people parking in Brookside Lot had permits. Likewise, the Village Clerk had challenges collecting parking fee revenues in the past for Brookside Lot.

There was identification of the impacts of parking demand in terms of congested parking situations arising when there are events, like the street fair, held on certain select weekends in Nyack. The street fair happens five (5) days per year. One place impacted in association with Nyack Street closures and events is Piermont Avenue. There are similar problems of non-routine congestion arising with a heavy prevalence of people parking on-street all throughout the grid within South Nyack when there are parades in Nyack.

Mr. Hirsch is not familiar with whether the Village of Nyack coordinated with South Nyack, such as to effect traffic management planning and institute traffic and parking mitigation measures during Nyack events. The policing for the Village of Nyack has been provided by the Town of Orangetown for many years (it was noted the Orangetown Police have a strong presence in the hamlet area and they have a satellite police building in Nyack).

He does not believe policies like alternate (opposite) side of the street parking were ever contemplated since many streets in the hamlet's grid are narrow.

Mr. Hirsch felt that the Hudson Link bus operating on North Franklin Street does not positively influence quality of life. It was unclear how much local use this bus gets, such as in terms of drop-offs and pick-ups along this corridor in the Hamlet.

Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary
Roger Seiler, Hamlet resident, and former Chair, Village Zoning Board

Wednesday, January 11, 2023

In the west part of the Hamlet, when the Village existed, the application of regulations and prevailing operating procedures enabled parking on-streets. Examples of this were arising to the west of Hillside Avenue. When laws around parking in that part of the street system weren't enforced, there could be parking exhibited on Terrace Drive, Chase Avenue, as well as South Boulevard (for example, this was the case up towards Simpson Hall – the biggest building on former Nyack College campus (residence hall), which is south of the Upland Drive intersection.

One issue was there was poor enforcement of regulations in the Village. It was not all times of day, as much as it was mainly the residents parking 24-hrs and not being ticketed. This is because there was an informal Village parking policy that exempted on-street parking, if people called the police to ask for consent to park on-street.

On Shadyside Avenue – there are parking structures on properties that should be managed; they should be regulated to provide land use compliance. For example, there are wood parking deck structures located on private property which could deteriorate and present a risk.

They weren't seeing variance requests to deal with relief from parking requirements in any particular part of the Village. This is because there was informal relief, which came about because of limited enforcement and an ability to park on-streets overnight if there was a call made to the police.

For superblock around Brookside Avenue, Mr. Seiler's observation was that people could pay a low rate for parking. He isn't sure there was, or is, so much of a parking problem in that area. He does not feel there is a lot of parking congestion. He is familiar with the area, such as from when he lived on Ross Avenue.

Thoughts on Piermont Avenue – he is also familiar with this street, which he lived on. Not many people tried parking by Clinton, as it is not wide, and is an uninviting environment for parking. On the north side, by Cedar, there are periodic problems. For one, that segment is proximate to Memorial Park in Nyack. The Village of Nyack eliminated parking by and around Memorial Park. It caused some change in demand whereby people park on South Nyack Hamlet nearby streets. For example, they might choose to park on the east side of Piermont.

Many lots existed before zoning. There is some similarity with Nyack, such as in terms of small lots proximate to one another. On small lots, when there is new building, or reconstruction of a building, there often is close proximity of structural features to adjacent principal dwellings. So, they worked to manage the layout of new structures, as well as driveway access, inclusive of the siting of air conditioners, or the siting of other appurtenant building and site features. This provided for blending of new growth with existing land uses, and there was good fit achieved through an effort to minimize conflicts between adjacent properties.

The parking for apartment buildings on Broadway and Piermont is mostly provided onsite. There was mitigation stipulated, like for parking landscaping and parking placement. Does not feel there is much parking spillover or problems in those areas. The zoning was organized so there was an orientation to preserving and managing the appearance of those structures. When base zoning districts allow first floor

Summary: South Nyack Hamlet Parking Study – Interview of Roger Seiler

Page 2 of 2

professional offices or retail (like antique stores), with allowances for apartment(s) on upper floors, it was a tool to provide for adaptive reuse and avoid demolition of these buildings.

The Zoning District SN-4A is the Hand Mansion property. It was provided its own zone, as the features there differ greatly than with surroundings.

On Broadway, further south, there are some big houses that have been and remained vacant (some are foreclosures), such as the southeast corner of Clinton and South Broadway. A stucco, known as Van Slyke House – was built by Emory Brother Architects, who plied this region at the turn of the century. The properties are not necessarily getting neglected. There are others on South Broadway. Preservation objectives are in play in the base Zoning Districts, to preserve character. There are not anticipated to be parking problems when these are reoccupied, or if they change use.

He is not familiar with a parking study done when the new bridge was being planned/ permitted. Mr. Seiler hasn't seen it.

One street-use related concern identified is for medium-size delivery trucks, like are used by online retailers. These are coming off the Bridge/Thruway, and they are ending-up on the surface network, rather than traveling longer distances to warehouses. They are turning up Lowland Drive, which merges with 9W by where South Franklin crosses over the Thruway. They end-up going onto streets, like Terrace, which are curvilinear and there are pedestrian trips. This causes a risk of friction between pedestrians traveling on the streets and delivery vehicles, since there are not sidewalks. There are some limited deliveries being made to properties, but Mr. Seiler believes these delivery truck trips predominantly represent through-trips destined for external destinations. This is a reason to advocate for truck traffic limitations and enforcement. A related problem is that the Lowland/ 9W intersection has poor sight visibility, so this can be a reason to ensure there is no parking close to that intersection.

He agrees there were changes in circulation resulting with implementation of the New York Bridge. Examples of locations impacted include: Cornelison, Mansfield and between Broadway and Piermont. Further north on Broadway, plus on Clinton, are also places with higher or altered traffic.

It was asked whether there are parking opportunities to leverage on existing streets. There is some bicycle traffic on streets like South Franklin, in which case they are not using the directly adjacent bicycle path, but it does not seem like there are many parking options on South Franklin. There have been some changes in the bicycle mix on South Franklin as a result of changes in traffic and circulation arising with the construction of the new Thruway Bridge. Some bicyclists do migrate to the path. South Franklin is a narrow street. There is relatively heavy travel by buses on that street too.

Would like to travel the network with the consultant and show them features of land use and parking.

Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary

Rosanna Sfraga, Town Clerk

Wednesday, January 11, 2023

Theresa Pugh assisted the call.

Yes, the Complete Streets policy that is adopted can be obtained by looking at the meetings folder on the Town website for the date applicable in 2019. If there is trouble finding it, they may be able to help.

Parking enforcement in the Town is done by the Town Police.

Pearl River Parking District – There is a Parking Authority. It is operated in conjunction with the Police Department. There is a specific line item in budgeting and it funds the directly related aspects of District administration, including enforcement. Otherwise, in other parts of Town, the parking enforcement function is provided by the Town Police Department.

American with Disability Act (ADA) Parking Placards – It was inquired whether these can be isolated by sub-area, such that there could be identification of the number demanded in the area of former Village? This type of authorization to supply ADA parking placards is based upon applications and the presentation of supporting information by an applicant. They are provided for either temporary, or permanent three-year basis – this is a State policy that they are mandated to implement. This data would be hard to retrieve - it would have to be a special report generated by the software company.

Brookside Lot – The number of permits secured so far in calendar year 2023, for the 26 available spots, is 14. The charge is \$300 flat for one year. The Village used to charge \$150 per year. Last year at the point of Village dissolution most stalls were taken. Demand apparently dropped off because there is not enforcement. There is signage coming that identified parking is by permit only at this parking lot.

The Town Clerk will share information that can enable analysis of where applicants are from. The data may have limited utility since there are mailing addresses and some are PO boxes. The Clerks indicated people who come in to apply for these parking permits say they often do not have places onsite on the properties that live at available to them to park motorized vehicles. There are some applicants who live on Vine Street.

Are they going to need to establish any policy to enforce at the Brookside lot – she was not sure. It was indicated the Police are involved in enforcement.

The Clerk's office has not been very involved with Electric Vehicle (EV) charging stations on public properties the Town owns. Not familiar with policy around this.

Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary

Nyack Fire Chief Ted Ryder

Thursday, January 12, 2023

There have been cases where it is difficult for emergency vehicles to gain passage due to on-street parking conditions. Even recently there was a case on Elysian Avenue where there was a fire call. Cars were parked on both sides of the street. They were parked in such a way it was difficult to put out the stabilizers/ splays, which balance the ladder truck, without having those come down on the hood of a car (if that happens the vehicle parked is damaged). These extend five or six feet out from the vehicle. This means that anywhere there is parking on-street, there is potential for problems and friction during rescues, which can cause extra time in reaching the location of an incident, as well as in deploying equipment and personnel.

“Tiller” type ladder trucks, 60-plus feet long, steer from the back. They can maneuver through the streets. They are not as much of a challenge navigating within streets as the other largest vehicle they operate.

The new vehicle, a rescue truck, is 34 feet long and it is the most challenging to maneuver because it is wider than other vehicles in the fleet (it is not steered in the rear). It was requested to obtain the width. They try to manage and minimize the lengths and widths of vehicles the procure.

They do not have problems maneuvering corners and there are adequate clearances. Thirty feet at corners is adequate.

The Chief noted the allowance for overnight parking in South Nyack was an informal arrangement. It was not a policy on the books.

Before any efforts to install physical traffic calming measures, the Chief requested for the Fire Department to be consulted on the potential designs. There were recent cases where the Village of Nyack took action to provide neck-downs with bulbed-out curbs and shorter pedestrian travel distance across some Nyack Streets. A problem arose that it was not easy to maneuver by the curbs installed. For instance, they were not easily mountable and easy to cross. The difficulty of passage on an island caused for physical changes with infrastructure being removed.

Considering parking management, it was recommended that there did not seem to be a lot of parking enforcement. Nor does there seem to be much enforcement now. Does not believe, but is not certain whether the police station has officers operating out there, although it does seem there are patrol cars there at times.

Supports the snow emergency declarations and that policy technique.

Is not a big fan of opposite side parking as that practice is used in the Village of Nyack. Yet, suggests there is not much enforcement there.

The Chief felt that streets that are 30 feet wide generally operate fine. Supports striping on streets, so users perceive how operations are expected to proceed. Signage is also important for aiding user understanding.

It seems that the Chief could generally supports the notion for events and non-recurrent congestion plans with stipulations for parking.

Summary: South Nyack Hamlet Parking Study – Interview of Fire Chief Ted Ryder

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Asked about any particular accident locations, there were not any particular intersections or other points identified. With the circulation system physical changes implemented with altered access to the New New York Bride, the Chief believes there are more vehicles traveling on South Franklin Street. At the same time, there seems to be a decrease in traffic with a shift away from South Broadway.

The Fire Chief was asked to supply the width of the widest vehicles (as well as length).

Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary

Michael Lockett, Former Village of South Nyack Trustee

Tuesday, February 7, 2023

He is interested and concerned for traffic patterns and how these relate to establishing parking policy and parking supplies.

At the point of dissolution, there was concern for the Brookside lot in the Village. It is a beneficial resource. Seems like it may be worth sustaining, at least in terms of some of the spaces there.

People have complained about the relationship of parking and traffic for years. They even did their own parking study (which was distinct from a prior NYSDOT study which was done in conjunction with establishing the New New York Bridge). A local Parking Committee did the second (local) study. They took on undertaking analysis and making recommendations, since there was not strong multi-jurisdictional collaboration.

Prior to and leading up to formal Village dissolution, there was legislation requested of the NY State legislature to allow parking permits. The reasons it didn't succeed in getting onto the floor of the NY State legislature may be because:

- 1) It is a unique type of legislative permission. Once you allow a local municipality to regulate commerce around parking, there is a need to make sure the type of power isn't abused in other instances, or to the detriment of neighboring residents; and
- 2) The difference between a normal day and a peak day's parking demand and transport conditions. It was infeasible to establish a permit scheme whereby there was interest in implementing a digital permitting system, for eight or ten streets. An example of a street which was focused on was Clinton, which has lots of deliveries, and at peak points is experiencing significant trips.

Locally, the concerns around traffic and parking, include escalated demands for parking caused by bikers, hikers, and street fairs. Mr. Lockett does think that the development of congestion management plans for alleviating impacts during and around events can be a way to help manage these non-recurrent parking surges that come up a few hours of a particular day. These plans can help manage flows. It involves pre-communication and coordination. It would be advantageous to have many parties cooperating on planning for events and the development and implementation of plans for congestion management and parking around them.

Is it the case that jurisdictions have not collaborated in the past? The residents took advantage of the Village of South Nyack policies during the non-routine events that resulted in parking surges. The revenues for events went to Nyack – they didn't plan and manage the potential regional parking and circulation effects in conjunction with events approvals and sign-offs. It was at the heart of concerns for the residents of the Village of South Nyack. At this point, there is an incentive to play along with Orangetown since a majority of Nyack sits in Orangetown, the area is under the jurisdiction of the Orangetown police, and events are affecting the Town (may be cooperative). Hopes that Mayor and Trustees want to coordinate.

Regarding the police substation in Nyack by the northwest Hamlet corner – there is normally at least one car in front of it (that seems typical). The police seem to be there some. Not clear how busy the station is. The style of community policing provides for limited police presence. Yet, it also seems to be the chosen method of policing -- not to have too large of and a highly direct police presence. Maybe they could be more present during events (it could be a policy decision), as it seems this would help.

Summary: South Nyack Hamlet Parking Study – Interview of Michael Lockett

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It may be the case with an arrangement with no call-ins by people who want to park overnight (which was the approach under the former Village), that there is less parking infraction ticketing, less unease. You may not know who is parking, unless they are there day after day. There has not been an influx of cars getting broken into.

Regarding traffic flow –including business traffic – impacting the Hamlet and Shadyside Avenue – the former Trustee believes the delivery and business traffic has escalated. These type vehicles don't often enough take 9W and 59 to get into the CBD and business zones.

White Avenue is one focus. There are 18 wheelers coming off 9W, out of new Jersey, or from north, and they are ending up on White. Might be able to regulate using a truck prohibition on White and Shadyside. While this was discussed, the Village Trustees did not take that on during dissolution. They may come down Elysian, which is narrower, if they don't know about White.

Thoughts on traffic calming on Elysian or White. If it had gone better in Nyack, it might not be so challenging. Nyack used COVID-19/ ARPA funds for sidewalks rehabilitation and curb extensions. People didn't perceive speeding problems in places they made modification, plus there was inhibited business deliveries. People didn't support the expenditures,

Signage can only go so far. There is a need for enforcement. Example of a meaningless signs is a concern for him. One example is a no left turn control sign out of the Target at the Palisades Mall.

Renters in this area often do not have English as a first language. There may be a benefit from person-to-person communications, or possibly flyer in other languages might be used as a way to communicate with the segment of the Hamlet population that is non-English speaking about the Parking Study and the options being considered.

Observations on the west side of the Hamlet – the homes are remote. It would not be an area people park because they don't travel such large distances. Thus, signage and limited enforcement may work fine.

There was a concern that the rental market could be impacted if Brookside lot was conveyed. Seems like subdividing off some stalls, might be an option. However, there was an open question as to whether potential future buyers may need parking?

Doesn't know about accident prevalence or severity.

Who has jurisdiction for the traffic light on Clinton and Franklin? Sometimes it has only worked sporadically. Sometimes there is interest on reconfiguring and calibrating the light to aid in traffic circulation and flow at this high volume intersection. How many agencies are getting called? It seems like Orangetown and Orange & Rockland Utilities have been involved in the past.

When there are efforts to provide outreach with the community – during the future phases of this Project - people probably will take involvement, such as at a public meeting. It is suggested to communicate through the Town website, the Supervisor's weekly email, using Facebook groups available in this area, plus perhaps a multilingual flyer.

Town of Orangetown South Nyack Hamlet Parking Study – Interview Summary
Traffic Advisory Board (TAB) Chair Yannazzone
Monday, February 6, 2023 from 10:45 to 11:30 a.m.

There was an overview of the purpose of this Study. Mr. Yannazzone is the Transportation Advisory Board (TAB) Chairperson. He was a former General Foreman for the Town Highway Department. Both roles provide familiarity with what comes before the TAB and how the area transport system functions.

The Nov 15 – April 15, 2:00 to 6:00 a.m. overnight parking prohibition could be something the Study looks at and considers incorporating. If snow emergencies are declared, the way it works is there are specific routes identified as Snow Emergency Routes. The Chief of Police, Supervisor, and Highway Superintendent collaborate in declaring Snow Emergencies. They are designated as per Town Code. There are threshold criteria, such as with certain depth of snow, or other factors. May want to pick main roads and evaluate ones with double yellow lines. The 2 to 6 am standard prohibition works for those times of day – maybe it could have been longer, as waiting until 2:00 a.m. can limit the time available for maintenance operations.

Asked if there are places to focus on in the Village, it was noted there is a particular concern on Shadyside. There are residential properties without driveways. The road narrows-down before 9W. There are cut throughs there, especially in peak hours. It seems this effect has picked-up in recent years. There are lots without driveways or limited driveways and topographic constraints in this area. It might help to allow parking on one side or the other. There are absolutely increasing levels of traffic. There might be consideration of using measures to control traffic like no left turn, or speed tables. The neighborhood is coming back to ask for something to be done.

Make the right on Clinton rather than continue on Franklin. It is a main route. Declare it a snow emergency route. It might be better to restrict on one or the other side. A restrictive hourly policy is challenging.

Example 2-hour vs 4 hour is seldom enforced without a meter. May suggest considering whether to be make one side or the other the side for parking. It is suggested to notify the residents on options.

Depot – not too familiar with the situation and that street.

Delivery vehicle prohibitions. Use Broadway, Clinton, Franklin, especially to access 9W. Keep them on South Blvd on the west side. Kind of an arterial. They may allow parking in the Town on the west side (so it makes sense as a Snow Emergency Route).

They review projects brought to their attention. They review ADA parking stalls if one is requested by a public building. One example was at the Library in Pearl River. It is case by case, to assess if it is warranted.

Brookside Lot – believes Town us working to be consistent.

Pearl River – Used to be parallel parking; is now diagonal parking at three municipal lots. There is residential allowance for fees/permits. There is now more volume in Pearl River: deliveries, parking arrangement and extensive signage there can make for a confusing user experience.

The Highway Dept. has their own sign-maker. If large volumes were obtained, they might order out.

Summary: South Nyack Hamlet Parking Study – Interview of Mr. Yannazzone

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Generally, agrees Town has a 35-foot triangle. No parking from 35 of intersection. Less than 35 is by a resolution. Sometimes not enough. Thinking especially in terms of sight distance. The characteristics/geometry of a road may influence whether there is a potential sightline problem.

Something to check is Brookside Avenue entrance grade and topography. Maybe examine other streets.

Mr. Yannazzone was asked regarding traffic calming in Nyack and whether there was a problem with some measures used? He is not sure what happened or why they failed. There is a traffic calming plan in the Town. This originates back to the 1990s and it addressed problems with speed and friction on cut-through streets. It guides what might be done. As a practice, they don't use speed tables on streets with double yellow line, but they may advise enhanced speed limit signs. Might publicize that speed is checked with radar. The program is used on streets with more than 1,000 cars per day. They have three places in-town that have been provided traffic calming. Shadyside Ave. might be a candidate.

Asked if there are locations with designated speeds below 30 mph, there is a designated speed limit below 30 mph on Washington Street in the Town from Route 304 to the New Jersey line. It is a hill. There are characteristics that warranted that treatment and there are restricted turning movements in some places.

APPENDIX B:
DRAFT LOCAL LAW AMENDING CHAPTERS 24 & 39 OF
THE TOWN’S CODE ENTITLED “PARKING LOTS &
METERS” & “VEHICLES & TRAFFIC”

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TOWN OF ORANGETOWN
DRAFT LOCAL LAW NO. ____ OF 2023
AMENDING CHAPTERS 24 & 39 OF THE TOWN CODE ENTITLED “PARKING
LOTS & METERS” & “VEHICLES & TRAFFIC” OF THE TOWN CODE

_____, seconded by _____, introduced the following proposed local law, to be known as Local Law No. ____ of 2023, entitled “A LOCAL LAW OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK AMENDING CHAPTERS 24 & 39 Within South Nyack Hamlet.”

SECTION 1. Statement of Legislative Intent. The Village of South Nyack was formally dissolved as a legislative jurisdiction on April 1, 2022 as that same area became a part of the Town of Orangetown jurisdiction. Per the ‘South Nyack Final Dissolution Plan’, July, 2021, by Laberge Group, page 18, pursuant to GML Article 17-A §789, all Village local laws, ordinances, rules or regulations, in effect on the date of dissolution shall remain effective for a period of up to two (2) years following dissolution, or until such time as the Town board shall adopt, repeal, or integrate such laws into the Town code. Moreover, such local laws shall be enforced by the Town within the limits of the dissolved Village as if they had been duly adopted by the Town Board. Based upon the March 2023 ‘Draft Hamlet of South Nyack Parking Study’, by Laberge Group, this local law proposes a new comprehensive framework of Town policies that regulate parking and related aspects of circulation within the hamlet of South Nyack. This local law also provides for the repeal of associated former Village laws, since they will no longer be controlling upon the adoption of this local law.

SECTION 2. New proposed town code changes are described below. New proposed code is shown as underlined, while if text of the existing text is removed, the text shown as removed is stricken, meaning it has a line through it.

SECTION 3. Chapter 39, Article I, Subsection 39-3 ‘Prohibition of all-night parking’, enable exclusions, for select streets, by adding within subsection A. a new:

(5) In the Hamlet of South Nyack; as follows:

- (a) Clinton Avenue, on the south side, west of South Franklin Street;
- (b) Cooper Drive, on the east side, between Clinton Avenue and White Avenue;
- (c) Division Avenue, on the north side, from Depot Place to South Broadway; and
- (d) Washington Avenue, on the south side, between South Broadway and 75 feet north of Glen Byron Avenue.

SECTION 4. Within Chapter 39, Article I, Subsection 39-5, “Prohibition of stopping, standing or parking in specified places” of the Town of Orangetown Town Code, add a subsection and criteria under a new subsection heading for the South Nyack hamlet. It will provide for the following prescriptions that will specifically designate prohibited parking areas. It will identify specific subsections or portions of streets where parking allowances for autos and/or other vehicles within the hamlet of South Nyack are expressly excluded, as follows:

Provide a new M. In the Hamlet of South Nyack; and recodify existing M as N, and then in M add:

- (1) Berachah Avenue, on east side, for its entire distance southerly from the intersection of Lowland Drive, and west side from 345 feet south of the intersection with Terrace Drive to a point 35 feet north of the northern edge of pavement on the western extending section of College Avenue;
- (2) South Broadway, on the east side, for a distance of 115 feet southerly from the intersection of the east side of South Broadway with the south side of Cedar Hill Avenue and for a distance of 75 feet on the west side of South Broadway southerly from the intersection of the west side of South Broadway with the south side of Cedar Hill Avenue;
- (3) South Broadway, on the east or west side, for a distance of 75 feet northerly and 75 feet southerly from the points formed by the intersection of the curblines of South Broadway and Clinton Avenue;
- (4) Brookside Avenue, north side, for a distance of 15 feet easterly from the intersection with Cooper Drive;
- (5) Brookside Avenue, north side, from the intersection of the curbline of the north side of Brookside Avenue with the west curbline of Depot Place for a distance of 25 feet westerly from the intersection of said curblines;
- (6) Brookside Avenue, north side, from the intersection of the curbline of the north side of Brookside Avenue with the east curbline of Depot Place for a distance of 25 feet easterly from the intersection of said curblines;
- (7) Cedar Hill Avenue, north side, the entire length from Piermont Avenue to Anna Street;
- (8) Cedar Hill Avenue, south side, for a distance of 72 feet westerly from the intersection west of South Broadway and 30 feet easterly from the intersection east of South Broadway;
- (9) Cedar Hill Avenue, south side, for a distance of 45 feet easterly from the intersection with Depot Place;
- (10) Cedar Hill Avenue, south side, for a distance of 50 feet easterly from the intersection with South Franklin Street;
- (11) Cedar Hill Avenue, south side, for a distance of 50 feet easterly from the intersection with Washington Street;
- (12) Clinton Avenue, south side, between South Broadway and South Franklin Street;
- (13) Clinton Avenue, both sides, west of South Broadway for a distance of 75 feet;
- (14) Cooper Drive, west side, between Clinton Avenue and White Avenue;
- (15) Depot Place, east side, entire length;
- (16) Depot Place, west side, from the intersection of the north curbline of Brookside Avenue with the west curbline of Depot Place for a distance of 25 feet northerly from the intersection of said curbline;
- (17) Division Avenue, south side, for a distance of 40 feet westerly from the intersection with South Broadway;
- (18) Elysian Avenue, north side, easterly from Franklin Street to Prospect Street;

- (19) South Franklin Street, both sides, from Cedar Hill Avenue to the Route 9W egress/ one-way exit onto South Franklin Street;
- (20) Glen Byron Avenue, west side, entire length;
- (21) Hamilton Place, north side, entire length;
- (22) Piermont Avenue, both sides, from Smith Avenue extending 1,045 feet southerly, which is the former location of the Village of South Nyack municipal boundary with the Village of Grandview;
- (23) Piermont Avenue, west side, from Cedar Hill Avenue westerly to a point 75 feet south of the south line of Voorhis Avenue;
- (24) Prall Place, both sides, between its intersection with the east side of South Broadway to its intersection with the west side of Piermont Avenue;
- (25) Salisbury Place, both sides, a distance of 350 feet easterly from the intersection with the east side of Piermont Avenue;
- (26) Shadyside Avenue, both sides, for a distance 200 feet from the intersection with Route 9W;
- (27) Shadyside Avenue, east side, entire length;
- (28) Smith Avenue, north side, entire length;
- (29) Smith Avenue, south side, for a distance 215 feet easterly from the intersection with Piermont Avenue;
- (30) Terrace Drive, west side, for a distance of 50 feet northerly from the point at which Berachah Avenue and Terrace Drive meet (a storm drain catch basin is a reference point);
- (31) Terrace Drive, west side, from 35 feet east/ southeast (downgradient) of Prospect Avenue extending uphill, or generally northwesterly, all the way to the South Highland Avenue/ South Boulevard intersection;
- (32) Voorhis Avenue, north side, the entire segment from South Broadway to Piermont Avenue.

SECTION 5. Chapter 39, Article I, Subsection 39-6, “Prohibition of parking on designated highways.” Within this subsection of the Town of Orangetown Town Code, add the following restricted parking areas, that will prohibit parking for autos and/or other vehicles within the hamlet of South Nyack, as follows:

Provide a new H. In the Hamlet of South Nyack; and add:

- (1) Chase Avenue, both sides, entire length;
- (2) College Avenue, both sides, entire length;
- (3) Highland Avenue, both sides, entire length;
- (4) Livingston Place; both sides, entire length;
- (5) Lowland Drive, both sides, entire length;
- (6) Prospect Avenue, both sides, entire length;
- (7) South Boulevard, both sides, from South Highland Avenue, extending to 1,255 feet south of the College Avenue intersection, which point was the former South Nyack municipal boundary line;

- (8) South Highland Avenue, both sides, from the intersection of Route 9W southerly to the Highland Avenue/ Terrace Drive intersection; and
- (9) Upland Drive, both sides, for its entire 0.28 mile length, from Highland Avenue in an easterly direction, to the intersection with South Boulevard.

SECTION 6. Chapter 39, Article I, Subsection 39-7, “Time Limitation on parking.” Within this subsection of the Town of Orangetown Town Code, add the following stipulations restricting the times allowed for parking of autos and/or other vehicles in certain areas within the hamlet of South Nyack, as follows:

In order to establish two-hour limits in the Hamlet provide a new A.(5) In the Hamlet of South Nyack: and add:

- (1) Brookside Avenue, both sides, from South Broadway to Franklin Street;
- (2) Cedar Hill Avenue, south side, from South Broadway to Depot Place;
- (3) Clinton Avenue, both sides, west of South Franklin Street, between the hours of 9:00 a.m. and 5:00p.m.;
- (4) Clinton Avenue, north side, from South Broadway westerly to South Franklin Street;
- (5) Clinton Avenue, both sides, southerly from South Broadway east to the end of Clinton Avenue;
- (6) Depot Place, both sides, from Cedar Hill Avenue to Brookside Avenue;
- (7) Division Avenue, both sides, between the hours of 9:00 a.m. and 5:00p.m, from Depot Place to South Broadway, with parking permitted for vehicles with valid handicapped permits only on south side, from a point 120 feet westerly from Broadway to a point 140 feet westerly from the intersection with S. Broadway;
- (8) Elizabeth Place, both sides, for the entire length;
- (9) South Franklin Street, east side, the entire length from Clinton Avenue to Brookside Avenue;
- (10) Gesner Avenue, both sides, from the eastern end of the street (edge of pavement of the dead-end) to a point 225 feet west therefrom until the hour of 8:30 p.m.;
- (11) Hamilton Place, south side, for the entire length;
- (12) Mansfield Avenue, north side, beginning from the intersection with South Broadway and continuing 50 feet in an easterly direction;
- (13) Piermont Avenue, east side, from Voorhis Avenue to Cedar Hill Avenue;
- (14) South Broadway, east side, from Clinton Avenue to Cornelison Avenue,
- (15) South Broadway, east and west side, from Cedar Hill Avenue to Clinton Avenue, Monday through Saturday;
- (16) South Broadway, west side, from Clinton Avenue south for a distance of 475 feet;
- (17) South Broadway, west side, starting at a point 95 feet north of the north side curbline of the New York State Thruway ramp and continuing for a distance of 20 feet, parking is permitted for vehicles with valid handicapped permits only;

- (18) Voorhis Avenue, both sides for the entire length, from Piermont Avenue to Depot Place; and
- (19) White Avenue, both sides, for the entire length.

Moreover, in order to establish 15-minute limits in the Hamlet, provide a new C.(2) In the Hamlet of South Nyack; and add:

- (1) Cedar Hill Avenue, south side, from Piermont Avenue to Broadway, except that for the first 15 feet of the parking area east of Broadway on the south side of Cedar Hill Avenue, parking will be permitted for 15 minutes only;

SECTION 7. Chapter 39, §12, “One-way streets and prohibited turns.” within this part of Town of Orangetown Town Code, add these standards for certain streets in the hamlet of South Nyack, as follows:

Provide a new G. In the Hamlet of South Nyack; and add:

- (1) College Avenue with a direction of travel proceeding downhill, beginning at a point in the center line of College Avenue (said point is 300 feet southeasterly measured along the center line of South Boulevard), thence running southerly, easterly, then northerly along College Avenue to Chase Avenue;
- (2) Chase Avenue with a direction of travel proceeding generally northerly between College Avenue and Prospect Avenue; and
- (3) Prospect Avenue, with a direction of travel proceeding downhill northerly, entire length.

SECTION 8. Brookside Municipal Parking Lot. Amend Town Code Chapter 24 ‘Parking Lots & Meters’, as follows, in order to affirm this lot is to be used for parking by residents and to affirm that there are standards for public parking for noncommercial vehicles at this property, with the legislative intent for this part to establish and affirm that there will be requirements for municipal parking permits in order to park at this location (criteria for the municipal parking permit is defined in §24-1.E.) and also as follows:

Amend Article I - Municipal Parking Lots, §24-1 “Permit parking in municipal parking lots”:

Subsection A. by adding the following clause so it now reads: The Town shall permit use of its Town parking lots for parking of motor vehicles located in the downtown Pearl River area and the Hamlet of South Nyack.

Subsection B. by breaking it into two parts and adding, after the first clause: “The municipal parking lots to which this section shall apply are the following Town-owned lots:”, and so it now has:

- (1) Pearl River: Parking Lot No. 1, located between East Washington Avenue and East Central Avenue; Parking Lot No. 2, located on the south side of William Street, south of Franklin Avenue; Parking Lot No. 3, located on the corner of East Washington Avenue and North William Street.
- (2) South Nyack: Brookside Avenue Surface Parking Lot on the South side of the street at 67 Brookside Avenue.

Also, amend and fix the current codification in Article I §24-3 “Penalties for offenses.”, by providing notation consistent with the rest of this Article, by adding A. Area of Town before the corrected (1);

Edit existing (1) changing the text before the table so that it reads:

registered owner of the vehicle:

SECTION 9. Pursuant to and consistent with existing Town Chapter 39, Article I, Subsection § 39-5.1. ‘Fire lanes.’ Add N. and the recodify existing M. into N., and add the following new text for M. Hamlet of South Nyack (former Village of South Nyack). Pursuant to and consistent with existing Town Chapter 39, Article I, Subsection § 39-5.1. ‘Fire lanes.’, if within the hamlet of South Nyack there is a proposed site plan or site plan amendment, and prior plans running with the land show Fire Lanes designated on any portions of associated public streets or public rights of ways, the location and arrangement of such fire lanes shall be shown on all plan submissions and shall not be removed or extinguished except in compliance with any applicable Town zoning standards, or the New York State Uniform Fire Prevention & Building Code, whichever is more restrictive.

SECTION 10. Repeal Village Code Chapter 220 Parking.

SECTION 11. Repeal selected Village Code Articles or Sections from Chapter 310 ‘Vehicles & Traffic’. These parts applicable to the management and regulation of parking and circulation within the former Village of South Nyack are hereby repealed in their entirety for purposes of continuity in application of the Orangetown Town Code within the Hamlet of South Nyack (which was formerly the Village prior to its dissolution on April 1, 2022). There are either existing adequate standards in Town of Orangetown Town Code, or content is proposed to be included that adequately address such areas and present alternative standards for incorporation into Town of Orangetown Town Code as defined above:

- a. Chapter 310 Article I through Article IX;
- b. Chapter 310 Article XI; and
- c. Chapter 310 Articles XIII through XV.

SECTION 12. Numbering for Codification -

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

SECTION 13. Severability.

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

SECTION 14. Effective Date

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

DRAFT

LOCAL LAW NO. ____ OF 2023 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO AMEND CHAPTER 43 OF THE TOWN CODE TO AMEND
CONDITIONS FOR A SPECIAL PERMIT FOR
TEMPORARY OUTDOOR STORAGE OF VEHICLES

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS
FOLLOWS:

Section 1. Chapter 43, Article IV, Section 4.32(Q) of the Code of the Town of Orangetown is hereby amended as follows: As amended, Additions are underlined, ~~Deletions are stricken~~.

4.32 (Q) Temporary outdoor storage of vehicles.

(g) Permits issued under this section shall authorize storage of vehicles for a period of two years from the date of issuance. The Planning Board may authorize a renewal of this permit for a additional two year periods, after a hearing, provided the applicant provides proof, and the Planning Board finds, that the Special Permit in no way interferes with the authorized use of the property, or neighboring . **Section 2. Severability Clause**

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. Effective Date.

This Local Law shall become effective immediately upon being filed with the Secretary of State.

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE
TOWN OF ORANGETOWN
AND THE
BLAUVELT VOLUNTEER FIRE COMPANY, INC.
FOR YEAR 2024**

THIS AGREEMENT made as of the ____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, County of Rockland and the State of New York, hereinafter designated as the party of the first part, and the BLAUVELT VOLUNTEER FIRE COMPANY, INC., 548 Western Highway, Blauvelt, New York 10913, hereinafter designated as the party of the second part.

-WITNESSETH-

WHEREAS, there has been duly established in the Town of Orangetown a Fire Protection District known as the “Blauvelt Fire Protection District”, embracing territory in the Town in and about the hamlet of Blauvelt as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Orangetown on April 29, 1946, and as described in the extensions of territory duly adopted thereafter; and

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Volunteer Fire Company, Inc. for the furnishing of fire protection in the District;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **the 10th day of OCTOBER, 2023 at 7:00 P.M.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted **on October 10, 2023** as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, party of the first part, hereinafter “Town”, **on November 14, 2023**, duly authorized a contract with the Blauvelt Volunteer Fire Company, Inc., party of the second part, hereinafter “Fire Company”, for fire protection in the Blauvelt Fire Protection District, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Blauvelt Volunteer Fire Company, Inc., party of the second part; and the Fire Company has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Directors.

NOW, THEREFORE, the Town does engage the Fire Company to furnish fire protection to said District, and Fire Company agrees to furnish such protection in the manner following, to wit:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and, when notified by alarm or telephone call from any person within the District, of a fire within the District, the Fire Company shall respond and attend the fire without delay, with suitable fire fighting equipment. Upon arriving at the scene of the fire, the members of the Fire Company attending, shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of such fire protection and the use of the apparatus of the party of the second part, the Fire Company shall receive SIX HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 (\$664,400.00) DOLLARS, covering all services rendered during the period of the year 2023, and the Town covenants and agrees on behalf of the said Fire Protection District to pay the said sum to the Fire Company as soon as the funds are available from the taxes levied.

3. The Town shall also be responsible for the payment of the necessary cost of casualty insurance as provided in Section 205 of the General Municipal Law and such insurance as may be required for compliance with the Volunteer Firemens' Benefit Law and Chapter 64-A of the Consolidated Laws of New York.

4. The Fire Company agrees to obtain, maintain in force and pay for insurance, including, but not necessarily restricted to the following:

- a. Blanket Accident Policy for fire companies;
- b. General Comprehensive Liability, except automobiles, with limits of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and an Umbrella/Excess Liability policy of at least FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS;
- c. Automobile Liability with a Combined Single Limit of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS;
- d. All of the foregoing policies shall have the necessary endorsement to include coverage while the fire company is participating in any mutual aid plan, or rendering fire service services outside of their fire protection district.

5. Original or duplicate policies of insurance, or evidence of insurance on an ACORD 25 (in the case of liability insurance) form of certificate, each in effect for a period of not less than ONE (1) year and showing the Town of Orangetown as an additional named insured shall be delivered to the Town.

6. In addition, each insurance policy shall include a provision that such policy will not be canceled, altered or in any way limited in coverage or reduced in amount unless the Town is notified in writing at least THIRTY (30) days prior to such cancellation or change.

7. Each insurance policy will be written on such forms as are reasonably acceptable to the Town by insurance companies authorized or licensed to do business in the State of New York and having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX, and which companies are otherwise reasonably acceptable to the Town.

8. Should any loss of damage whatever be sustained to the fire apparatus or equipment of the Fire Company in answering or attending or returning from a call to attend a fire or drill within or without said District, irrespective of the cause thereof, the cost of said damage shall not be a charge against the Town.

9. All moneys to be paid under any provision of this Agreement shall be a charge against the said Fire Protection District, to be assessed and levied upon the taxable property of the said District, and collected with the Town taxes.

10. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and Section 103B of the General Municipal law of the State of New York as amended by Chapter 605 of the Laws of 1959, effective July 1, 1959. Upon the refusal of the contractor when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. Such person, and any firm, partnership or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of (5) five years after such refusal, and to provide also that;
- b. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
- c. Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public

authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.

- d. If any other occupation is required on this work, the contractor shall request the Chief Fiscal Officer for supplemental schedule covering such occupation.

11. It is hereby agreed by and between the parties hereto that the Fire Company shall post and maintain the Notices of the New York State Division of Human Rights (in accordance with 9 NYCRR §466.4) indicating the substantive provisions of the Laws Against Discrimination, where complaints may be filed and other pertinent information. Such Notices shall be posted in easily accessible and well-lighted places customarily frequented by the public.

12. The Fire Department agrees to comply with the provisions of Section 189 of the Town Law with regard to fire inspection of property in contract areas.

13. The books and records of the Fire Company will be kept in such form and manner as may be prescribed by the Department of Audit and Control for municipal corporations or agencies thereof and said books shall be subject to audit by the Department of Audit and Control. The Town Board reserves the right to require an audit of the books and records of the Fire Company at the expense of that company.

14. The Fire Company agrees to and shall indemnify, save and hold harmless, the Town of Orangetown, its officers, agents, employees and/or servants, from any and all claims, demands, suits, actions and judgments for the recovery of money, damages or otherwise, including but not limited to attorneys' fees, costs and expenses, for or on account of any occurrence resulting in bodily injury, death or property damages sustained by any person, firm, corporation or entity as a result of the performance of any of the obligations, responsibilities and/or duties of the Fire Company, its officers, agents, employees and servants, hereunder, and/or as a result of the carelessness, negligence or recklessness of the party of the second part, its officers, agents, employees and/or servants, and/or as a result of any act of omission or co-mission of the Fire Company, its officers, agents, employees and servants, and/or imposed upon the party of the first part statutory or by operation of law by reason of this Agreement.

15. This Agreement shall continue for a period of one (1) year commencing January 1, 2024 and ending December 31, 2024.

(S E A L)

BLAUVELT VOLUNTEER FIRE COMPANY, INC.

By: _____
Robert Clifford, Chairman
Board of Directors

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

ATTEST:

Rosanna Sfraga, Town Clerk

(S E A L)

Thomas Diviny, Councilman

Gerald Bottari, Councilman

Paul Valentine, Councilman

Brian Donohue, Councilman

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

Notary Public

ACKNOWLEDGMENT – Blauvelt Volunteer Fire Company, Inc.

STATE OF NEW YORK)

SS.:

COUNTY OF ROCKLAND)

On this _____ day of _____, 20____, before me personally came ROBERT CLIFFORD, to me known, who, being by me duly sworn, did depose and say that he resides at Blauvelt, New York and that he is Chairman of the Board of Directors of the BLAUVELT VOLUNTEER FIRE COMPANY, INC., the corporation described in and which executed the foregoing Agreement; and that he knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he signed the same as Chairman of said Corporation by virtue of a like order of said Board of Directors.

Notary Public

A G R E E M E N T
By and Between the
TOWN OF ORANGETOWN and THE BLAUVELT FREE LIBRARY
For term January 1, 2024 to December 31, 2024

THIS AGREEMENT, made this _____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the BLAUVELT FREE LIBRARY, a Free Association Library with its principal offices at 541 Western Highway, Blauvelt, New York 10913, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Blauvelt in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 10th, 2023** at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter “Town”, **on November 14, 2023**, duly authorized a contract with the Blauvelt Free Library, party of the Second Part, hereinafter “Library”, for library services in the boundaries of the Blauvelt District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Blauvelt Free Library, party of the Second Part, and the Blauvelt Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Blauvelt Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, on or about **JULY 31st in each year**, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.

- c. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.
 - d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department; and a copy shall be furnished to the Town Attorney's office.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its By-Laws and rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100 (\$714,400.00) DOLLARS, to be paid upon presentation of a voucher therefor.

8. This agreement is for the one-year period commencing January 1, 2024, and terminates December 31, 2024.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

(S E A L)

By:

Teresa M. Kenny, Supervisor

BLAUVELT FREE LIBRARY

By:

Michael Andrea, President
Board of Trustees

(S E A L)

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared TERESA M. KENNY personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared MICHAEL ANDREA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE ORANGEBURG LIBRARY
For term January 1, 2024 to December 31, 2024

THIS AGREEMENT, made this _____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the ORANGEBURG LIBRARY, a Free Association Library with its principal offices at 20 So. Greenbush Road, Orangeburg, New York 10962, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Orangeburg, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Orangeburg Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 10th, 2023** at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and

place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter “Town”, **on November 14, 2023**, duly authorized a contract with the Orangeburg Library, party of the Second Part, hereinafter “Library”, for library services in the boundaries of the Orangeburg District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Orangeburg Library, party of the Second Part, and the Orangeburg Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Orangeburg Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, on or about **JULY 31st in each year**, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat, including costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of FIVE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED AND 00/100 (\$571,200.00) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2024, and terminates December 31, 2024.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

By:_____

Rosanna Sfraga, Town Clerk

Teresa M. Kenny, Supervisor

(S E A L)

ORANGEBURG LIBRARY

By:_____

Grant Zacharias, President

Board of Trustees

(S E A L)

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Grant Zacharias, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE PALISADES FREE LIBRARY
For term January 1, 2024 to December 31, 2024

THIS AGREEMENT, made this ____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Palisades Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 10th, 2023 at 7:10 p.m.**, to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the

time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter “Town”, **on November 14, 2023**, duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter “Library”, for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,00,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of THREE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED NINETY ONE AND 00/100 (\$397,191.00) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2024, and terminates December 31, 2024.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

PALISADES FREE LIBRARY

By: _____
Marjorie Galen, President

(S E A L)

ACKNOWLEDGMENT

[illegible]

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

[illegible]

On the ____ day of _____, in the year 20____, before me, the undersigned notary public, personally appeared Marjorie Galen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE TAPPAN FREE LIBRARY
For term January 1, 2024 to December 31, 2024

THIS AGREEMENT, made this _____ day of _____, 202_____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the TAPPAN FREE LIBRARY, a Free Association Library with is principal offices at 93 Main Street, Tappan, New York 10983, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Tappan, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Tappan Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **October 10, 2023 at 7:10 p.m.**, to consider such Contract, the notice thereof

duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter “Town”, **on November 14, 2023**, duly authorized a contract with the Tappan Free Library, party of the Second Part, hereinafter “Library”, for library services in the boundaries of the Tappan District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Tappan Free Library, party of the Second Part, and the Tappan Free Library has provided the Town Clerk with certified copies of Resolution(s) of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Tappan Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED THIRTY THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 (\$730,715.00) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2024, and terminates December 31, 2024.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

Rosanna Sfraga, Town Clerk

By: _____

Teresa M. Kenny, Supervisor

(S E A L)

TAPPAN FREE LIBRARY DISTRICT

By: _____

Kathleen Keefe-Cooperman, President
Board of Trustees

(S E A L)

ACKNOWLEDGMENT

STATE OF NEW YORK)

: ss

COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 202____, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)

: ss

COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 202____, before me, the undersigned notary public, personally appeared Kathleen Keefe-Cooperman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

INVESTMENT SCHEDULE



PREPARED FOR

TOWN OF ORANGETOWN-ORANGEBURG

November 20th, 2023

PREPARED BY

Cheryl Gibney

(201) 465-1326

Cheryl.Gibney@tbs.toshiba.com

TOSHIBA

INVESTMENT SCHEDULE

TOWN OF ORANGETOWN-ORANGEBURG

Proposed Solution

Model Details

- (1) Toshiba e-STUDIO4525AC
 - Included Features: DSDF Document Feeder, Envelope Cassette, Paper Feed Pedestal, Drawer Module (for PFP), 50-sheet Inner Finisher
- (1) Toshiba e-STUDIO3525AC
 - Included Features: RADF Document Feeder, Paper Feed Pedestal, Drawer Module (for PFP), 50-sheet Inner Finisher
- (1) Toshiba e-STUDIO3528A
 - Included Features: RADF Document Feeder, Envelope Cassette, Paper Feed Pedestal
- (1) Toshiba e-STUDIO6525AC
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit, Hole Punch Unit (for Console Finisher)
- (1) Toshiba e-STUDIO5525AC
 - Included Features: DSDF Document Feeder, Envelope Cassette, Paper Feed Pedestal, Drawer Module (for PFP), 65-sheet Multi-Staple Finisher, Bridge Kit
- (1) Toshiba e-STUDIO5525AC
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit
- (1) Toshiba e-STUDIO4525AC
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, 50-sheet Inner Finisher, Hole Punch for Inner Finisher
- (1) Toshiba e-STUDIO5528A
 - Included Features: DSDF Document Feeder, Paper Feed Pedestal
- (1) Toshiba e-STUDIO7527ACT
 - Included Features: 65-Sheet Multi-Staple Finisher
- (1) Toshiba e-STUDIO5528A

- Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit
- (1) Toshiba e-STUDIO5525AC
 - Included Features: DSDF Document Feeder, Paper Feed Pedestal, 65-sheet Multi-Staple Finisher, Bridge Kit
- (1) Toshiba e-STUDIO7529A
 - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116
- (2) Toshiba e-STUDIO3528A
 - Included Features: RADF Document Feeder, Copier Stand
- (1) Toshiba e-STUDIO7527ACT
 - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116
- (1) Toshiba e-STUDIO5528A
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit
- (1) PaperCut MF
 - Acquisition type: Purchase
 - Channel: Commercial
 - Users: 500
 - Maintenance & Support (Months): 60
 - Show Options: No
 - Order Type: Renewal
 - Toshiba MFPs: 16
 - Show All Vendors: No

Service Details

Pool Name	Monthly Pages Included	Quarterly Overage Per Page
Mono Pool	65,000	\$0.00350
Color Pool	9,000	\$0.03500

Total Monthly Investment

\$2,377.00

Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.



THE PERFECT MFP TO TAKE ON YOUR BUSY MIDSIZE WORKGROUP TASKS

Toshiba's new e-STUDIO4525AC doesn't just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher's stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It'll be the hardest worker in the office.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



BIG COLOR, BIG FEATURES IN A SMALL MFP

Toshiba's new 35PPM e-STUDIO3525AC gives you the features and outstanding color quality you want packed in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 35PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO3525AC

POPULAR OPTIONS

Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



EVERYTHING YOU WANT IN A BIG MFP IN A SMALL MFP

Toshiba's new e-STUDIO3528A gives you all the features and security you'd expect in an enterprise MFP yet packs it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The customizable user interface allows you to streamline workflow of all your copying and scanning tasks. Users can even change the front panel background image



e-STUDIO3528A

FEATURES AT A GLANCE

- **Black & White A3 MFP**
- **35PPM Letter-size**
- **Small Workgroups**
- **Compact Footprint**
- **Copy, Print, Scan, Fax**

POPULAR OPTIONS

50-Sheet Inner Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



THE PERFORMANCE YOU NEED IN A LARGE WORKGROUP MFP

Toshiba's new 65PPM e-STUDIO6525AC has the features and performance large workgroups need to get the job done. The optional dual scan document feeder holds 300 originals and scans at an impressive 240 duplex impressions per minute

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The large 10.1" front panel makes handling your workflow not a lot of work.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 65PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO6525AC

POPULAR OPTIONS
Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder



THE PERFORMANCE AND FEATURES YOU NEED IN A MIDSIZE WORKGROUP MFP

At 55 full color pages-per-minute, Toshiba's new e-STUDIO5525AC can handily serve busy workgroups or even departments. The dual scan document feeder option scans at up to 240 duplex impressions per minute and holds 300 originals. This MFP is up to the task.

Built-in OCR leverages this performance and makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Scan to email right from the front panel of the MFP. Emailed scans will appear in your Sent folder back at your desktop.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO5525AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder



THE PERFORMANCE AND FEATURES YOU NEED IN A MIDSIZE WORKGROUP MFP

At 55 full color pages-per-minute, Toshiba's new e-STUDIO5525AC can handily serve busy workgroups or even departments. The dual scan document feeder option scans at up to 240 duplex impressions per minute and holds 300 originals. This MFP is up to the task.

Built-in OCR leverages this performance and makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Scan to email right from the front panel of the MFP. Emailed scans will appear in your Sent folder back at your desktop.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO5525AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder



THE PERFECT MFP TO TAKE ON YOUR BUSY MIDSIZE WORKGROUP TASKS

Toshiba's new e-STUDIO4525AC doesn't just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher's stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It'll be the hardest worker in the office.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder



EVERYTHING YOU WANT IN A BIG MFP IN A SMALL MFP

Toshiba's new 55PPM e-STUDIO5528A gives you all the features and security you'd expect in an enterprise MFP. It's ideal for large workgroups. The optional dual scan document feeder holds 300 originals and scans at an impressive 240 duplex impressions per minute.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Multiple finishing options open up the possibilities including, punching, stapling and even saddle stitch booklet making.



e-STUDIO5528A

FEATURES AT A GLANCE

- Black & White A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax

POPULAR OPTIONS

65-Sheet Console Finisher
Envelope Tray
Pedestal LCF
Dual Scan Document Feeder



EVERYTHING YOU WANT IN A BIG MFP IN A SMALL MFP

Toshiba's new 55PPM e-STUDIO5528A gives you all the features and security you'd expect in an enterprise MFP. It's ideal for large workgroups. The optional dual scan document feeder holds 300 originals and scans at an impressive 240 duplex impressions per minute.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Multiple finishing options open up the possibilities including, punching, stapling and even saddle stitch booklet making.



e-STUDIO5528A

FEATURES AT A GLANCE

- Black & White A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax

POPULAR OPTIONS

65-Sheet Console Finisher
Envelope Tray
Pedestal LCF
Dual Scan Document Feeder



EVERYTHING YOU WANT IN A BIG MFP IN A SMALL MFP

Toshiba's new 55PPM e-STUDIO5528A gives you all the features and security you'd expect in an enterprise MFP. It's ideal for large workgroups. The optional dual scan document feeder holds 300 originals and scans at an impressive 240 duplex impressions per minute.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Multiple finishing options open up the possibilities including, punching, stapling and even saddle stitch booklet making.



e-STUDIO5528A

FEATURES AT A GLANCE

- Black & White A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax

POPULAR OPTIONS

65-Sheet Console Finisher
Envelope Tray
Pedestal LCF
Dual Scan Document Feeder

TOSHIBA

BRING THE BIG JOBS IN HOUSE AND GET QUALITY COLOR IN QUANTITY – FAST

Got big jobs to do on a regular basis? Bring them in-house and let Toshiba's new e-STUDIO7527ACT do the heavy lifting. 75PPM brilliant color output and 85PPM monochrome and over 8,000 sheets on tap mean you can turn up the volume.

The refillable dual scan document feeder, now with double feed detection holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The versatility and productivity will speak volumes.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 75PPM Color, 85PPM Monochrome
- Optical Sensor Detects User Approaching
- Integral Tandem LCF
- Copy, Print, Scan, Fax



e-STUDIO7527AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
Wireless Connectivity
External LCF with Piggyback Option
Dual Line Fax



THE PERFORMANCE AND FEATURES YOU NEED IN A MIDSIZE WORKGROUP MFP

At 55 full color pages-per-minute, Toshiba's new e-STUDIO5525AC can handily serve busy workgroups or even departments. The dual scan document feeder option scans at up to 240 duplex impressions per minute and holds 300 originals. This MFP is up to the task.

Built-in OCR leverages this performance and makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Scan to email right from the front panel of the MFP. Emailed scans will appear in your Sent folder back at your desktop.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO5525AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder



BRING THE BIG JOBS IN HOUSE AND GET QUALITY COLOR IN QUANTITY – FAST

Got big jobs to do on a regular basis? Bring them in-house and let Toshiba's new e-STUDIO7527ACT do the heavy lifting. 75PPM brilliant color output and 85PPM monochrome and over 8,000 sheets on tap mean you can turn up the volume.

The refillable dual scan document feeder, now with double feed detection holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The versatility and productivity will speak volumes.

FEATURES AT A GLANCE

- Full Color A3 MFP
- 75PPM Color, 85PPM Monochrome
- Optical Sensor Detects User Approaching
- Integral Tandem LCF
- Copy, Print, Scan, Fax



e-STUDIO7527AC

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
Wireless Connectivity
External LCF with Piggyback Option
Dual Line Fax

COMPLETE CONTROL OVER PRINT, COPY, SCAN AND FAX.

PaperCut print management software delivers real bottom-line savings for organizations of all sizes. It's scalable and customizable to your specific business needs. Implementation ranges from simply tracking users, departments, or devices to encouraging responsible use with quotas, print policies, and advanced scripts. Rest easy knowing your organization's printing is monitored and under control.



FEATURES AT A GLANCE

- **Protect sensitive documents with Secure Print Release**
- **Allocate costs to personal or shared accounts**
- **Secure printing from anywhere on the network**
- **Promote savings with duplex and B&W printing rules**
- **Keep staff printing responsibly with popups and reminders**
- **BYOD printing for smartphones, tablets, and laptops**
- **Connect print rooms and Fab Labs to PaperCut**
- **Manage workflows with filters, restrictions, and redirection**
- **Seamlessly scan documents to email, folders, or the cloud**



A DEPARTMENTAL MFP THAT CAN SERVE THE WHOLE DEPARTMENT IN RECORD TIME

Toshiba's new e-STUDIO7529A has the features and performance to meet the needs of the busiest departmental environments. 75PPM rich monochrome output and up to over 8,000 sheets on tap mean you can get the biggest jobs done quickly and easily.

The refillable dual scan document feeder, now with double feed detection holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The image quality, versatility and features will boost productivity to new levels.

FEATURES AT A GLANCE

- Monochrome A3 MFP
- 75PPM
- Dual Scan Document Feeder
- Integral Tandem LCF
- Copy, Print, Scan, Fax



e-STUDIO7529A

POPULAR OPTIONS

65-Sheet Saddle Stitch Finisher
Wireless Connectivity
External LCF with Piggyback Option
Dual Line Fax



EVERYTHING YOU WANT IN A BIG MFP IN A SMALL MFP

Toshiba's new e-STUDIO3528A gives you all the features and security you'd expect in an enterprise MFP yet packs it in a very compact offering. At 35PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. The customizable user interface allows you to streamline workflow of all your copying and scanning tasks. Users can even change the front panel background image



e-STUDIO3528A

FEATURES AT A GLANCE

- **Black & White A3 MFP**
- **35PPM Letter-size**
- **Small Workgroups**
- **Compact Footprint**
- **Copy, Print, Scan, Fax**

POPULAR OPTIONS

50-Sheet Inner Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder

enc^ompass[®] Product Comparison Report

	KYOCERA TASKalfa 4054ci	Toshiba e-STUDIO4525AC	KYOCERA TASKalfa 3554ci	Toshiba e-STUDIO3525AC
MODEL INFORMATION				
Manufacturer	KYOCERA	Toshiba	KYOCERA	Toshiba
Model	TASKalfa 4054ci	e-STUDIO4525AC	TASKalfa 3554ci	e-STUDIO3525AC
Product Type	Full-color copier, MF	Full-color printer, MF	Full-color copier, MF	Full-color printer, MF
Product Status	Current	Current	Current	Current
Introduction Date	09/01/2021	06/01/2022	02/01/2021	06/01/2022
Market Segment	3	4	3	3
OEM	KYOCERA (China)	Toshiba (Info not avail)	KYOCERA (China)	Toshiba (Info not avail)
Maximum Monthly Duty Cycle	175,000 impressions	210,000 black/105,000 color impressions	125,000 impressions	210,000 black/105,000 color impressions
MSRP/Street Price	\$17,880.00 / None	\$29,999.00 / None	\$13,244.00 / None	\$24,639.00 / None
Dimensions (HxWxD)	31.1" x 23.7" x 26.1"	31" x 23" x 25.2"	31.1" x 23.7" x 26.1"	31" x 23" x 25.2"
Weight	209.4 lbs	169 lbs	198.4 lbs	169 lbs
GENERAL SPECIFICATIONS				
Control Panel	10.1" color touchscreen	10.1" color touchscreen	10.1" color touchscreen	10.1" color touchscreen
Copy Speed (Ltr/Lgl/Ldgr)	40 cpm color/40 cpm black / Info not avail / Info not avail	45 cpm color/45 cpm black / Info not avail / Info not avail	35 cpm color/35 cpm black / Info not avail / Info not avail	35 cpm color/35 cpm black / Info not avail / Info not avail
First Copy Out Time	5.9 sec color/4.5 sec black	7.8 sec color/4.4 sec black	7 sec color/5.3 sec black	7.8 sec color/5.9 sec black
Warm-up Time	17 sec	20 sec	18 sec	20 sec
Paper Sources (Std/Max)	Dual drawer	Dual drawer	Dual drawer	Dual drawer
Standard Paper Capacity	500/500 sheets	550/550 sheets	500/500 sheets	550/550 sheets
Paper Weights	14-lb bond to 116-lb index	16-lb bond to 110-lb cover	14-lb bond to 166-lb index	16-lb bond to 110-lb cover
Bypass/Paper Weights	150-sheet / 14-lb bond to 116-lb index	100-sheet / 14-lb bond to 110-lb cover	150-sheet / 14-lb bond to 166-lb index	100-sheet / 14-lb bond to 110-lb cover
Maximum Paper Sources	5	5	5	5
Maximum Paper Capacity	7,150 sheets	5,200 sheets	7,150 sheets	5,200 sheets
Maximum Original Size	11 x 17	12 x 18	11 x 17	12 x 18
Output Size (Minimum/Maximum)	4 x 6 / 12 x 18	3.9 x 5.8 / 12 x 18	5-1/2 x 8-1/2 / 12 x 18	3.9 x 5.8 / 12 x 18
Copy Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
System Memory (Standard/Maximum)	4-GB RAM, 32-GB SSD, 320-GB HD / 4-GB RAM, 32-GB SSD, 1-TB HD	4-GB RAM, 128-GB SSD / 4-GB RAM, 128-GB SSD	4-GB RAM, 32-GB SSD, 320-GB HD / 4-GB RAM, 32-GB SSD, 1-TB HD	4-GB RAM, 128-GB SSD / 4-GB RAM, 128-GB SSD
Duplex	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)
Document Feeder	Opt RADF, DSPF and DSPF	Opt RADF and DSPF	Opt RADF, RADF, DSPF and DSPF	Opt RADF and DSPF
Document Feeder Capacity	140 orig, 320 orig, 320 orig	100 orig, 300 orig	50 orig, 140 orig, 320 orig, 320 orig	100 orig, 300 orig
Paper Weights	13-lb bond to 90-lb index, 13-lb bond to 120-lb index	9.3 to 41.8 lbs, 9.3 to 110 lbs	13-lb bond to 90-lb index, 13-lb bond to 120-lb index, 13-lb bond to 120-lb index	9.3 to 41.8 lbs, 9.3 to 110 lbs
Finisher	Opt finishers	Opt finishers	Opt finishers	Opt finishers
Tray/Stapling/Position(s)	500, 1,000, 4,000, 4,000 / 50, 50, 65, 100 / 3	N/A	500, 1,000, 4,000 / 50, 50, 65 / 3	N/A

	KYOCERA TASKalfa 4054ci	Toshiba e-STUDIO4525AC	KYOCERA TASKalfa 3554ci	Toshiba e-STUDIO3525AC
Additional Features	Choice of opt document feeders: DP-7160 320-sheet duplex single pass feeder with multi-feed detection, DP-7170 320-sheet duplex single pass feeder with skewed, multi-feed and staple detection or DP-7150 140-sheet reversing automatic document feeder; paper handling options include: dual 500-sheet paper drawer, dual 1,500-sheet paper drawer, 3,000-sheet side large capacity tray (8.5" x 11"/A4); opt 500-sheet internal finisher; opt 1,000-sheet finisher; opt 4,000-sheet finisher (65-sheet stapling), opt 4,000-sheet finisher (100-sheet stapling); opt hole punch units available for each finisher; opt 7-bin mailbox (100 sheets per bin) and opt booklet/tri-fold units available for each of the 4,000-sheet finishers	Opt RADF (reversing automatic document feeder) or DSPF (duplex single pass feeder); opt paper feed-pedestal adds one 550-sheet drawer; an additional opt 550-sheet drawer or opt envelope feeder cassette can be added to the paper-feed pedestal; opt 2,000-sheet LCT handles letter/A4-sized paper; banner-sized paper can be handled via the bypass tray	Choice of opt document feeders: DP-7160 320-sheet duplex single pass feeder with multi-feed detection, DP-7170 320-sheet duplex single pass feeder with multi-feed and staple detection, DP-7140 50-sheet or DP-7150 140-sheet reversing automatic document feeder; paper handling options include: dual 500-sheet paper drawer, dual 1,500-sheet paper drawer, 3,000-sheet large capacity tray (8.5" x 11"/A4); opt 500-sheet internal finisher; opt 1,000-sheet finisher; opt 4,000-sheet finisher; opt hole punch units available for each finisher; opt 7-bin mailbox (100 sheets per bin) and opt booklet/tri-fold unit available for the 4,000-sheet finisher	Opt RADF (reversing automatic document feeder) or DSPF (duplex single pass feeder); opt paper feed-pedestal adds one 550-sheet drawer; an additional opt 550-sheet drawer or opt envelope feeder cassette can be added to the paper-feed pedestal; opt 2,000-sheet LCT handles letter/A4-sized paper; banner-sized paper can be handled via the bypass tray
MULTIFUNCTION FEATURES				
Copier	Std	Std	Std	Std
Printer				
Standalone Printer	Std	Std	Std	Std
Network Printer	Std	Std	Std	Std
Scanner	Std	Std	Std	Std
PRINTER SPECIFICATIONS				
Speed	40 ppm color/40 ppm black	45 ppm color/45 ppm black	35 ppm color/35 ppm black	35 ppm color/35 ppm black
Maximum Print Area	Info not avail	Info not avail	Info not avail	Info not avail
Print Resolution	1200 x 1200 dpi	1200 x 1200 dpi	1200 x 1200 dpi	1200 x 1200 dpi
Paper Type	4 x 6 / 12 x 18	3.9 x 5.8 / 12 x 18	5-1/2 x 8-1/2 / 12 x 18	3.9 x 5.8 / 12 x 18
Std/Max Printer Memory	Info not avail	Info not avail	Info not avail	Info not avail
Standard Controller	KYOCERA N/A	Toshiba e-BRIDGE Next	KYOCERA N/A	Toshiba e-BRIDGE Next
Processor/Bits/MHz	ARM Cortex-A53 Quad Core / N/A / 1.6 GHz	N/A	ARM A53 Quad Core / N/A / 1.6 GHz	N/A
PDL/PCL	PCL 5c/e/6/XL, PostScript 3, PRESCRIBE, XPS, Open XPS, opt IBM ProPrinter	PCL 5e/c/6/XL, PDF, PostScript 3, XPS	PCL 5c/6/XL, PostScript 3, PRESCRIBE, XPS, OpenXPS; opt IBM Pro Printer, Line printer, LQ-850	PCL 5e/c/6/XL, PDF, PostScript 3, XPS
Controller Features	Encrypted PDF direct Print, supports banner printing up to 12" x 48"/304.8 mm x 1,220 mm via bypass tray	Info not avail	PDF Direct Print, supports banner printing up to 12" x 48"/320 mm x 1,220 mm via bypass tray	Info not avail
SCANNER SPECIFICATIONS				
Technology/Speed	CIS / 80 ipm color, 80 ipm black or 137 ipm color, 137 ipm black or 137 ipm color, 137 ipm black	N/A	CCD / 50 ipm color, 50 ipm black or 80 ipm color, 80 ipm black or 100 ipm color, 100 ipm black or 100 ipm color, 100 ipm black	N/A
Maximum Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
Scan Destinations				
File Formats	DOCX, JPEG, PDF, PDF/A, PDF/A-1a/b, PDF/A-2a/b/u, compact PDF, encrypted PDF, searchable PDF, PPTX, TIFF, XLSX, Open XPS	DOCX, JPEG, PDF, compact PDF, searchable PDF, Slim PDF, PPTX, TIFF, XLSX, XPS	DOCX, JPEG, PDF, PDF/A, PDF/A-2, compact PDF, encrypted PDF, searchable PDF, PPTX, TIFF, XLSX, XPS, OpenXPS	DOCX, JPEG, PDF, compact PDF, searchable PDF, Slim PDF, PPTX, TIFF, XLSX, XPS
Scanner Features	WSD scan, scan speeds are when using the document feeder and are based on letter/A4 at 300 dpi resolution	scan to box (e-Filing); scan speeds based on 300 dpi	WSD scan, scan speeds are when using the document feeder and are based on letter/A4 at 300 dpi resolution	scan to box (e-Filing); scan speeds based on 300 dpi
SECURITY SPECIFICATIONS				
Network User Authentication	Yes	Yes	Yes	Yes

	KYOCERA TASKalfa 4054ci	Toshiba e-STUDIO4525AC	KYOCERA TASKalfa 3554ci	Toshiba e-STUDIO3525AC
IP Address Filtering	Yes	Yes	Yes	Yes
MAC Address Filtering	Yes	Yes	Yes	Yes
HDD Overwrite	Std	Std	Std	Std
Number of Overwrites	7	Info not avail	7	Info not avail
HDD Encryption	Opt	Std	Opt	Std
Encrypted Secure Print	Yes	Info not avail	Yes	Info not avail
Encrypted PDF Mode (Encrypted Scanning)	Yes	Info not avail	Yes	Info not avail
IPsec	Yes	Yes	Yes	Yes
Secure Sockets Layer (SSL)	Yes	Yes	Yes	Yes
Transport Layer Security (TLS)	Yes	Yes	Yes	Yes
Secure Print	Yes	Yes	Yes	Yes
Security Features	Opt data security kit is ISO/IEC 15408/EAL2 Common Criteria certified, provides overwrite and encryption (256 bit) for print, copy, scan and enhances IPsec communication (support for FIPS140-2); Trusted Platform Module; Secure Boot and Run Time Integrity Check; S/MIME; IEEE2600.2 accreditation; opt card authentication kit	Std self-encrypting HDD with automatic drive invalidation and data overwrite provides 256-bit AES encryption; opt FIPS 140-2 validated self-encrypting HDD; opt hardcopy security printing provides unauthorized copy control; opt e-BRIDGE SmartCard card reader limits unauthorized access to device; IPv6; 802.1x authentication; port filtering	Opt data security kit is ISO/IEC 15408/EAL2 Common Criteria certified, provides overwrite and encryption (256 bit) for print, copy, scan and enhances IPsec communication (support for FIPS140-2); Trusted Platform Module; Secure Boot and Run Time Integrity Check; S/MIME; IEEE2600.2 accreditation; opt card authentication kit	Std self-encrypting HDD with automatic drive invalidation and data overwrite provides 256-bit AES encryption; opt FIPS 140-2 validated self-encrypting HDD; opt hardcopy security printing provides unauthorized copy control; opt e-BRIDGE SmartCard card reader limits unauthorized access to device; IPv6; 802.1x authentication; port filtering
FAX SPECIFICATIONS				
Compression Method	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG
Fax Features	Duplex TX/RX; F-code TX/RX; fax box; network faxing; opt internet fax; transmission speed of less than three seconds	e-mail or e-Filing; approximately 3 seconds per page transmission speed	Duplex TX/RX; F-code TX/RX; fax box; network faxing; opt internet fax; transmission speed of less than three seconds	e-mail or e-Filing; approximately 3 seconds per page transmission speed
CONNECTIVITY				
Operating System Support	Win Server 2012, 8.1, 10, Server 2016, Server 2019, Mac OS X 10.9+, Chrome OS	Win Server 2012, 8.1, 10, Server 2016, Server 2019, 11, Server 2022, Mac OS X 10.10-10.15, 12, Linux, UNIX	Win Server 2012, 8.1, 10, Server 2016, Server 2019, Mac OS X 10.9+	Win Server 2012, 8.1, 10, Server 2016, Server 2019, 11, Server 2022, Mac OS X 10.10-10.15, 12, Linux, UNIX
USB Interface	Std 3.0, std 2.0 (host) x 4	Std 2.0, std 2.0 (host)	Std 3.0, std 2.0 (host) x 4	Std 2.0, std 2.0 (host)
PC Fax/Print/Scan	Info not avail	Info not avail	Info not avail	Info not avail
Network Interface	Std Ethernet, opt wireless	Std Ethernet, opt wireless	Std Ethernet, std wireless, opt wireless	Std Ethernet, opt wireless
Interface Type	10/100/1000BaseTX, 802.11b/g/n	10/100/1000BaseT, 802.11b/g/n, Bluetooth	10/100/1000BaseTX, 802.11b/g/n, 802.11a/b/g/n/ac	10/100/1000BaseT, 802.11b/g/n, Bluetooth
Embedded Software Platform	Hybrid Platform for Advanced Solutions (HyPAS)	N/A	Hybrid Platform for Advanced Solutions (HyPAS)	N/A
POWER AND ENERGY				
Power Requirements	120 V, 12 A	120 V, 12 A	120 V, 12 A	120 V, 12 A
Energy Star Compliant	Yes	Yes	Yes	Yes
Energy Consumption				
Maximum Consumption	1650W	1800W	1650W	1800W
Typical Electrical Consumption (TEC value)	0.52kWh	0.57kWh	0.46kWh	0.38kWh
Operating Noise Level	70 dB	N/A	69 dB	N/A
TONER				
Mono Toner (OEM)				
Part Number	TK-8547K	TFC425UK	TK-8377K	TFC425UK
Yield (per cartridge)	30,000	39,800	30,000	39,800
Coverage (per cartridge)	5%	5%	5%	5%
Color Toner (OEM)				
Part Number	TK-8547C, TK-8547M, TK-8547Y	TFC425UC, TFC425UM, TFC425UY	TK-8377C, TK-8377M, TK-8377Y	TFC425UC, TFC425UM, TFC425UY
Yield (per cartridge)	20,000	38,000	20,000	38,000

	KYOCERA TASKalfa 4054ci	Toshiba e-STUDIO4525AC	KYOCERA TASKalfa 3554ci	Toshiba e-STUDIO3525AC
Coverage (per cartridge)	5%	5%	5%	5%
Mono Toner (NON-OEM)				
Color Toner (NON-OEM)				

enc^ompass[®] Product Comparison Report

	KYOCERA TASKalfa 7353ci	Toshiba e-STUDIO6525AC	KYOCERA TASKalfa 5054ci	Toshiba e-STUDIO5525AC
MODEL INFORMATION				
Manufacturer	KYOCERA	Toshiba	KYOCERA	Toshiba
Model	TASKalfa 7353ci	e-STUDIO6525AC	TASKalfa 5054ci	e-STUDIO5525AC
Product Type	Full-color copier, MF	Full-color printer, MF	Full-color copier, MF	Full-color printer, MF
Product Status	Current	Current	Current	Current
Introduction Date	10/01/2019	06/01/2022	09/01/2021	06/01/2022
Market Segment	5	4	4	4
OEM	KYOCERA (China)	Toshiba (Info not avail)	KYOCERA (China)	Toshiba (Info not avail)
Maximum Monthly Duty Cycle	400,000 impressions	115,000 black/230,000 color impressions	225,000 impressions	212,000 black/106,000 color impressions
MSRP/Street Price	\$40,354.00 / None	\$39,109.00 / None	\$19,635.00 / None	\$30,999.00 / None
Dimensions (HxWxD)	41.5" x 27" x 31.1"	31" x 23" x 25.2"	31.1" x 23.7" x 26.1"	31" x 23" x 25.2"
Weight	401.2 lbs	173 lbs	209.4 lbs	173 lbs
GENERAL SPECIFICATIONS				
Control Panel	10.1" color touchscreen	10.1" color touchscreen	10.1" color touchscreen	10.1" color touchscreen
Copy Speed (Ltr/Lgl/Ldgr)	65 cpm color/73 cpm black / Info not avail / Info not avail	65 cpm color/65 cpm black / Info not avail / Info not avail	50 cpm color/50 cpm black / Info not avail / Info not avail	55 cpm color/55 cpm black / Info not avail / Info not avail
First Copy Out Time	6.2 sec color/5.4 sec black	5.6 sec color/4.3 sec black	4.8 sec color/3.7 sec black	5.6 sec color/4.3 sec black
Warm-up Time	44 sec	26 sec	17 sec	26 sec
Paper Sources (Std/Max)	Dual drawer, dual tray	Dual drawer	Dual drawer	Dual drawer
Standard Paper Capacity	500/500/1,500/1,500 sheets	550/550 sheets	500/500 sheets	550/550 sheets
Paper Weights	16-lb bond to 142-lb index	16-lb bond to 110-lb cover	14-lb bond to 116-lb index	16-lb bond to 110-lb cover
Bypass/Paper Weights	150-sheet / 16-lb bond to 166-lb index	100-sheet / 14-lb bond to 110-lb cover	150-sheet / 14-lb bond to 116-lb index	100-sheet / 14-lb bond to 110-lb cover
Maximum Paper Sources	8	5	5	5
Maximum Paper Capacity	7,650 sheets	5,200 sheets	7,150 sheets	5,200 sheets
Maximum Original Size	11 x 17	12 x 18	11 x 17	12 x 18
Output Size (Minimum/Maximum)	5-1/2 x 8-1/2 / 12 x 18	3.9 x 5.8 / 12 x 18	4 x 6 / 12 x 18	3.9 x 5.8 / 12 x 18
Copy Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
System Memory (Standard/Maximum)	4.5-GB RAM, 8-GB and 320-GB HD / 4.5-GB RAM, 8-GB and 320-GB HD	6-GB RAM, 128-GB SSD / 6-GB RAM, 640-GB SSD	4-GB RAM, 32-GB SSD, 320-GB HD / 4-GB RAM, 32-GB SSD, 1-TB HD	6-GB RAM, 128-GB SSD / 6-GB RAM, 640-GB SSD
Duplex	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)	Auto (1:2,2:2,2:1)
Document Feeder	Std DSPF	Opt RADF and DSPF	Opt RADF, DSPF and DSPF	Opt RADF and DSPF
Document Feeder Capacity	270 orig	100 orig, 300 orig	140 orig, 320 orig, 320 orig	100 orig, 300 orig
Paper Weights	13-lb bond to 120-lb index	9.3 to 41.8 lbs, 9.3 to 110 lbs	13-lb bond to 90-lb index, 13-lb bond to 120-lb index	9.3 to 41.8 lbs, 9.3 to 110 lbs
Finisher	Opt finishers	Opt finishers	Opt finishers	Opt finishers
Tray/Stapling/Position(s)	4,000 / 65, 100 / 3	N/A	500, 1,000, 4,000, 4,000 / 50, 50, 65, 100 / 3	N/A

	KYOCERA TASKalfa 7353ci	Toshiba e-STUDIO6525AC	KYOCERA TASKalfa 5054ci	Toshiba e-STUDIO5525AC
Additional Features	Paper handling options include: dual 500-sheet paper drawer, dual 1,500-sheet paper drawer, 3,000-sheet side large capacity tray (8.5" x 11"/A4); opt 4,000-sheet finisher (65-sheet stapling); opt 4,000-sheet finisher (100-sheet stapling); opt hole punch unit; opt 7-bin mailbox (100 sheets per bin) and opt booklet/tri-fold units available for each of the 4,000-sheet finishers	Opt RADF (reversing automatic document feeder) or DSPF (duplex single pass feeder); opt paper feed-pedestal adds one 550-sheet drawer; an additional opt 550-sheet drawer or opt envelope feeder cassette can be added to the paper-feed pedestal; opt 2,000-sheet LCT handles letter/A4-sized paper; banner-sized paper can be handled via the bypass tray	Choice of opt document feeders: DP-7160 320-sheet duplex single pass feeder with multi-feed detection, DP-7170 320-sheet duplex single pass feeder with skewed, multi-feed and staple detection or DP-7150 140-sheet reversing automatic document feeder; paper handling options include: dual 500-sheet paper drawer, dual 1,500-sheet paper drawer, 3,000-sheet side large capacity tray (8.5" x 11"/A4); opt 500-sheet internal finisher; opt 1,000-sheet finisher; opt 4,000-sheet finisher (65-sheet stapling), opt 4,000-sheet finisher (100-sheet stapling); opt hole punch units available for each finisher; opt 7-bin mailbox (100 sheets per bin) and opt booklet/tri-fold units available for each of the 4,000-sheet finishers	Opt RADF (reversing automatic document feeder) or DSPF (duplex single pass feeder); opt paper feed-pedestal adds one 550-sheet drawer; an additional opt 550-sheet drawer or opt envelope feeder cassette can be added to the paper-feed pedestal; opt 2,000-sheet LCT handles letter/A4-sized paper; banner-sized paper can be handled via the bypass tray
MULTIFUNCTION FEATURES				
Copier	Std	Std	Std	Std
Printer				
Standalone Printer	Std	Std	Std	Std
Network Printer	Std	Std	Std	Std
Scanner	Std	Std	Std	Std
PRINTER SPECIFICATIONS				
Speed	65 ppm color/73 ppm black	65 ppm color/65 ppm black	50 ppm color/50 ppm black	55 ppm color/55 ppm black
Print Resolution	1200 x 1200 dpi	1200 x 1200 dpi	1200 x 1200 dpi	1200 x 1200 dpi
Paper Type	5-1/2 x 8-1/2 / 12 x 18	3.9 x 5.8 / 12 x 18	4 x 6 / 12 x 18	3.9 x 5.8 / 12 x 18
Standard Controller	KYOCERA N/A	Toshiba e-BRIDGE Next	KYOCERA N/A	Toshiba e-BRIDGE Next
Processor/Bits/MHz	Freescall QorIQ T1042 (Quad Core) / N/A / 1.2 GHz	N/A	ARM Cortex-A53 Quad Core / N/A / 1.6 GHz	N/A
PDL/PCL	PCL 5c/6/XL, PostScript 3, PRESCRIBE, XPS, Open XPS	PCL 5e/c/6/XL, PDF, PostScript 3, XPS	PCL 5c/e/6/XL, PostScript 3, PRESCRIBE, XPS, Open XPS, opt IBM ProPrinter	PCL 5e/c/6/XL, PDF, PostScript 3, XPS
Controller Features	Utilities include: PDF Direct Print, KYOCERA Net Viewer, KYOCERA Command Center RX; supports banner printing up to 12" x 48"/305 mm x 1,220 mm via bypass tray; opt Fiery controller	Info not avail	Encrypted PDF direct Print, supports banner printing up to 12" x 48"/304.8 mm x 1,220 mm via bypass tray	Info not avail
SCANNER SPECIFICATIONS				
Technology/Speed	CCD / 120 ipm color, 120 ipm black	N/A	CIS / 80 ipm color, 80 ipm black or 137 ipm color, 137 ipm black or 137 ipm color, 137 ipm black	N/A
Maximum Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
Scan Destinations				
File Formats	JPEG, PDF, PDF/A, compact PDF, encrypted PDF, searchable PDF, TIFF, XPS, OpenXPS	DOCX, JPEG, PDF, compact PDF, searchable PDF, Slim PDF, PPTX, TIFF, XLSX, XPS	DOCX, JPEG, PDF, PDF/A, PDF/A-1a/b, PDF/A-2a/b/u, compact PDF, encrypted PDF, searchable PDF, PPTX, TIFF, XLSX, Open XPS	DOCX, JPEG, PDF, compact PDF, searchable PDF, Slim PDF, PPTX, TIFF, XLSX, XPS
Scanner Features	WSD scan, scan speeds are when using the document feeder and are based on letter/A4 at 300 dpi resolution	scan to box (e-Filing); scan speeds based on 300 dpi	WSD scan, scan speeds are when using the document feeder and are based on letter/A4 at 300 dpi resolution	scan to box (e-Filing); scan speeds based on 300 dpi
SECURITY SPECIFICATIONS				
Network User Authentication	Yes	Yes	Yes	Yes
IP Address Filtering	Yes	Yes	Yes	Yes

	KYOCERA TASKalfa 7353ci	Toshiba e-STUDIO6525AC	KYOCERA TASKalfa 5054ci	Toshiba e-STUDIO5525AC
MAC Address Filtering	Yes	Yes	Yes	Yes
HDD Overwrite	Std	Std	Std	Std
Number of Overwrites	3	Info not avail	7	Info not avail
HDD Encryption	Std	Std	Opt	Std
Encrypted Secure Print	Yes	Info not avail	Yes	Info not avail
Encrypted PDF Mode (Encrypted Scanning)	Yes	Info not avail	Yes	Info not avail
IPsec	Yes	Yes	Yes	Yes
Secure Sockets Layer (SSL)	Yes	Yes	Yes	Yes
Transport Layer Security (TLS)	Yes	Yes	Yes	Yes
Secure Print	Yes	Yes	Yes	Yes
Security Features	Opt card authentication kit; std data security kit is ISO 15408 Common Criteria certified and provides overwrite and encryption for print, copy and scan; IPv6; USB port block; std data sanitation mode can be used to wipe all system memory at the end of a lease	Std self-encrypting HDD with automatic drive invalidation and data overwrite provides 256-bit AES encryption; opt FIPS 140-2 validated self-encrypting HDD; opt hardcopy security printing provides unauthorized copy control; opt e-BRIDGE SmartCard card reader limits unauthorized access to device; IPv6; 802.1x authentication; port filtering	Opt data security kit is ISO/IEC 15408/EAL2 Common Criteria certified, provides overwrite and encryption (256 bit) for print, copy, scan and enhances IPsec communication (support for FIPS140-2); Trusted Platform Module; Secure Boot and Run Time Integrity Check; S/MIME; IEEE2600.2 accreditation; opt card authentication kit	Std self-encrypting HDD with automatic drive invalidation and data overwrite provides 256-bit AES encryption; opt FIPS 140-2 validated self-encrypting HDD; opt hardcopy security printing provides unauthorized copy control; opt e-BRIDGE SmartCard card reader limits unauthorized access to device; IPv6; 802.1x authentication; port filtering
FAX SPECIFICATIONS				
Compression Method	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG	MH/MR/MMR/JBIG
Fax Features	Duplex TX/RX; F-code TX/RX; fax box; network faxing; opt internet fax; transmission speed of less than three seconds	e-mail or e-Filing; approximately 3 seconds per page transmission speed	Duplex TX/RX; F-code TX/RX; fax box; network faxing; opt internet fax; transmission speed of less than three seconds	e-mail or e-Filing; approximately 3 seconds per page transmission speed
CONNECTIVITY				
Operating System Support	Win XP, Server 2003, Vista, Server 2008, 7, Server 2012, 8, 8.1, 10, Mac OS 10.x+, Linux, Novell NetWare, UNIX	Win Server 2012, 8.1, 10, Server 2016, Server 2019, 11, Server 2022, Mac OS X 10.10-10.15, 12, Linux, UNIX	Win Server 2012, 8.1, 10, Server 2016, Server 2019, Mac OS X 10.9+, Chrome OS	Win Server 2012, 8.1, 10, Server 2016, Server 2019, 11, Server 2022, Mac OS X 10.10-10.15, 12, Linux, UNIX
USB Interface	Std 2.0, std 2.0 (host) x 4	Std 2.0, std 2.0 (host)	Std 3.0, std 2.0 (host) x 4	Std 2.0, std 2.0 (host)
PC Fax/Print/Scan	Info not avail	Info not avail	Info not avail	Info not avail
Network Interface	Std Ethernet, std wireless	Std Ethernet, opt wireless	Std Ethernet, opt wireless	Std Ethernet, opt wireless
Interface Type	10/100/1000BaseTX, 802.11b/g/n	10/100/1000BaseT, 802.11b/g/n, Bluetooth	10/100/1000BaseTX, 802.11b/g/n	10/100/1000BaseT, 802.11b/g/n, Bluetooth
Embedded Software Platform	Hybrid Platform for Advanced Solutions (HyPAS)	N/A	Hybrid Platform for Advanced Solutions (HyPAS)	N/A
POWER AND ENERGY				
Power Requirements	120 V, 16 A	120 V, 12 A	120 V, 12 A	120 V, 12 A
Energy Star Compliant	Yes	Yes	Yes	Yes
Energy Consumption				
Maximum Consumption	2400W	1800W	1650W	1800W
Typical Electrical Consumption (TEC value)	1.43kWh	0.86kWh	0.66kWh	0.73kWh
Operating Noise Level	58 dB	N/A	71 dB	N/A
TONER				
Mono Toner (OEM)				
Part Number	XXXXXXXX	TFC425UK	TK-8547K	TFC425UK
Yield (per cartridge)	1	39,800	30,000	39,800
Coverage (per cartridge)	5%	5%	5%	5%
Color Toner (OEM)				
Part Number	Not applicable	TFC425UC, TFC425UM, TFC425UY	TK-8547C, TK-8547M, TK-8547Y	TFC425UC, TFC425UM, TFC425UY
Yield (per cartridge)	Not applicable	38,000	20,000	38,000
Coverage (per cartridge)	Not applicable	5%	5%	5%
Mono Toner (NON-OEM)				

	KYOCERA TASKalfa 7353ci	Toshiba e-STUDIO6525AC	KYOCERA TASKalfa 5054ci	Toshiba e-STUDIO5525AC
Color Toner (NON-OEM)				

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

500-50555229

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: **Town of Orangetown**

Fed. Tax ID#:

Contact Person: **Matt Lenihan**

Bill-To Phone: **(845) 359-5100**

Bill-To Fax: **+1.845.359.2623**

Billing Address: **26 W ORANGEBURG RD**

City, State - Zip: **ORANGEBURG, NY 10962-1706**

Equipment Location:
(if different than above)

City, State - Zip:

TBS LOCATION

Contact Name: **Cheryl Gibney**

Location: **Allendale**

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
Toshiba e-STUDIO4525AC	ESTUDIO4525AC		
Toshiba e-STUDIO3525AC	ESTUDIO3525AC		
Toshiba e-STUDIO3528A	ESTUDIO3528A		
Toshiba e-STUDIO6525AC	ESTUDIO6525AC		
Toshiba e-STUDIO5525AC	ESTUDIO5525AC		
Toshiba e-STUDIO5525AC	ESTUDIO5525AC		
Toshiba e-STUDIO4525AC	ESTUDIO4525AC		
Toshiba e-STUDIO5528A	ESTUDIO5528A		

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63		of \$ 2,377.00 *		Security Deposit**: \$ 0.00		<input type="checkbox"/> Received		*plus applicable taxes			
Payments includes:	65,000	B&W Images per Month	Excess Images at: \$ 0.00350		* per B&W Image		End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.				
Payments includes:	9,000	Color Images per Month	Excess Images at: \$ 0.03500		* per Color Image						
Payments includes:		Scan Images per Month	Excess Images at: \$		* per Scan Image						
Payments includes:		B&W Print Images per Month	Excess Images at: \$		* per B&W Print Image						
Payments includes:		Color Print Images per Month	Excess Images at: \$		* per Color Print Image						
Origination Fee: Up to \$99.00 (included in First Invoice)			Lease payment period is monthly unless otherwise indicated.								
Excess Images billed:			<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Annually					

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: Jeffrey Bencik	Signature: X	Title: Finance Commissioner	Date:
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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service," you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance and Supplies Agreement ("MSA") with TBS:**
 - a) TBS agrees to provide full service maintenance including tuning, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e) Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.



SALES ORDER

SO-2.0.0

SALES PACKET NUMBER

ORDER DATE

Sales Representative: Cheryl Gibney

10/13/2023

CUSTOMER INFORMATION

Customer Name: Town of Orangetown			Tax ID#:	
Billing Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100 Ext: 2211	Fax#: +1.845.359.2623	
Address 2:		Contact: Matt Lenihan	Customer PO#:	
City: ORANGEBURG	State: NY	Zip: 10962-1706	eMail: mlenihan@orangetown.com	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO3525AC	ESTUDIO3525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		SEE LEASE
1	50-sheet Inner Finisher	MJ1048			
1	Paper Feed Pedestal	KD1072			
1	Drawer Module (for PFP)	MY1052			
1	RADF Document Feeder	MR3033			
1	Toshiba e-STUDIO5528A	ESTUDIO5528A	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	DSDF Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			
1	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	Drawer Module (for PFP)	MY1052			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			
1	Envelope Cassette	MY1053			
1	DSDF Document Feeder	MR4010			
1	Paper Feed Pedestal	KD1072			
1	Toshiba e-STUDIO5528A	ESTUDIO5528A	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	DSDF Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			

SPECIAL INSTRUCTIONS

Sub Total

SEE LEASE

Other

EOL/Security

Professional Fees

Connectivity Fees

Move Fees

Taxable Total

Sales Tax %

Tax Paid

Advance Paid

Total

SEE LEASE

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

Print Name: Jeffrey Bencik

Signature: X

Title: Finance Commissioner

Date:

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:



SALES ORDER SCHEDULE A

SO-2.0.0

SALES PACKET NUMBER

ORDER DATE

Sales Representative: Cheryl Gibney

10/13/2023

CUSTOMER INFORMATION

Customer Name: Town of Orangetown		Tax ID#:
Billing Address: 26 W ORANGEBURG RD	Phone #: (845) 359-5100 Ext: 2211	Fax#: +1.845.359.2623
Address 2:	Contact: Matt Lenihan	Customer PO#:
City: ORANGEBURG State: NY Zip: 10962-1706	eMail: mlenihan@orangetown.com	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO4525AC	ESTUDIO4525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		SEE LEASE
1	Envelope Cassette	MY1053			
1	DSDf Document Feeder	MR4010			
1	Paper Feed Pedestal	KD1072			
1	Drawer Module (for PFP)	MY1052			
1	50-sheet Inner Finisher	MJ1048			
1	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	DSDf Document Feeder	MR4010			
1	Paper Feed Pedestal	KD1072			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			
1	Toshiba e-STUDIO3528A	ESTUDIO3528A	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	RADF Document Feeder	MR3033			
1	Envelope Cassette	MY1053			
1	Paper Feed Pedestal	KD1072			
1	Toshiba e-STUDIO5525AC	ESTUDIO5525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	Large Capacity Feeder	KD1073LT			
1	DSDf Document Feeder	MR4010			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			
1	Toshiba e-STUDIO6525AC	ESTUDIO6525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	Hole Punch Unit (for Console Finisher)	MJ6107N			
1	DSDf Document Feeder	MR4010			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			
1	Large Capacity Feeder	KD1073LT			
1	Toshiba e-STUDIO7527ACT	ESTUDIO7527ACT	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	65-Sheet Multi-Staple Finisher	MJ1115			
1	Toshiba e-STUDIO4525AC	ESTUDIO4525AC	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	DSDf Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch for Inner Finisher	MJ6011N			
1	Toshiba e-STUDIO7527ACT	ESTUDIO7527ACT	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	65-Sheet Multi-Staple Finisher	MJ1115			
1	Holepunch for MJ1115/1116	MJ6108N			
1	Toshiba e-STUDIO7529A	ESTUDIO7529A	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	65-Sheet Multi-Staple Finisher	MJ1115			
1	Holepunch for MJ1115/1116	MJ6108N			
2	Toshiba e-STUDIO3528A	ESTUDIO3528A	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
2	RADF Document Feeder	MR3033			
2	Copier Stand	STAND5015			
1	Toshiba e-STUDIO5528A	ESTUDIO5528A	26 W ORANGEBURG RD ORANGEBURG, NY 10962-1706		
1	DSDf Document Feeder	MR4010			
1	Paper Feed Pedestal	KD1072			

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

Print Name: Jeffrey Bencik

Signature: X

Title: Finance Commissioner

Date:

Date:



\$1.00 PURCHASE OPTION ADDENDUM

TOSHIBA

FINANCIAL SERVICES

AGREEMENT NUMBER

Addendum to Agreement # _____, between **Town of Orangetown**, as Customer and **Toshiba Financial Services**, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor. This Addendum supersedes all other end of term options contained in the Agreement. This Addendum is specific to the aforementioned Agreement # and shall not be incorporated into any future supplements/schedules thereto.

The parties wish to amend the above-referenced Agreement by adding the following language:

Provided no event of default under the Agreement has occurred and is continuing, Customer shall have the following option at the end of the original term: Provided that no event of default under the Agreement has occurred and is continuing, you shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

Name: Jeffrey Bencik	Signature: X	Title: Finance Commissioner	Date:
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NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Toshiba e-STUDIO3525AC
Agent:	Toshiba e-STUDIO5528A (3)
Address:	Toshiba e-STUDIO5525AC (3)
Phone:	Toshiba e-STUDIO4525AC (2)
Fax:	Toshiba e-STUDIO3528A (3)
E-mail:	Toshiba e-STUDIO6525AC
	Toshiba e-STUDIO7527ACT (2)
	Toshiba e-STUDIO7529A

Insurable Value: \$549,615.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:**
TFS LEASING A PROGRAM OF THE DE LAGE LANDEN FINANCIAL SERVICES and its assignees
P.O. Box 5000
Johnston, IA 50131
- Please e-mail a copy of the above-referenced Certificates of Insurance to Town of Orangetown, and insurance@leasedirect.com, referencing Application # 500-50555229 on the cover sheet, as soon as possible. If you have any questions, please contact us at: 1-800-736-0220.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

Town of Orangetown, Jeffrey Bencik
Customer

X

Signature

Finance Commissioner

Title

Date

***Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.**

AM-2.0.0

Sales Representative: Cheryl Gibney

SALES PACKET NUMBER

DATE

10/13/2023

CUSTOMER INFORMATION

Customer Name: Town of Orangetown	Customer Contact: Matt Lenihan	
Billing Address: 26 W ORANGEBURG RD	Phone #: (845) 359-5100	Ext. 2211 Customer PO #:
Suite #:	Meter Contact: Matt Lenihan	Meter Phone: (845) 359-5100 Ext. 2211
City: ORANGEBURG State: NY Zip: 10962-1706	Meter Email: mlenihan@orangetown.com	

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you.



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes☐ No

Upon receipt of first TFS Lease invoice, visit www.lesseedirect.com or call 1-800-736-0220 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:



PDF copy of invoice sent to email listed below

Invoice Portal Access:



Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: mlenihan@orangetown.com

CUSTOMER ACCEPTANCE:

Print Name: Jeffrey Bencik

Signature:

Title: Finance Commissioner

Date:

Sales Representative: Cheryl Gibney

SALES PACKET NUMBER

EFFECTIVE DATE

10/13/2023

CUSTOMER INFORMATION

Customer Name: Town of Orangetown	Customer Contact: Matt Lenihan	
Billing Address: 26 W ORANGEBURG RD	Phone #: (845) 359-5100	Ext. 2211 Customer PO #:
Address 2:	IT Contact: Matt Lenihan	IT Phone #: (845) 359-5100
City: ORANGEBURG	State: NY Zip: 10962-1706	eMail: mlenihan@orangetown.com

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Charge

Unit Description

• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.
Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.



REMOVAL REPORT

RR-2.0.0

Sales Representative: Cheryl Gibney

SALES PACKET NUMBER

DATE

10/13/2023

Customer Name: Town of Orangetown

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location: MUSEUM				
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211	Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan		
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO3018A	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH17221	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3528A		

Physical Location: FIRE PREVENTION				
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211	Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan		
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO3018A	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH17080	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: PARKS DEPT				
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211	Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan		
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO3515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNIH40241	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3525AC		

Physical Location: BUILDING INSPECTOR				
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211	Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan		
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO3518A	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH15371	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3528A		

Special Instructions:	
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☒ SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

DECLINATION

☒ Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name: Jeffrey Bencik	Signature: X	Title: Finance Commissioner	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Jeffrey Bencik	Signature: X	Title: Finance Commissioner	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal



REMOVAL REPORT SCHEDULE

RR-1.0.0

Sales Representative: Cheryl Gibney

SALES PACKET NUMBER

DATE

10/13/2023

EQUIPMENT DETAILS

Physical Location: PERSONNEL			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO3518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZIH18630	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location:			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4505AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCFCH44339	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO4525AC	

Physical Location: ZONING/PLANNING			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH16808	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO7529A	

Physical Location: TOWN CLERKS OFFICE			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH16830	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5528A	

Physical Location: ASSESSOR			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH17807	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO4525AC	

Physical Location: POLICE ADMIN OFFICE			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZIH18801	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC	

Physical Location: JUSTICE DEPT			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH17828	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO7527ACT	

Sales Representative: Cheryl Gibney

SALES PACKET NUMBER

DATE

10/13/2023

EQUIPMENT DETAILS

Physical Location: TAX RECEIVER			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO4518A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZHH16746	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3528A	

Physical Location: DEME SEWAGE DEPARTMENT			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO5015AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNIH39667	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO6525AC	

Physical Location: BUILDING DEPT			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO5015AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNIH39638	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC	

Physical Location: 119 rt303 hwy dept			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO5015AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNIH39654	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5525AC	

Physical Location: POLICE DEPT RECORDS			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO5018A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZIH19122	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5528A	

Physical Location: TOWN ATTORNEY			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO5018A	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZGH13224	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5528A	

Physical Location: SUPERVISORS OFFICE			
Address: 26 W ORANGEBURG RD		Phone #: (845) 359-5100	Ext. 2211 Fax #: +1.845.359.2623
Address 2:		Contact: Matt Lenihan	
City: ORANGEBURG	State: NY	Zip: 10962-1706	email: mlenihan@orangetown.com
Leasing Company: Toshiba Financial Services	Lease #: 500-0564087-000	Make/Model: Toshiba e-STUDIO7506ACG	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSHFG90048	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO7527ACT	

Addendum to Agreement # _____ and any future supplements/schedules thereto, between Town of Orangetown, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title

Date

Town of Orangetown

Customer

X

Signature

Title

Date

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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



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


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

Memorandum

DATE: November 15, 2023

TO: Teresa Kenny, Supervisor
Jerry Bottari, Councilman
Thomas Diviny, Councilman
Brian Donohue, Councilman
Paul Valentine, Councilman

CC: Rosanna Sfraga, Town Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways 

RE: Change, by resolution, the fees for the Town of Orangetown Drop off Center

Please place the following item on the November 28, 2023 Town Board Agenda:

RESOLVED, that per approved preliminary 2024 budget, the annual fee for the Drop Off Center, for acceptable materials, other than green waste, shall be a charge of \$ 60.00, effective January 1, 2024.

The first-time use, other than green waste, for the current year, the Drop Off Center is free.

JJD/kf





11 Grace Avenue, Suite 308
Great Neck, New York 11021
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this _____ day of _____, 2023 by and between the Town of Orangetown, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing, will be as follows:
- For a new money bond issue: a base fee of \$10,000 plus \$0.50 per \$1,000 of bonds issued
 - For note issues: a base fee of \$5,000 plus \$0.25 per \$1,000 of notes issued
 - For refunding bond issues: a base fee of \$17,500 plus \$.95 per \$1,000 of bonds issued
 - For note issues sold with a Term Sheet and without an Official Statement: \$3,500
 - For capital lease issues: a base fee of \$7,500 plus \$0.60 per \$1,000 of lease amount
 - For Continuing Disclosure inclusive of any required Material Event Notices: \$2,600 annually, and
 - For services unrelated to a bond or note issuance: an hourly fee of \$200 per hour
- 2.02 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, Bond Counsel, rating agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2024.

Section 4 Disclosure

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having

educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Given the wide diversity of CMA's clients and sources of revenue, we do not believe that the contingent nature of CMA's compensation in this agreement creates a material conflict of interest.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

Richard Tortora

Richard Tortora
President

TOWN OF ORANGETOWN, NEW YORK

By: _____

Name: _____

Title: _____



November 2, 2023

The Honorable Teresa Kenny, Supervisor
& Members of the Town Board
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Dear Supervisor Kenny & Members of the Town Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Orangetown ("Town").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit scope and objectives

We will audit the Town's statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the years ended December 31, 2023 and 2024 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended December 31, 2023 and 2024.

Accounting standards generally accepted in the United States of America ("US GAAS") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with US GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an

opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability (Asset)

We have also been engaged to report on supplementary information other than the RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS , and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section of the Annual Comprehensive Financial Report
- Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent

financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's/Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

Reporting

We will issue a written report upon completion of our audit of the Town's financial statements and written reports required with audits performed in accordance with GAGAS (if applicable) and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Town's accounting policies and financial statements.

Other Services

We will also prepare the financial statements of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, including all disclosures, RSI and supplementary information, in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the financial statement preparation or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud

or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Town is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Town's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Town or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Town and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Town is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Town personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or Town resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for each of the next two years are detailed below:

	<u>2023</u>	<u>2024</u>
Basic fee (inclusive of travel expenses pertaining to audit and inclusive of audit of South Nyack Legacy Fund) inclusive of the Audit Meetings and Justice Court audit	<u>\$ 105,000</u>	<u>\$ 107,000</u>

We are proposing a fee increase of approximately 2% for per annum, due to the increase costs caused by inflation, especially for health benefits and other increased operating expenses.

The Town generally does not spend in excess of \$750,000 in Federal assistance. However, in the event that the Town exceeds the limit, a Single Audit will be required pursuant to Uniform Guidance. We estimate our fees for the compliance audit will be \$3,500 - \$7,500 per program.

Should the Town expend in excess of \$750,000 but only because of Federal funds received under the State and Local Fiscal Recovery Funds ("SLFRF") program without which federal expenditures would have otherwise been less than \$750,000, the Town would qualify to have an Alternative Compliance Examination engagement performed rather than a full single audit under the requirements of the Uniform Guidance. We estimate our fees for this type of engagement to be \$3,500 per program.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	<u>25%</u>
	<u><u>100%</u></u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

Level	2023
Sr. Partner/Partner	\$325-315
Sr. Manager/Manager	\$250-220
Supervisor	\$195
Senior Accountant	\$175
Associate	\$150

Liability

Any and all claims by the Town arising under this engagement must be commenced by the Town within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Town is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Town for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Town, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Town by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Town against the firm. This agreement will survive termination of this engagement.

Dispute resolution

Any claim or controversy (“dispute”) arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Town or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association (“AAA”) under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the “Rules”). The arbitration will be conducted before a single arbitrator selected from the AAA’s Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party’s actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. **YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.**

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA’s Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Town acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and other

Robert A. Daniele and Nicholas DeSantis are the engagement partners and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,
PKF O'Connor Davies, LLP



Nicholas DeSantis
Partner



Robert Daniele
Partner

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

TOWN OF ORANGETOWN, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountants



Portable Toilet Request Form

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

Event Information

Event Name *	Pearl River Rotary Share Christmas & The Holidays		
Event Location Name *	Braunsdorf Park - Main Street - Pearl River		
Event Address *	Street Address Braunsdorf Park - Main Street Pearl River Address Line 2 City Pearl River Postal / Zip Code 10965		
	State / Province / Region New York Country United States		
Event Start Date *	12/15/2023 05:00:00 PM		
Event End Date *	12/15/2023 10:00:00 PM		
Set-up Info *	Please describe the exact location the units should be placed on the event site the intersection of Main Street and Central Avenue - Pearl River, adjacent to the police booth		
Number of regular units required *	2		
Number of ADA units required *	0		
Total Number of units required *	2		

Applicant Information

Applicant First Name *	Raymond
Applicant Last Name *	Pucci
Organization Name *	Rotary Club of Pearl River, NY

Organization Not For Profit? * ☒ Yes ☐ No

Organization Address *

Street Address

PO Box 824

Address Line 2

City

Pearl River

Postal / Zip Code

10965

State / Province / Region

New York

Country

United States

Phone (w) *

845-735-7047

Phone (c) *

8455703370

Email *

puccir1@gmail.com

Certificate of Insurance *

2023-24-Rotary Town of Orangetown certificate-of-insurance (1).pdf

630.33KB

Certificate must list the Town of Orangetown as additional Insured

Signature *

Raymond Pucci



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 * 2023-24-Rotary Town of Orangetown certificate-of-insurance (1).pdf 630.33KB

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 * Pearl River Rotary Share Christmas & The Holidays

Event Location Name * Braunsdorf Park-Main Street - Pearl River

Event Address *

Street Address
Braunsdorf Park - Main Street Pearl River
Address Line 2
City Pearl River State / Province / Region New York
Postal / Zip Code 10965 Country United States

Setup Date & Time * 12/15/2023
05:00:00 PM

Take-Down Date & Time * 12/15/2023
10:00:00 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.

Please set stairs on both right and left side of stage.
Stage will be used for PR Chorus to sing Carol's, toy donation, and children to visit with Santa.
Rain date is 12/22/2023

Placement *

☒ Pavement
☐ Grass/Field
☐ Other

Applicant Information

Applicant's Name * Raymond Pucci

Organization Name * Rotary Club of Pearl River, NY

Organization Address * PO Box 824

Organization City * PEARL RIVER

Organization State * NY

Phone (w) * 8457357047

Phone (c) * 8455703370

Email *

puccigr189@gmail.com

Signature *

Raymond Pucci

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

11/21/2023

08:44:23 AM

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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



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

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

NOV 07 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME Share Christmas and the Holidays DATE 11/6/2023

COMPANY Rotary Club of Pearl River

ADDRESS P.O. Box 252, Pearl River, NY 10965

TELEPHONE _____

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

S. Main Street- Braunsdorf Park

(Address number and name of road)

between Central Avenue & Franklin Avenue

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Share Christmas and the Holidays

DATE OF CLOSING 12/15/23 RAIN DATE 12/22/23

TIME ROAD WILL BE CLOSED 5:30pm-10:30pm

WILL ROAD BE OPEN TO LOCAL TRAFFIC? no

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

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

PRELIMINARY APPROVAL  DATE 11-13-23

JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



Rotary Club of Pearl River, P.O. Box 252, Pearl River, NY 10965
District 7210 - Region 8, Zone 32, Club #4982 – Charter Date December 12, 1935
www.rotaryclubofpearlriver.org

Robert Magrino, President - 2023 -2024 “Create Hope In The World”

RECEIVED

NOV 14 2023

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

MEMORANDUM

Rotary Club Of Pearl River

Board of Directors

Robert Magrino
President

Larry Vergine
President Elect

Kathleen Raffa
Secretary

Michael Guarnieri
Treasurer

Ryan O'Gorman
Past President

Ray Pucci
President Emeritus

Alessandra Watson
Director

Phill Donnelly
Director

Neils Dua
Director

Evelyn Beckerle
Director

Chris Kormusis
Director

TO: Kimberly Allen, Administrative Secretary

FROM: Pearl River Rotary

DATE: November 14, 2023

RE: “APPROVE AID ROTARY CLUB OF PEARL RIVER/
SHARE CHRISTMAS AND THE HOLIDAYS”

Please place the following item on the November 28, 2023 Town Board Meeting Agenda:

RESOLVED, upon the recommendation of the Superintendent of Highways and Chief of Police the Town Board hereby approves the Pearl River Rotary Club's request for assistance, which includes police detail from the Police Department and an enhanced security permitter, barricades, trash barrels, and a message board from the Highway Department for their Share Christmas and the Holidays Event to be held on Friday, December 15, 2023 from 6pm-10pm with a rain date of December 22, 2023.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Toni Hanes PHONE (A/C, No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com FAX (A/C, No): 630-285-4062		
INSURED All Active US Rotary Clubs & Districts Rotary Club of Pearl River NY ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Westchester Surplus Lines Insurance Company		10172
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Town of Orangetown
26 Orangeburg Rd
Orangeburg NY 10962

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2023

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Toni Hanes PHONE (A/C, No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com FAX (A/C, No): 630-285-4062	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westchester Surplus Lines Insurance Company	
		NAIC # 10172	
INSURED All Active US Rotary Clubs & Districts Rotary Club of Pearl River NY ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

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

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	111723	\$ 1,213,265.02
	112823	\$ 286,236.06
		\$ 1,499,501.08

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: 11/21/2023
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 11/28/2023 consists of 2 warrants for a total of \$1,499,501.08.

The first warrant had 23 vouchers for \$1,213,265 and had the following items of interest.

1. Arthur J. Gallagher (p1) - \$78,481 for worker's comp audit.
2. Global Montello (p5) - \$21,271 for fuel.
3. NYS Dept. of Civil Service (p6) - \$913,989 for Healthcare benefits.

The second warrant had 136 vouchers for \$286,236 and had the following items of interest.

1. Applied Business Systems (p4) - \$8,300 for postage deposit for tax bills.
2. Bolkema Fuel Systems (p9) - \$10,665 for off road diesel.
3. Dutra Excavating (p11) - \$7,950 for emergency repairs to manholes.
4. Fleet, Pump & Service Group (p15) - \$42,128 for replacement sewer pumps.
5. Joe Lombardo Plumbing & Heating (p23) - \$9,295 for new town hall plumbing.
6. Keane & Beane (p25) - \$38,735 for outside legal counsel.
7. NYS Dept. of Environmental Conservation (p27) - \$15,500 for SPDES permits.
8. Potters, Inc. (p29) - \$5,490 for Highway paint.
9. Precision Electric Motor Works (p30) - \$17,685 for rebuild of Nyack PS.
10. Rockland County Solid Waste (p33) - \$7,145 for compactor rental and pull.
11. State Comptroller (p39) - \$29,041 for Justice fines.
12. The Morey Organization (p41) - \$7,940 for Parks tickets.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204