HAVERSTRAW TOWN BOARD
DECEMBER 10, 2024

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN KIRSCHKEL, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS

3. ADOPTION OF MINUTES

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF NOVEMBER 26, 2024.

4. PAYMENT OF BILLS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.

5. ACCEPTANCE OF REPORTS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF OCTOBER 2024 AND THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF NOVEMBER 2024.

6. PUBLIC HEARING TO CONSIDER ADOPTING LOCAL LAW NO. 11 – 2023 TO ADD ARTICLE §118-24 TO CHAPTER 118 OF THE TOWN CODE OF THE TOWN OF HAVERSTRAW ENTITLED, "PARKS."- NO SMOKING

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 8 OF 2024 INITIATED BY PETITION OF LAPA HOLDINGS, LLC TO REZONE THE REAR PORTION OF THE PROPERTY KNOWN AS 321 ROUTE 202 (TAX LOT NOS. 25.19-2-19 AND -20) FROM THE R-40 ZONING DISTRICT TO THE C ZONING DISTRICT. SAID PROPERTY BEING LOCATED ON THE SOUTH SIDE OF ROUTE 202, APPROXIMATELY 1,300 FEET FROM THE INTERSECTION OF ROUTE 45 AND ROUTE 202. THE MAJORITY OF THE PROPERTY, WHICH HAS FRONTAGE ON ROUTE 202, IS ALREADY IN THE C DISTRICT. LAPA HOLDINGS, LLC PROPOSES TO REDEVELOP THE ENTIRE PROPERTY WITH A TWO-STORY OFFICE BUILDING, PARKING, VEHICULAR ACCESS TO ROUTE 202, A RETAINING WALL AND OTHER SITE IMPROVEMENTS, WHICH IS PERMITTED IN THE C DISTRICT. THIS PROPOSED PROJECT IS ALSO BEFORE THE PLANNING BOARD FOR SITE PLAN REVIEW AND THE ZONING BOARD OF APPEALS FOR AREA VARIANCES RELATED TO THE BULK REQUIREMENTS OF THE C DISTRICT.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

7. <u>RESOLUTION – ADOPTING LOCAL LAW # 8 OF 2024 – AMENDING THE TOWN ZONING MAP</u>

WHEREAS, LAPA HOLDINGS, LLC ("APPLICANT") SUBMITTED A SITE PLAN APPLICATION TO THE PLANNING BOARD TO REDEVELOP THE PROPERTY LOCATED AT 321 ROUTE 202 (TAX LOT NUMBERS 25.19-2-19 AND -20) (THE "PROPERTY") WITH A TWO-STORY OFFICE BUILDING, PARKING, VEHICULAR ACCESS TO ROUTE 202, A RETAINING WALL AND OTHER SITE IMPROVEMENTS (THE "PROJECT"); AND

WHEREAS, THE APPLICANT SUBMITTED AN APPLICATION TO THE ZONING BOARD FOR TWO AREA VARIANCES RELATED TO THE PROJECT: (I) THE NUMBER OF PARKING SPACES AND (II) THE DISTANCE OF THE VEHICULAR ACCESS FROM THE LOT LINE; AND

WHEREAS, THE PROPERTY IS SPLIT BETWEEN TWO ZONING DISTRICTS WITH THE MAJORITY OF THE PROPERTY ABUTTING ROUTE 202 BEING IN THE C (COMMERCIAL) DISTRICT WHERE THE PROJECT IS A PERMITTED USE; HOWEVER, THE REAR PORTION OF THE PROPERTY, WHICH WILL CONTAIN SOME OF THE PARKING AND RETAINING WALLS FOR THE PROJECT, IS LOCATED IN THE R-40 ZONING DISTRICT; AND

WHEREAS, THE APPLICANT SUBMITTED A ZONING PETITION TO THE TOWN BOARD REQUESTING THAT THE TOWN BOARD REZONE THE PORTION OF THE PROPERTY THAT IS R-40 TO THE C DISTRICT TO BE CONSISTENT WITH THE REMAINDER OF THE PROPERTY AND THE PROJECT; AND
WHEREAS, THE PLANNING BOARD SERVED AS LEAD AGENCY FOR A COORDINATED REVIEW OF THIS UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") AND ISSUED A NEGATIVE DECLARATION AT ITS NOVEMBER 13, 2024 MEETING DETERMINING THE PROJECT DOES NOT HAVE THE POTENTIAL FOR ANY SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS; AND

WHEREAS, CONCURRENT WITH ADOPTING THE SEQRA NEGATIVE DECLARATION, AT ITS NOVEMBER 13, 2024 MEETING THE PLANNING BOARD ISSUED A ZONING REPORT TO THE TOWN BOARD PURSUANT TO TOWN ZONING CODE § 167-108(B) PROVIDING A FAVORABLE RECOMMENDATION ON THE PROPOSED REZONING; AND

WHEREAS, THE ZONING PETITION WAS REFERRED TO THE ROCKLAND COUNTY DEPARTMENT OF PLANNING ("COUNTY PLANNING") IN ACCORDANCE WITH GENERAL MUNICIPAL LAW § 239-M ("GML"), IN RESPONSE TO WHICH THE TOWN BOARD RECEIVED A RESPONSE FROM COUNTY PLANNING DATED OCTOBER 7, 2022 RECOMMENDING CERTAIN "MODIFICATIONS," AND ARE ADDRESSED AS FOLLOWS:

1. **THE PLANS HAVE BEEN CORRECTED TO IDENTIFY THE TOWN OF RAMAPO AS THE ABUTTING PROPERTY OWNER. THE APPLICATION MATERIALS WERE SENT TO THE TOWN OF RAMAPO BUT NO COMMENTS HAVE BEEN RECEIVED WITH OVER 30 DAYS HAVING ELAPSED.**

2. **THE APPLICANT HAS COORDINATED WITH NYS DEPARTMENT OF TRANSPORTATION ON THIS APPLICATION AND HAS PROVIDED SAID COMMUNICATIONS TO THE TOWN, WHICH HAS BEEN REVIEWED BY THE TOWN'S TRAFFIC ENGINEERING CONSULTANT.**

3. **THE APPLICANT CONSULTED WITH APPLICABLE ROCKLAND COUNTY DEPARTMENTS AND HAS REDESIGNED THE PROPOSED RETAINING WALL IN RESPONSE TO THOSE COMMENTS.**

4. **IF NOT ALREADY DONE, AS A CONDITION OF THIS APPROVAL, THE APPLICANT SHALL COMPLY WITH ANY OUTSTANDING REQUIREMENTS FROM ROCKLAND COUNTY CENTER FOR ENVIRONMENTAL HEALTH AND OBTAIN ANY NECESSARY PERMITS AND APPROVALS PRIOR TO OBTAINING A BUILDING PERMIT.**

5. **AS A CONDITION OF THIS APPROVAL, THE APPLICANT SHALL CONSULT WITH THE NEW YORK-NEW JERSEY TRAIL CONFERENCE AND ADDRESS ANY COMMENTS OR CONCERNS RAISED.**

6. **THE APPLICANT IS SEEKING AN AREA VARIANCE FROM THE ZONING BOARD RELATED TO THE AMOUNT OF PARKING FOR THE PROJECT.**

7. **THE PROPOSED PLANS COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AS IT RELATES TO THE MINIMUM NUMBER OF ACCESSIBLE PARKING SPACES.**

8. **THE PROPOSED PARKING AREAS ARE SETBACK 25 FEET FROM THE RESIDENTIALLY-ZONED PROPERTY IN THE TOWN OF HAVERSTRAW. THE TOWN OF HAVERSTRAW DOES NOT CONTROL THE TOWN OF RAMAPO'S ZONING; HOWEVER, THE ABUTTING PROPERTY IN THE TOWN OF RAMAPO IS A PARK THAT DOES NOT HAVE RESIDENTIAL USES AND THE TOWN OF RAMAPO DID NOT PROVIDE ANY COMMENTS ON THIS APPLICATION.**

9. **THE APPLICANT IS SEEKING AN AREA VARIANCE FROM THE ZONING BOARD RELATED TO THE DISTANCE OF THE VEHICULAR ACCESS FROM THE PROPERTY LINE.**

10. **THE APPLICANT HAS REVISED THE BULK TABLE TO REFLECT THE REQUIRED SIDE YARD SETBACKS.**

11. **THE APPLICANT HAS REVISED THE PLANS TO INCLUDE A NET LOT AREA CALCULATION.**

12. **BY WAY OF THIS RESOLUTION, THE BOARD IS GRANTING THE ZONE CHANGE SUCH THAT THE ENTIRE PROPERTY IS IN THE C (COMMERCIAL) DISTRICT. HOWEVER, THE PROPOSED PLANS COMPLY WITH THE REAR YARD SETBACK REGULATIONS OF THE MORE RESTRICTIVE R-40 DISTRICT WHERE THE REAR PORTION OF THE PROPERTY WAS LOCATED DURING THIS APPLICATION PROCESS.**

13. **THE APPLICANT IS SEEKING CERTAIN AREA VARIANCES FROM THE ZONING BOARD RELATED TO THE BULK REGULATIONS.**

14. **ANY PROPOSED SIGNAGE SHALL COMPLY WITH THE TOWN CODE AND/OR RECEIVE NECESSARY APPROVALS.**

15. **ALL LOCAL LAWS ARE FILED WITH THE NYS DEPARTMENT OF STATE. AS A CONDITION OF THIS RESOLUTION, THE APPLICANT SHALL SEND THE LOCAL LAW TO THE ROCKLAND COUNTY GIS DIVISION.**

16. **THE SITE PLAN AND AREA VARIANCE APPLICATIONS HAVE BEEN SENT TO COUNTY PLANNING AND RESPONSES RECEIVED, WHICH WILL BE ADDRESSED BY THE PLANNING BOARD AND ZONING BOARD, RESPECTIVELY.**

17. **NONE OF THE CONDITIONS OF THE COUNTY PLANNING GML REVIEW REQUIRE AN OVERRIDE.**

18. **AS A CONDITION OF THIS RESOLUTION, THE APPLICANT SHALL COMPLY WITH ROCKLAND COUNTY EXECUTIVE ORDER 01-2017.**

19. **AS A CONDITION OF THIS RESOLUTION, THE APPLICANT SHALL ENSURE THE RETAINING WALLS ARE DESIGNED, SIGNED AND SEALED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER AND BE IN COMPLIANCE WITH THE NYS FIRE PREVENTION AND BUILDING CODE.**

WHEREAS, THE TOWN BOARD HELD A DULY-NOTICED PUBLIC HEARING ON LOCAL LAW #8 OF 2024 AT ITS MEETING ON DECEMBER 10, 2024, AND MEMBERS OF THE PUBLIC HAVING THE OPPORTUNITY TO ATTEND AND BE HEARD, THE PUBLIC HEARING WAS CLOSED ON DECEMBER 10, 2024; AND NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY ADOPTS LOCAL LAW #8 OF 2024 TO AMEND THE TOWN OF HAVERSTRAW ZONING MAP TO PLACE THE REAR PORTION OF 321 ROUTE 202 (THAT IS CURRENTLY IN THE R-40 ZONING DISTRICT) IN THE C ZONING DISTRICT FOR THE SOLE PURPOSE OF CONSTRUCTING THE OFFICE BUILDING AND RELATED IMPROVEMENTS THAT WAS ANALYZED BY THE PLANNING BOARD AND CULMINATED IN THE NOVEMBER 13, 2024 NEGATIVE DECLARATION UNDER SEQRA; AND
BE IT FURTHER RESOLVED, THE TOWN CLERK IS DIRECTED TO ENTER SAID LOCAL LAW IN THE MINUTES OF THIS MEETING INTO THE LOCAL LAW BOOK FOR THE TOWN OF HAVERSTRAW; TO PUBLISH SAID MINUTES IN A NEWSPAPER PUBLISHED IN THE TOWN, IF ANY, OR IN SUCH NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SUCH TOWN MAY BE LOCATED HAVING A CIRCULATION IN SUCH TOWN, AND AFFIDAVITS OF SAID PUBLICATION SHALL BE FILED WITH THE TOWN CLERK; AND TO FILE A COPY OF SAID LOCAL LAW WITH THE SECRETARY OF STATE OF NEW YORK.

8. <u>AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND MONTEFIORE NYACK HOSPITAL EMPLOYEE ASSISTANCE PROGRAM</u>

RESOLVED, UPON THE RECOMMENDATION OF THE TOWN BOARD OF THE TOWN OF HAVERSTRAW THE SUPERVISOR IS HEREBY AUTHORIZED TO ENTER INTO AN AGREEMENT WITH NYACK HOSPITAL FOR THE PURPOSES OF PROVIDING TO THE TOWN EMPLOYEES AN EMPLOYEE ASSISTANCE PROGRAM, AND BE IT FURTHER

RESOLVED, THAT SAID AGREEMENT SHALL COMMENCE ON JANUARY 1, 2025 AND EXPIRE ON DECEMBER 31, 2025, AND BE IT FURTHER

RESOLVED, THAT SAID AGREEMENT SHALL BE AT A TOTAL COST OF $8,200.

9. <u>BUDGET ADJUSTMENTS FOR PERIOD ENDING IN NOVEMBER 30, 2024</u>

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF $1,070,000.00, FROM THE PART-TOWN FUND IN THE AMOUNT OF $60,000.00 AND FROM THE HIGHWAY PART-TOWN FUND IN THE AMOUNT OF $60,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE PERIOD ENDING IN NOVEMBER 30, 2024 (SEE ATTACHED BUDGET ADJUSTMENTS).

Town of Haverstraw
Budget Adjustments
For period ending 11-30-2024

Fund	Account Name	Account Number		Debit	Credit
GENERAL FUND					
	Engineering Contractual	A-1440-0400		$ 75,000.00	
	Buildings Contarcatual	A-1620-0400		$ 15,000.00	
	Parks Equipment	A-7110-0200		$ 35,000.00	
	Parks Contractual	A-7110-0400		$ 30,000.00	
	Spec Rec - Golf Personal Services	A-7150-0100		$ 100,000.00	
	Youth Board Contractual	A-7310-0400		$ 5,000.00	
	Hospital & medical Insurance	A-9060-0800		$ 400,000.00	
	Leases - Principal	A-9788-0600		$ 10,000.00	
	Capital Projects	A-9950-0900		$ 400,000.00	
	Elections Contractual	A-1450-0400			$ 135,000.00
	Attorney Contractual	A-1420-0400			$ 50,000.00
	Environmental Control	A-8090-0400			$ 85,000.00
REVENUE ACCT	Interset & Earnings	A-0000-2401			$ 800,000.00
				$ 1,070,000.00	$ 1,070,000.00

Fund	Account Name	Account Number		Debit	Credit
Part- Town Fund					
	Safety Inspection Personal Services	B-3620-0100		$ 40,000.00	
	Youth Program Personal Services	B-7310-0100		$ 10,000.00	
	Planning Contractual	B-8020-0400		$ 10,000.00	
REVENUE ACCT	Building Department Permit Fees	B-0000-1520			$ 20,000.00
REVENUE ACCT	Interest & Earnings	B-0000-2401			$ 40,000.00
				$ 60,000.00	$ 60,000.00

Fund	Account Name	Account Number		Debit	Credit
Highway Part- Town Fund					
	General Repairs Contractual Expense	DB-5110-0400		$ 60,000.00	
	General Repairs Personal Services	DB-5110-0100			$ 60,000.00
				$ 60,000.00	$ 60,000.00

10. ADOPTION OF SEWER ASSESSMENT ROLL FOR THE YEAR 2024 AND THE ESTABLISHMENT OF SEWER RENT RATES FOR SEWER DISTRICT NO. 1 FOR THE YEAR 2025

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ADOPT THE SEWER ASSESSMENT ROLL FOR THE YEAR 2024 AND ACCEPTS THE ESTABLISHMENT OF SEWER RENT RATES FOR SEWER DISTRICT NO. 1, TOWN OF HAVERSTRAW FOR THE YEAR 2025.

11. CLOSE CAPITAL PROJECT – MILLING AND PAVER-PLACED SURFACE TREATMENT - CEDAR LANE AND BIRCH DRIVE, TOWN OF HAVERSTRAW

RESOLVED, THAT BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS J. BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY CLOSE THE MILLING AND PAVER-PLACED SURFACE TREATMENT - CEDAR LANE AND BIRCH DRIVE, TOWN OF HAVERSTRAW CAPITAL PROJECT, AND BE IT FURTHER

RESOLVED, THAT THIS CAPITAL PROJECT WAS BUDGETED IN THE AMOUNT OF $160,000.00 FROM THE HIGHWAY DB FUND OF WHICH $141,534.36 WAS EXPENDED LEAVING A BALANCE OF $18,465.64 WHICH WILL BE TRANSFERRED BACK TO THE HIGHWAY DB FUND AS AN INTERFUND TRANSFER.

12. AUTHORIZATION TO REIMBURSE AUTO INSURANCE DEDUCTIBLE – REPAIR VEHICLE DAMAGED BY THE JULY 17, 2024 STORM AT BOWLINE POINT PARK

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES TO REIMBURSE MR. LUIS GOMEZ THE AMOUNT OF $1000.00 FOR THE AUTO INSURANCE DEDUCTIBLE PAID FOR THE REPAIRS TO HIS 2022 FORD EXPLORER VEHICLE DAMAGED IN THE JULY 17, 2024 STORM AT BOWLINE POINT PARK.

13. ACCEPTANCE OF LETTER OF RETIREMENT – WILLIAM MARSALISI, JR.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RETIREMENT FOR MOTOR EQUIPMENT OPERATOR II OF THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT, WILLIAM MARSALISI, JR. EFFECTIVE FEBRUARY 26, 2025.

14. ACCEPTANCE OF LETTER OF RESIGNATION – GREGG LAWLESS, TOWN OF HAVERSTRAW ZONING BOARD OF APPEALS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR TOWN OF HAVERSTRAW ZONING BOARD OF APPEALS AS CHAIRMAN AND MEMBER GREGG LAWLESS, EFFECTIVE IMMEDIATELY AS OF DECEMBER 8, 2024.

TOWN OF HAVERSTRAW
LOCAL LAW NO. 8 of 2024

A LOCAL LAW AMENDING TOWN ZONING MAP

BE IT ENACTED by the Town Board of the Town of Haverstraw, Rockland County, New York ("Town Board") as follows:

SECTION 1. Authority

This local law is adopted pursuant to the Town Board's authority pursue to the New York State Constitution and New York Municipal Home Rule Law.

SECTION 2. Title, Intent and Purpose

This local law shall be known and cited as "a Local Law amending Town Zoning Map to Rezone a Portion of 321 Route 202 to the C District."

Lapa Holdings, LLC submitted a site plan application to the Planning Board to redevelop the property located at 321 Route 202 (tax lot numbers 25.19-2-19 and -20) with a two-story office building, parking, vehicular access to Route 202, a retaining wall and other site improvements. The Property is split between two zoning districts with the majority of the property (fronting on Route 202) being in the C (commercial) district and the rear portion being in the R-40 district. In order to have the entire Property be in one zoning district that will allow the proposed project, Lapa Holdings submitted a zoning petition to rezone the rear portion of the Property from the R-40 district to the C district.

SECTION 3. Rezoning a Portion of 321 Route 202 to C District/Amending Zoning Map

The Town Board hereby rezones the portion of 321 Route 202 that is currently in the R-40 district to the C district for the sole purpose of allowing the property to be redeveloped with an office building based upon the proposal by Lapa Holdings, LLC that was the subject of the Planning Board's review pursuant to the State Environmental Quality Review Act and for which the Planning Board issued a negative declaration at its November 13, 2024 meeting. The Town Zoning Map shall be amended to reflect the entirety of 321 Route 202 in the C District.

SECTION 4. Validity.

The invalidity of any provision of this Local Law shall not affect the validity of any other portion of this Local Law which can be given effect without such invalid provision.

SECTION 5. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State.

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF HAVERSTRAW

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 130 W Ramapo Road		
Project Location (describe, and attach a general location map): 130 W Ramapo Road, Garnerville, NY 10923		
Brief Description of Proposed Action (include purpose or need): Proposed 2 story, 8,000 sf office building on 0.9 acre parcel with 53 parking spaces.		
Name of Applicant/Sponsor: Artur Kondov	Telephone: 718-687-8118 E-Mail: AKONDOV100@gmail.com	
Address: 3 Vandenberg Circle		
City/PO: Garnerville	State: NY	Zip Code: 10923
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Board of Trustees	
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Haverstraw Planning Board	
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	RCDOH, Sewer Dept	
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

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

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? C- Commercial

C.4. Existing community services.

a. In what school district is the project site located? Haverstraw- Stony Point

b. What police or other public protection forces serve the project site?
Town of Haverstraw Police Department

c. Which fire protection and emergency medical services serve the project site?
Theills/Roseville Fire Department

d. What parks serve the project site?
South Mountain County 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)? Commercial

b. a. Total acreage of the site of the proposed action? 0.9 acres
b. Total acreage to be physically disturbed? 0.9 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.9 acres

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

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

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

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 28 height; 100 width; and 40 length

iii. Approximate extent of building space to be heated or cooled: 8000 square feet

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

If Yes,

i. Purpose of the impoundment: _____

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

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

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

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

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

D.2. Project Operations

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

If Yes:

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

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

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

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

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. _____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

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

If Yes:

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

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

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 800 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: Veolia Water
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

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

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

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

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

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

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

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 800 gallons/day

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

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

- Name of wastewater treatment plant to be used:
- Name of district: Rockland County Sewer District #1
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

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

_____

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

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

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

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

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

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

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within 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.

i. During Construction:

- Monday - Friday: 7am-4pm
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 9am-7pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

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

Describe:

n. Will the proposed action have outdoor lighting? ☑Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

On face of building

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

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑Yes ☐No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

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

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.65	.78	+.13
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	.35	.22	-.13
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

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

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑Yes ☐No

If yes, provide DEC ID number(s): 344029

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

No environmental remediation needed.

_____

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? >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? _____ %

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

HcB	87.9 %
HdB	2.7 %
WeD	9.3 %

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	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☑ 10-15%:	% of site
☐ 15% or greater:	% of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☑ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

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

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ 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? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ 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.

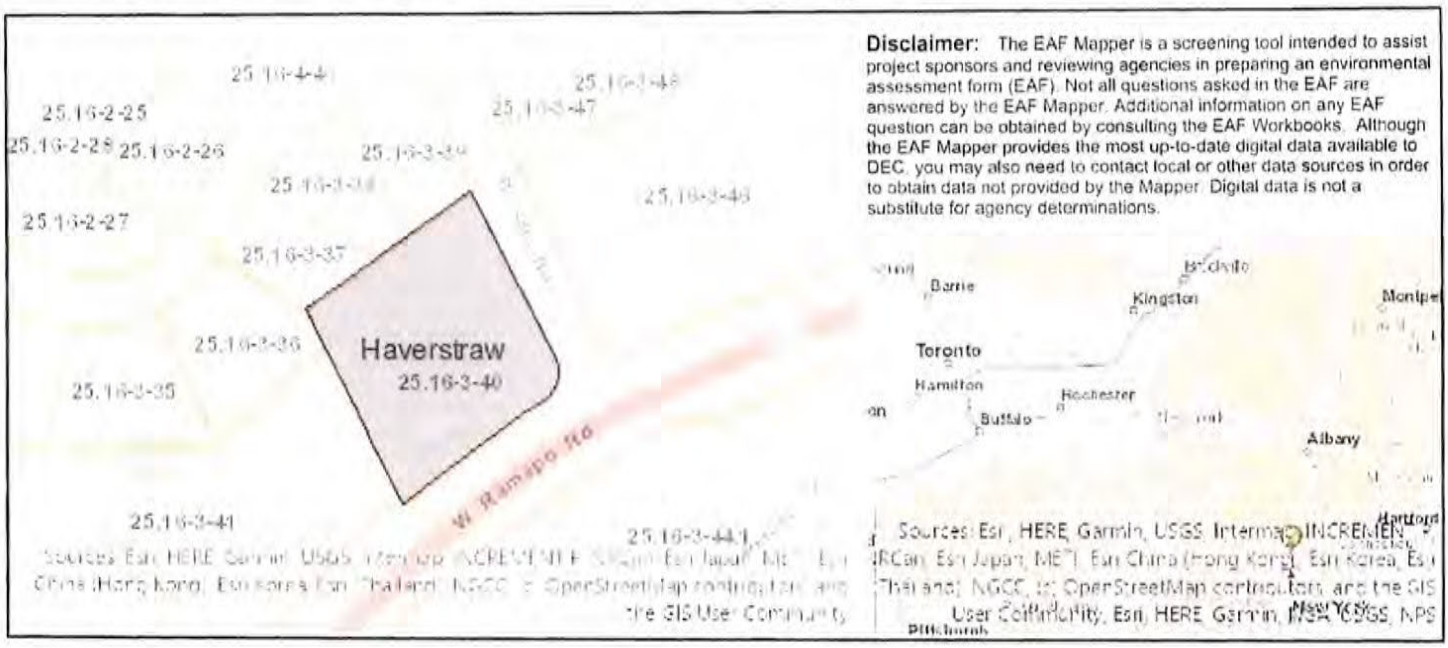
Applicant/Sponsor Name Artur Kondov Date 11/5/24

Signature _____ Title Applicant

PRINT FORM

EAF Mapper Summary Report

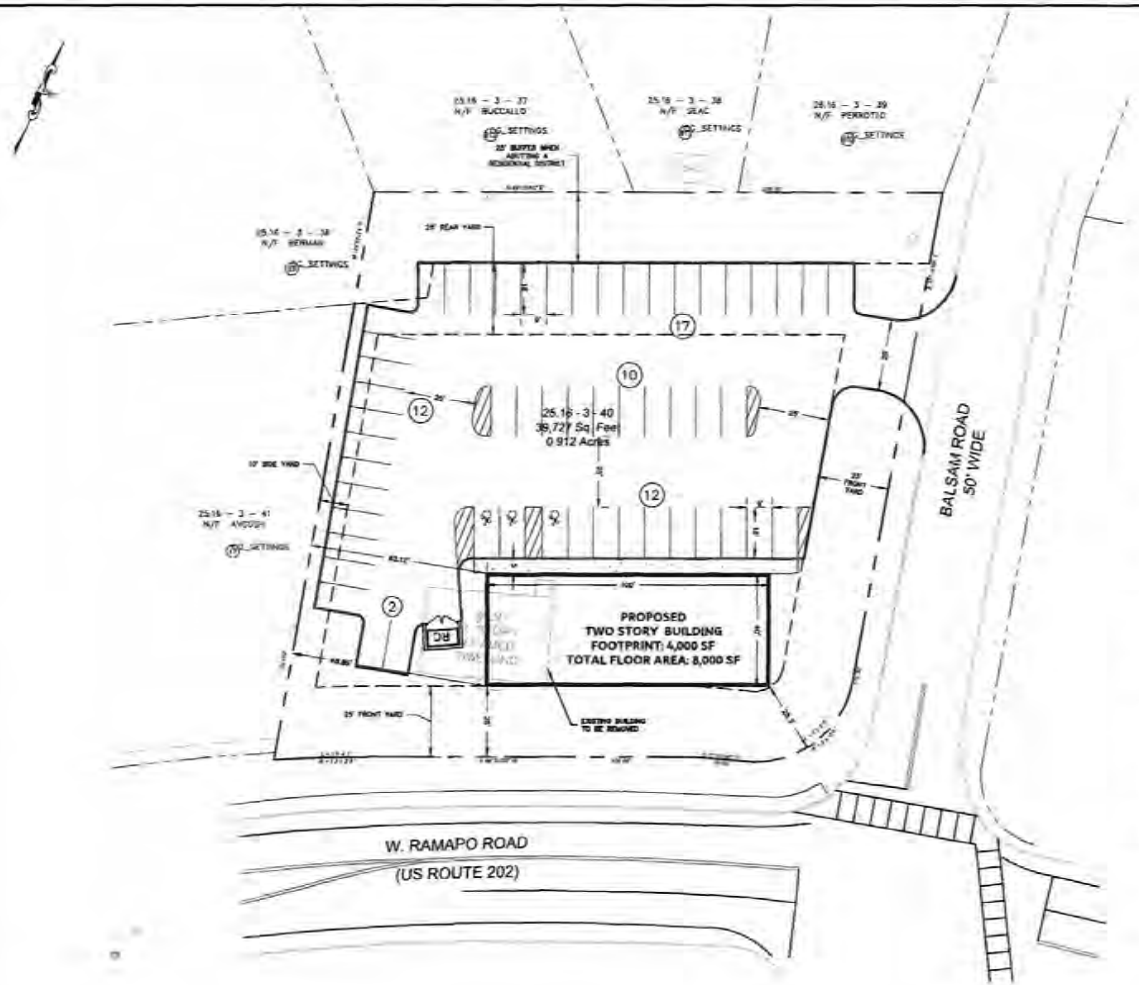
Thursday, October 31, 2024 2:09 PM

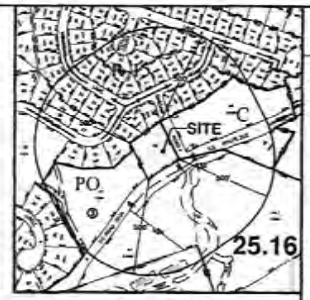


B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	344029
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No







VICINITY MAP
SCALE: 1" = 200'

GENERAL SITE NOTES

1. SECTION 25.16 BLOCK 3 LOT 40.
2. EXISTING BACKGROUND INFORMATION TAKEN FROM DRAWING TITLED "SURVEY MAP FOR 130 WEST RAMAPO ROAD" DATED 4/20/23, PREPARED BY CIVIL TEC ENGINEERING & SURVEYING PC.
3. AREA OF TRACT: 39,727 SF.
4. ZONE: PO – PROFESSIONAL OFFICE*
5. USE=OFFICE
6. RECORD OWNER/APPLICANT:
7. FIRE DISTRICT:
8. WATER DISTRICT:
9. WATER SUPPLIER:
10. SEWER DISTRICT:
11. THERE ARE NO COVENANTS, DEED RESTRICTIONS, EASEMENTS OR OTHER RESERVATIONS OF LAND RELATIVE, TO THIS SITE, EXCEPT AS SHOWN ON THIS PLAN, SUBJECT TO THE FINDINGS OF A COMPLETE AND UP TO DATE TITLE SEARCH.
12. NO SIGN(S) OTHER THAN THOSE SHOWN ON THESE DRAWINGS ARE PERMITTED WITHOUT PRIOR APPROVAL OF THE PLANNING BOARD. TENANTS ARE TO BE ADVISED OF THIS.
13. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY FROM AVAILABLE INFORMATION. THE CONTRACTOR SHALL CALL THE LOCAL UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION TO HAVE ALL UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO ANY CONSTRUCTION. ANY UTILITY FOR WHICH NO EVIDENCE CAN BE SEEN ON THE SURFACE OF THE LANDS MAY NOT BE SHOWN ON THIS DRAWING.
14. NO BUILDING PERMITS WILL BE ISSUED UNTIL SUCH TIME THE EROSION CONTROL MEASURES REQUIRED AS PART OF THE SITE PLAN APPROVAL ARE INSTALLED TO THE SATISFACTION OF THE BUILDING INSPECTOR AND THE DEPARTMENT OF PUBLIC WORKS.

*APPLICANT SEEKS ZONE CHANGE FROM PO ZONE TO C ZONE

BUILDING COVERAGE CALCULATION
LOT AREA = 39,727 S.F.
PROPOSED BUILDING PAD AREA = 4,000 S.F.
BUILDING COVERAGE = 4,000 S.F./39,727 S.F. X 100 = 10%

LOT COVERAGE CALCULATION
LOT AREA = 39,727 S.F.
PROPOSED BUILDING PAD AREA = 4,000 S.F.
PROPOSED DRIVEWAY AND PARKING AREA = 17,920 S.F.
LOT COVERAGE = 4,000 S.F. + 17,920 S.F./39,727 S.F. X 100 = 55.1%

FLOOR AREA RATIO (F.A.R.) CALCULATION
LOT AREA = 39,727 S.F.
TOTAL FLOOR AREA OF PROPOSED BUILDING = 8,000 S.F.
FLOOR AREA RATIO (F.A.R.) = 8,000 S.F./39,727 S.F. = 0.20

PARKING CALCULATION
OFFICE SPACE: ONE PARKING SPACE REQUIRED FOR EVERY 150 S.F. OF BUILDINGS FLOOR AREA
TOTAL FLOOR AREA: 8,000 S.F.
8,000 S.F./150 S.F. = 53 PARKING SPACES

TOTAL PARKING SPACES REQUIRED = 53 PARKING SPACES
TOTAL PARKING SPACES PROVIDED = 53 PARKING SPACES

TABLE OF BULK REQUIREMENTS
TOWN OF HAVERSTRAW
USE: OFFICE

	MINIMUM LOT AREA (sq. ft.)	MINIMUM LOT WIDTH (feet)	MINIMUM STREET FRONTAGE (feet)	MINIMUM FRONT YARD (feet)	MINIMUM SIDE YARD (feet)	MINIMUM TOTAL SIDE YARD (feet)	MINIMUM REAR YARD (feet)	MAXIMUM HEIGHT (feet)	MAXIMUM BLDG COVERAGE (%)	MAXIMUM LOT COVERAGE (%)	MINIMUM LANDSCAPE BUFFER (feet)	PARKING SPACES
REQUIRED C ZONE*	10,000	100	100	25	10	25 TO 25	25	35/ 2.5 STORIES	N/A	N/A	25	53
PROVIDED	39,727	196.0	375.27	25	57.12	N/A	25	29/ 2 STORIES	10	55.2	10	53

*THE PROJECT SITE IS LOCATED IN THE "PO" ZONE AND IS ADJACENT TO THE "C" ZONE. THE BULK TABLE ASSUMES THAT THE ZONING DESIGNATION OF THE SITE TO BE CHANGED TO THE "C" ZONE.

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE	DESCRIPTION	REV.

SIGN OFF FOR SWPPP
ALEX VELEZ (OWNER)

WEINBERG LIM ENGINEERING
7 PATRICIA LANE, SPRING VALLEY, NEW YORK 10977
(845) 335-0360 mail@weinberglim.com

130 WEST RAMAPO ROAD
TOWN OF HAVERSTRAW
ROCKLAND COUNTY, NEW YORK
CONCEPT PLAN

Job number: 24023
Drawn by: AK
Checked by: JL
Date: 10/14/24
Scale: 1" = 20'
Drawing Number: 1













Montefiore | Nyack

MASTER SERVICES AGREEMENT

THIS AGREEMENT, made and executed as of this 1st day of January, 2025 (the "Effective Date") between **Montefiore Nyack Hospital** (the "Hospital") a non-profit acute care the Hospital located at 160 N. Midland Avenue, Nyack, NY 10960 and **Town of Haverstraw** a [corporation/limited liability the Company/partnership] located at One Rosman Road, Garnerville, NY 10923 (the "Company", and the Hospital and the Company, each a "Party" and both, collectively, the "Parties").

WITNESSETH

WHEREAS, the Hospital provides Employee Assistance Program services to outside Employers; and

WHEREAS, the Company is in need of such services for employees eligible for an Employee Assistance Program maintained by the Company for the benefit of such employees and their family members; and

WHEREAS, it is the desire the Hospital and the Company to agree on the terms pursuant to which the Hospital will provide such Services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and the Company agree as follows:

ARTICLE I
DEFINITIONS

1.1 "ACA" means the Patient Protection and Affordable Care Act of 2010, as amended.

1.2 "Affiliate" means, as to any entity (the "first entity"), any individual, corporation, partnership, limited liability the Company, association, joint-stock the Company, trust, unincorporated association or other entity (other than the first entity) that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first entity. Notwithstanding the foregoing, for purposes of determining Affiliates eligible to participate in the Plan adopted by the Company, an Affiliate shall only include entities that are treated as a single employer with the Company under Code Section 414(b) or (c).

1.3 "Code" means the Internal Revenue Code of 1986, as amended.

1.4 "Employee" means a common law employee of the Company.

1.5 "Employee Assistance Program" or "EAP" means the Services designed to assist the Company's Employees, their dependents, and the Company in finding solutions for personal and workplace problems.

1.6 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.7 "Governmental Agency" or "Governmental Agencies" means the Internal Revenue Service, U.S. Department of the Treasury, Department of Labor, Department of Health and Human Services and Center for Medicare and Medicaid Services and other governmental agencies or departments

that may have jurisdiction over the Program and/or the Plan or whose requirements may apply to the Program and/or the Plan.

1.8 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

1.9 "Member" means a participant in the Program adopted by the Company who is an Employee of the Company or its Affiliates and any of the participant's dependents enrolled in the Plan.

1.10 "Participant" means an employee of the Company that is eligible and participating in the Plan.

1.11 "Plan" means the provisions of the plan of benefits to which this Agreement applies, as described in the Summary Plan Description.

1.12 "Plan Administrator" means the current or succeeding person, committee, partnership, or other entity designated by the terms of the instrument under which the Plan is operated as defined by ERISA and who is responsible for the Plan's operation.

1.13 "Plan Document(s)" means the documents provided to Participants that are required by ERISA and are prepared or provided by the Plan Administrator that describe the Services covered by this Agreement; eligibility requirements for participation and benefits offered under the Plan; and any other information required by ERISA. Examples of Plan Documents include but are not limited to the following: the Plan document, Summary Plan Description, or description of Services.

1.14 "Services" has the meaning set forth in Section 2.1. The Services provided under the Agreement are for convenience of the Company, and in no event shall the Hospital have any responsibility or liability for performing the services for which it has engaged third-party providers.

1.15 "Summary Plan Description" or "SPD" means the document(s) describing the terms and conditions of coverage offered under the Plan.

1.16 "Tax" or "Taxes" means a charge imposed, assessed, or levied by any federal, state, local, or other governmental taxing authority.

ARTICLE II
SERVICES

2.1 Scope of Services. The Hospital shall, or shall arrange with its subcontractors to, provide to the Company the services set forth in Exhibit A, and the services described in any attachment, addendum, work order, or amendment (including letter amendments) to this Agreement, all of which are incorporated by reference into this Agreement (collectively, the "Services"). In providing the Services, the Hospital is not acting as the "plan administrator" (within the meaning of ERISA), "named fiduciary" or fiduciary (within the meaning of ERISA), a claims administrator, a health advocate or otherwise. In the event that changes in the law cause any Services provided by the Hospital to be treated as "fiduciary," the Hospital reserves the right to (a) terminate this Agreement upon sixty (60) days' prior written notice to the Company, (b) discontinue or modify the Services that cause the Hospital to be treated as fiduciary, or (c) charge additional fees for the Services that cause it to be treated as fiduciary.

2.2 Standard of Care. The Hospital shall provide the Services hereunder in accordance with the terms of the Plan and this Agreement, in a good workmanlike manner, with a reasonable standard of care, skill, and diligence in accordance with applicable specifications in this Agreement and industry standards.

2.3 Subcontractors. The Hospital may use its Affiliates and subcontractors to provide the Services. The Hospital will be responsible only for engaging subcontractors to provide the Services but in no event for the performance by subcontractors of the underlying services. By executing this Agreement, the Company agrees to the terms and conditions of Services imposed by the subcontractors, if applicable, as set forth or otherwise referenced in the Exhibits, attachments, statements of work or amendments to this Agreement.

ARTICLE III
THE COMPANY RESPONSIBILITIES

3.1 Plan. The Company shall retain the sole responsibility for the design and administration of, and compliance with all applicable laws with respect to, the Plan. The Company or its designee shall be the Plan Administrator and shall not refer in any Plan documents, SPDs or communication materials to the Hospital or any of the Hospital's subcontractor as the "plan administrator." The Company will work with the Hospital to ensure that the provisions of the Plan documents, including the Summary Plan Description are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Members or third parties, the Company will provide the Hospital with communications which refer to the Hospital or the Hospital's Services. The Company will amend any communications if the Hospital reasonably determines that references to the Hospital are inaccurate, or any Plan provision is not consistent with this Agreement or the Services that the Hospital is providing.

3.2 Plan Vendors. The Company shall in good faith cooperate with the Hospital in establishing care coordination and exchange of information between the Hospital and its Plan vendors (such as claims administrators, third-party administrators, providers of health advocacy services, and wellness program services) to the extent necessary in order to facilitate the implementation and operation of the Program and as requested by the Hospital.

3.3 Authorizations. The Company is responsible for obtaining, prior to furnishing any data or information to the Hospital (either directly or through a third party), any necessary permissions, consents, or releases, including entering into business associate agreements if required by applicable federal, state or local laws and/or regulations, to allow the Company to deliver the Company data to the Hospital and the Hospital to use and disclose such Company data as set forth under this Agreement or required by law.

ARTICLE IV
FEES

4.1 Fees. The Company will pay fees to the Hospital as compensation for the services provided by the Hospital as set forth in Exhibit B.

4.2 Change in Fees.

(a) If the Hospital wishes to change the fees on each Renewal Term, the Hospital will provide the Company with sixty (60) days' prior written notice of the revised fees for subsequent Renewal Terms. Unless the Company objects to the change in fees within the 60-day period, the fees communicated to the Company shall become effective as of the first day of the Renewal Term. The Hospital will provide the Company with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

(b) The Hospital may also change the fees, if any one or more of the following occur:

(i) any time there are changes made to this Agreement or the Plan, which affect the scope of the Services or costs to the Hospital of providing the Services;

(ii) when there are changes in laws or regulations which affect or are related to the services the Hospital is providing, or will be required to provide, under this Agreement, including the Taxes and fees Described in Section 4.3 to the extent such changes increase the Hospital's costs of providing services under this Agreement; or

(iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more.

If the Company does not agree to any change in fees, the Company may terminate this Agreement upon thirty (30) days' written notice after the Company receives written notice of the new fees. The Company must still pay any amounts due for the periods during which this Agreement is in effect.

4.3 Taxes and Expenses.

(a) Payment of Taxes and Expenses. In the event that any Taxes are assessed against the Hospital (or its subcontractor) in connection with the Services, the Company will reimburse the Hospital for the Company's proportionate share of such Taxes (but not Taxes on the Hospital's net income). The Hospital has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. The Company will also reimburse the Hospital for a proportionate share of any cost or expense reasonably incurred by the Hospital in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by the Hospital's unreasonable delay or unreasonable determination to dispute such Tax.

(b) Tax Reporting. In the event that the provision of any benefits to Members in connection with this Agreement is subject to Plan- or employer-based tax reporting requirements, the Company agrees to comply with these requirements, unless the Hospital specifically undertakes this responsibility pursuant to the provisions of this Agreement.

(c) State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by Governmental Agencies on the Plan or the Hospital, including but not limited to those imposed pursuant to the ACA, as amended from time to time. This includes the funding, remittance, and determination of the amount due for ACA required Taxes and fees.

4.4 Payment of Fees. The Company shall pay the annual fee amount set forth in Exhibit B. The Company must pay the fee within forty-five (45) day of the invoice provided by the Hospital. Any additional services not set forth in Appendix A will be invoiced separately and the invoice must be paid within forty-five (45) days after the date of the invoice.

4.5 Late Payments. The Hospital reserves the right to charge an interest rate of 1% per month for any late payment of fees.

ARTICLE V
TERM AND TERMINATION

5.1 Term. This Agreement shall be effective on the Effective Date and shall continue in effect for one (1) year ("Initial Term") and thereafter shall renew for consecutive one-year terms (each, a "Renewal Term"), provided that either Party may terminate the Agreement at the end of the Initial Term or any Renewal Term upon giving the other Party notice of nonrenewal at least sixty (60) days before the last day of the Initial Term or any Renewal Term, as the case may be. The Initial Term and all Renewal Terms are referred to as the "Term."

5.2 Termination for Cause.

(a) Either Party may terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party, if, after giving that other Party such notice the defaulting Party fails to cure any deficiency in the Party's performance of the obligations set forth in this Agreement, other than a failure to meet an expense/payment obligation, the Party does not cure the deficiency.

(b) The Hospital may terminate this Agreement in accordance with Section 4.5 upon continuous failure of the Company to comply with payment obligations under Article III.

(c) Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country, licenses of rights to "intellectual property" as defined under Section 101(35A) of the U.S. Bankruptcy Code.

(d) The Hospital may terminate this Agreement upon thirty (30) days' prior written notice to the Company if a change in the law would prohibit the provision of the Services under this Agreement and the Party may not agree on the modification of this Agreement that would make the provision of Services compliant with the change in the law or such modification is not possible.

5.3 Data Transfer. Upon the termination of this Agreement. The Hospital will provide the Company with a data file with information in its possession of (to the extent deemed by it necessary for the transition of the Plan to another provider) in the mutually agreeable format. The Hospital reserves the right to charge a fee for the cost of retrieving, compiling and transmitting the data. The Hospital will otherwise destroy or return all Company data in its possession (including information in its subcontractors' possession) and will not retain any copies of the Company data, except as it may be required by applicable laws and its and its subcontractors' data retention policies. The Hospital (including its subcontractors) will return, destroy or retain PHI in accordance with the provisions of the Business Associate Agreement.

5.4 Member Notification. The Company has the sole responsibility for notifying all Members of the termination of the Agreement or change in providers.

ARTICLE VI
INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY

6.1 Representation. Each Party represents and warrants to the other that: (a) this Agreement has been duly authorized, executed and delivered by it, and that it has the full power and authority and is free to enter into this Agreement and to perform its obligations hereunder and (b) it will perform its respective responsibilities under this Agreement in compliance with all applicable federal, state and local laws, rules, and regulations, including, without limitation, HIPAA and other applicable state or federal privacy and security regulations.

6.2 Indemnification.

(a) Indemnification by the Company. The Company will indemnify the Hospital and hold the Hospital harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the Hospital incurs, including reasonable attorneys' fees and costs, which arise out of:

(i) The Company or its vendors', subcontractors', or authorized agents' gross negligence or willful misconduct in the performance of the Company or its vendors', subcontractors', or authorized agents' obligations under this Agreement;

(ii) The Company's material breach of this Agreement; or

(iii) third-party claims brought against the Hospital as the provider of Services hereunder, except where such claims arise from the Hospital's or its employees', vendors', subcontractors' or agents' gross negligence or willful misconduct or breach of this Agreement or any other agreement the Hospital entered in connection with this Agreement.

(b) Indemnification by the Hospital. The Hospital will indemnify the Company and hold the Company harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses that the Company incurs, including reasonable attorneys' fees and costs, which arise out of:

(i) The Hospital's or its vendors' subcontractors' or agents' gross negligence or willful misconduct in the performance of the Hospital's or its vendors', subcontractors', or authorized agents' obligations under this Agreement; or

(ii) The Hospital's material breach of this Agreement.

In no event, however, shall the Hospital be responsible for any claim, liability or expense (including, without limitation, any alleged or proven medical malpractice) arising from the providers' health care services or products provided to Members.

(c) Conditions to Indemnification. The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (i) prompt written notice of any claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (iii) cooperation in the defense of the indemnified matter.

(d) Survival. The provisions of this Section shall survive the termination of this Agreement.

6.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6.1, ALL SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND THE HOSPITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND THE HOSPITAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE HOSPITAL MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE COMPANY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ACCURATE, COMPLETE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-

PARTY MATERIALS IS STRICTLY BETWEEN THE COMPANY OR THE APPLICABLE THE COMPANY AND SUCH THIRD PARTY.

6.4 Limitation of Liability. IN NO EVENT WILL THE HOSPITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, SUPPLIERS OR AFFILIATES BE LIABLE TO THE COMPANY OR ITS MEMBERS OF OTHER AUTHORIZED USERS OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; OR (b) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE HOSPITAL'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF ALL FEES PAID OR OWED BY THE COMPANY FOR THE HOSPITAL SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

ARTICLE VII
CONFIDENTIALITY, DATA SECURITY

7.1 Confidential Information. "Confidential Information" shall include the terms of this Agreement, and any information that is clearly identified in writing at the time of disclosure by the disclosing party ("Disclosing Party") to the other party ("Recipient") as confidential or which, given the circumstances of disclosure, would reasonably be understood to be confidential, including but not limited to, pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information, data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property, vendor or supplier information, terms and conditions of supplier agreements, financial projections, business plans and information, the Company data, Personal Data (as defined below), sales and product plans and data, product and technical specifications. Information shall not include information which: (a) at the time of disclosure to Recipient is known publicly; (b) is independently developed by Recipient without use of or reference to the other Party's Confidential Information; (c) after disclosure to Recipient becomes known publicly, without fault of the Receiving Party or its employees, officers, directors, professional advisors, or Affiliates ("Representatives"); or (d) the Recipient is or later becomes aware of, from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information. "Personal Data" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

7.2 Confidentiality Obligations. A Recipient shall: (a) keep confidential all Confidential Information of the Disclosing Party; (b) not to use or disclose the Disclosing Party's Confidential Information except as expressly authorized under this Agreement; (c) protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and to make Confidential Information available only to its Representatives on a "need to know" basis. All such Representatives who have access to the other Party's Confidential Information must have a written confidentiality agreement with the Recipient such that such Representative is legally required to protect the Disclosing Party's Confidential Information to at least the same level as required under this Agreement or, with respect to professional advisors, be bound to the Recipient by a legal or ethical duty of confidentiality protecting the Disclosing Party's Confidential Information in a manner that is no less restrictive than the terms contained herein. Notwithstanding the foregoing, this Section 5.2 will not

prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation provided that the Recipient first provides the Disclosing Party with prompt written notice of such requirement (provided such notice is legally permissible) and reasonable cooperation to the Disclosing Party should it seek protective arrangements for the production of such Confidential Information; and if notice to Disclosing Party is prohibited by law, the Recipient shall in any event use commercially reasonable efforts to obtain confidential treatment of any of the Confidential Information disclosed or to be disclosed pursuant to this sentence.

7.3 Intellectual Property.

(a) All right, title and interest in and to the Materials (defined below), including all modifications, derivative works and improvements thereof and thereto and all Intellectual Property Rights (defined below) therein are and will remain the exclusive property of the Hospital and, where applicable, the respective rights holders in the third-party materials and all such items shall be deemed and treated as the Confidential Information of the Hospital. The Company has no right, license or authorization with respect to any of the Materials (including third-party materials) except as expressly set forth in this Agreement. All other rights in and to the Materials (including third-party materials) are expressly reserved by the Hospital and the respective third-party licensors). "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. "Materials" means the Services, the Hospital Systems (defined below), manuals, instructions or other documents or materials that the Hospital provides or makes available and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by the Hospital or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or the Hospital Systems. "The Hospital Systems" means the information technology infrastructure used by or on behalf of the Hospital in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by the Hospital or through the use of third-party services.

(b) The Company shall not, and will instruct its Members and employees (the "Authorized Users") not to, access or use the Services or Materials except as expressly permitted by this Agreement (and the Company will, in all cases, remain fully liable for any unauthorized access or use by itself and all Authorized Users). The prohibitions of this subsection include, without limitation, (i) copying, modifying or creating derivative works or improvements of the Services or Materials; (ii) renting, leasing, selling, sublicensing, assigning, distributing, publishing, or otherwise making available any Services or Materials to any person or entity, including on or in connection with the internet or any service bureau, software as a service, cloud or other technology or service; (iii) reverse engineering, disassembling, decompiling, decoding, adapting or otherwise attempting to derive or gain access to all or part of the source code of the Services or Materials; (iv) bypassing or breaching any security device or protection used by the Services or Materials or accessing the Services or Materials other than by an Authorized User through the use of his or her own then valid access credentials; (v) inputting, uploading, transmitting or otherwise providing to or through the Services or the Hospital Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (vi) damaging, destroying, disrupting, disabling, impairing, interfering with or otherwise impeding in any manner the Services or the Hospital Systems; (vii) removing, altering or obscuring any trade names, trademarks, service marks, logos, or other identifying marks of the Hospital or its subcontractors or other proprietary rights notices from any Services or Materials; (viii) accessing or using the Services or Materials in any manner or for any purpose that infringes,

misappropriates or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law.

7.4 Protected Health Information. The Parties' obligations with respect to the use and disclosure of protected health information (within the meaning of HIPAA) are outlined in the Business Associate Agreement attached to this Agreement.

7.5 Data Security. During the term of this Agreement, the Hospital will, and will require its subcontractors performing the Services to, maintain an information security policy and implement industry standard controls that support the integrity, confidentiality, and availability of the Company's data and maintain a disaster recovery plan. The Hospital will, and will require its subcontractors performing Services to, procure, use and maintain security tools and procedures consistent with industry standards and designed to protect and safeguard the Company's data. These may include, as applicable, but are not limited to, implementing access controls, requiring the encryption of personal or sensitive data, and performing periodic testing to verify the effectiveness of the tools utilized.

7.6 Remedies. The Parties agree that any disclosure or use of Confidential Information in violation of this Article VII would cause immediate and irreparable injury or loss that may not be adequately compensated by monetary damages. Therefore, in the event of any breach or threatened breach of this Article VII, each Party shall be entitled to seek injunctive relief and specific performance, enjoining, or restraining such breach or threatened breach, in addition to all other remedies available at law or in equity.

ARTICLE VIII
DISPUTE RESOLUTION

8.1 Dispute Resolution. In a dispute relating to this Agreement, the Parties will use reasonable efforts to resolve the dispute before initiating any action in a court of law. If not resolved within sixty (60) Business Days after commencing discussion, the Parties will attempt in good faith to resolve through non-binding mediation. If not resolved through non-binding mediation within ninety (90) Business Days after the dispute is referred to the mediator, the Parties may mutually extend the mediation process, agree to arbitration, or initiate an action in a court of law.

8.2 Arbitration. To the extent the Parties have not resolved, pursuant to Section 8.1, the dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, any such dispute, claim or controversy shall be determined by arbitration in Nyack, New York before one arbitrator appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. Unless otherwise agreed by the Parties, the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The Parties shall maintain the confidential nature of the arbitration proceeding and any award or decision, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a provisional remedy, enforcement of any arbitration award or decision in a court, a judicial challenge to the arbitration award or its enforcement, or unless otherwise required by law, regulatory requirements or judicial decision. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or judicial decision. This

Section 8.2 shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.3 Equitable Relief. This Section will not prevent a Party from seeking equitable relief or making a claim or asserting a defense to the extent necessary to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or in the case of claims involving third parties, to allow for an expeditious and orderly presentation of a Party's claims or defenses.

8.4 Jury Trial Waiver. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT.

8.5 Period for Assertion of Claims. Neither Party may assert against the other Party any claim in connection with this Agreement unless it has given the other Party written notice of the claim within two (2) years after it first knew, or reasonably should have known, of the underlying facts giving rise to such claim.

ARTICLE IX
MISCELLANEOUS

9.1 Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other as independent contractors solely for the purposes of effecting the provisions of this Agreement. Nothing in this Agreement shall be construed to create (a) an agency relationship under federal common law, a partnership, joint venture or other joint business relationship between the Parties or any of their Affiliates, or (b) a relationship of employer and employee between the Parties.

9.2 Assignment. Except as provided in this paragraph, neither Party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent. Nevertheless, the Hospital can assign this Agreement, including its rights and obligations to the Hospital's Affiliates, to an entity controlling, controlled by, or under common control with the Hospital, a purchaser of all or substantially all of the Hospital's assets or a successor in any other change of control event, subject to notice to the Company of the assignment. Notwithstanding the foregoing, the Parties' obligations and rights under this Agreement shall be for the benefit of and binding upon the Parties' respective successors and permitted assigns.

9.3 Governing Law. Unless preempted by ERISA, this Agreement will be governed, construed, and enforced under the laws of the State of New York and all disputes arising out of this Agreement will be resolved in state or federal district court located in New York.

9.4 Amendment. The Hospital reserves the right to amend its policies and procedures for the Services being provided under the Agreement upon thirty (30) days' prior written notice to the Employer. Except as may otherwise be specified in this Agreement or any Appendix hereto, the Agreement may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.

9.5 Waivers. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

9.6 Non-Discrimination. Both Parties to this Agreement shall comply with all applicable federal, state, and local laws and regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either Party.

9.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means with confirmation of successful delivery or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery. All notices or communications under this Agreement shall to the following addresses, as the Parties may update from time to time by written notice to the other:

If to the Hospital:

Montefiore Nyack Hospital
Employee Assistance Program
17 Squadron Boulevard 3rd Floor
Attn: Susan Mazzarella, LCSW, CEAP, SAP
Administrator, EAP & Corporate Services
Email: EAP@montefiorenyack.org

If to the Company:

Town of Haverstraw
One Rosman Road
Garnerville, NY 10923

Attn: Mr. William M. Stein
Town Attorney

9.8 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void, or unenforceable to any extent by a court of competent jurisdiction or by a legal opinion letter drafted by a Party's outside legal counsel, the remainder of this Agreement, shall not be impaired or otherwise affected, will be construed to preserve the intent and purpose of this Agreement, and shall continue to be valid and enforceable to the fullest extent permitted by law. The Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement; provided, however, that if the Parties are unable to reach agreement and either Party reasonably believes that the severed provisions render the resulting Agreement inequitable, such Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party.

9.9 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any third party (including, without limitation, any Members).

9.10 Marketing. Neither Party shall use the name, trade names, trademarks, service marks, or logos of the other Party or any affiliated the Company of the other Party in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other Party.

9.11 Compliance with Law. The Hospital and the Company shall each comply with all applicable federal, state and local laws, regulations and policies with respect to the performance of this Agreement. Notwithstanding any other provision in this Agreement, each Party remains responsible for

ensuring that any service provided by it pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

9.12 Independent Medical Judgment. The Company and the Hospital both acknowledge and agree that Members' treating physician(s) and other health care providers, including but not limited to Network Providers, shall be solely responsible to provide treatment and/or services to Members and to make all decisions related to patient care and shall exercise their independent medical judgment as to all such matters. Nothing in this Agreement shall be deemed to create any rights of the Hospital, the Company, or any other person or entity to intervene in any manner with or otherwise interfere with the independent medical judgment of Members' health care providers with regard to treatment or utilization issues, nor shall it render the Hospital, the Company, or any other person or entity responsible for the method or means by which any health care provider renders treatment or service to a Member.

9.13 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that consequently any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party is not applicable in the interpretation of this Agreement or any amendments or exhibits hereto.

9.14 Headings. The headings of Articles, Sections, and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.15 Force Majeure. Neither Party shall be liable for failure or delay of performance arising from any unforeseeable act beyond its reasonable control including, without limitation an act of God or other events beyond the reasonable control of such Party, such as the acts of a regulatory agency, epidemic, pandemic, fires, floods, pandemics, explosions, strikes, labor stoppages, and acts of terrorism, war or rebellion, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay. Notwithstanding the forgoing, in the event the Company experiences a documented force majeure event that delays its ability to remit amounts due, then the Company shall immediately inform the Hospital and remit any such amounts without undue delay. For the avoidance of doubt, a force majeure event shall not relieve the Company of its obligations to make payments for Services provided or any other Taxes, fees or charges it has an obligation to pay under this Agreement.

9.16 Legal Advice. It is understood and agreed that the Services do not include and the Hospital will not provide, investment, tax or legal advice. If the Company requires legal or other expert advice, the Company should consult its own legal counsel.

9.17 Improvements and Modification of Services. The Hospital reserves the right to upgrade, improve, modify or discontinue any Services provided or made available to the Company under this Agreement.

9.18 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

9.19 Acceptance. The Company may accept this Agreement either by having an authorized individual or officer sign the Agreement, or by making required payments to the Hospital. Such acceptance renders all terms and provisions herein binding on the Company and the Hospital. Requests for revision must be submitted within ninety (90) days of the Effective Date. If no revisions are requested within 90 days, this Agreement is deemed accepted. If the Company has requested revision(s) to any provision(s) of this Agreement, the provision(s) contained in the Agreement provided by the Hospital will be considered in effect until the Parties reach agreement to the proposed revision(s). All negotiations

EXHIBIT A

SERVICES

The Hospital shall provide the following services:

(A) Annual All employee Orientation Meetings to promote the program.

(B) Annual Supervisory Training sessions to inform and educate managers to the Employee Assistance Program's Supervisory Referral process.

(C) All promotional materials including, but not limited to, Employee Assistance Program posters, brochures, paycheck stuffers, employee promotional letter and other promotional correspondence.

(D) Professional assessment, consultation and referral services as necessary to troubled employees and/or their families.

(E) Quarterly and annual reports to designated individuals to include utilization rates and other non-identifying demographic information.

(F) Monthly reports to designated individuals of all employees referred by Supervisors for poor job performance (Supervisory Referrals) indicating whether the employee is or is not in treatment. No further details will be provided unless the employee in treatment signs an appropriate release.

Other services not covered herein must be separately negotiated by the Parties.

TOWN OF HAVERSTRAW

EXHIBIT B

FEE SCHEDULE

EAP Services for the contract year beginning on January 1, 2025 and ending on December 31, 2025

Contract Fee.....$8,200.00

Payment within 45 days of receipt of invoice.

Above fee includes any/all services provided to family members of employees.

Town of Haverstraw
Budget Adjustments
For period ending 11-30-2024

Fund	Account Name	Account Number		Debit	Credit
GENERAL FUND					
	Engineering Contractual	A-1440-0400		$ 75,000.00	
	Buildings Contarcatual	A-1620-0400		$ 15,000.00	
	Parks Equipment	A-7110-0200		$ 35,000.00	
	Parks Contractual	A-7110-0400		$ 30,000.00	
	Spec Rec - Golf Personal Services	A-7150-0100		$ 100,000.00	
	Youth Board Contractual	A-7310-0400		$ 5,000.00	
	Hospital & medical Insurance	A-9060-0800		$ 400,000.00	
	Leases - Principal	A-9788-0600		$ 10,000.00	
	Capital Projects	A-9950-0900		$ 400,000.00	
	Elections Contractual	A-1450-0400			$ 135,000.00
	Attorney Contractual	A-1420-0400			$ 50,000.00
	Environmental Control	A-8090-0400			$ 85,000.00
REVENUE ACCT	Interset & Earnings	A-0000-2401			$ 800,000.00
				$ 1,070,000.00	$ 1,070,000.00

Fund	Account Name	Account Number		Debit	Credit
Part- Town Fund					
	Safety Inspection Personal Services	B-3620-0100		$ 40,000.00	
	Youth Program Personal Services	B-7310-0100		$ 10,000.00	
	Planning Contractual	B-8020-0400		$ 10,000.00	
REVENUE ACCT	Building Department Permit Fees	B-0000-1520			$ 20,000.00
REVENUE ACCT	Interest & Earnings	B-0000-2401			$ 40,000.00
				$ 60,000.00	$ 60,000.00

Fund	Account Name	Account Number		Debit	Credit
Highway Part- Town Fund					
	General Repairs Contractual Expense	DB-5110-0400		$ 60,000.00	
	General Repairs Personal Services	DB-5110-0100			$ 60,000.00
				$ 60,000.00	$ 60,000.00