## APPLICATION REVIEW FORM

| PARTI  |   |
|--|---|
| Name of Municipality_Ches+No+  | Pidge Date 3/28   |
| Please check all th  |   |
| Planning Board Zoning Board of Appeals* (Fill out Part II of this form.) | Municipal Board Historical Board Architectural Board                    |
| Subdivision Number of Lots Site Plan                                     | Pre-preliminary/Sketch Preliminary Final                                |
| Special Permit Zoning Code Amendment Variance                            | Conditional Use Zone Change   |
| Project File Number (To be Completed by Villa                            | nge):   |
| Project Name: ENdeavoral +   | Program   |
| Tax Map Designation:  Section 62.15 Block                                | Lot(s) 22   |
| SectionBlock   | Lot(s)  |
|  | Kennedy PKway,<br>Ackortown Road in the<br>et/village of Chestwot. Rico |
| Acreage of Parcel 0.8  | Zoning District RP-5  |
|  | Postal District Spaws Va  |
| Fire District  | _Ambulance District <u>+e1S+</u><br>_Sewer District <u>RCSD</u> 9       |
| Project Description: (If additional space required, plea                 | we attach a narrative summary.)  Narrative Summary.)                    |

#### **NARRATIVE**

## Special Permit Application- Chestnut Ridge Village Board 20 Kennedy Parkway-65.15-1-22

Application for Special Permit to Chestnut Ridge Village Board pursuant to RR-50 district column D (#7) "Schools of general or religious instruction provided that there should be no residential uses upon the lot other than the guard or caretakers dwelling or dormitory subject to article 12-section 290". Applicant is Endeavor 21+ Foundation Inc., 285 Hungry Hollow Road, Chestnut Ridge, NY 10952.

1) The applicant has secured from Chestnut Ridge Planning Board permission to construct a school for adults participating in the Endeavor 21 + program. The applicants are pursuing fundraising to construct the property on the Three-fold community premises. In the interim the adult students must have a place to conduct their program. The program is conducted Monday-Friday from 9:00am to 11:00am in two small groups. Examples of the classes conducted are candle making, yoga for two days, soap making and poetry, arts and crafts. Each group has three to four participants per class at most and an instructor. There is also a granola making class that involves four participants that runs from 11:00am to 12:15pm during the week. The afternoons have only individual classes and a couple of specialized movements for two participants three days a week. All programs are only conducted on weekdays and all programs are completed by 4:00pm. The applicant is seeking a special permit to conduct these classes at 20 Kennedy Boulevard, Monsey, NY 10952. Once the approved building is completed all programs will move to the new building.

## AARPLICATION REVIEW FORM

| If subdivision:  | . 1  |
|------------------|--|
| 1) I             | s any variance from the subdivision regulations required? Na   |
| 2) I             | s any open space being offered?If so, what amount?   |
| 3) I             | s this a standard or average density subdivision?  |
| If site plan:    |  |
| 1) 7             | Total size of building(s) in square feet   |
| 2) F             | Proposed addition  |
| 3) 1             | Number of dwelling units   |
| If special perm  | it, list special permit use and what the property will be used for.  50-(D)(7)-Schools of gendenal on Religious  veticos |
|                  |  |
|                  | s greater than 25%? If yes, please indicate the amount and show the  |
|                  | ea   |
| Are there stream | ns on the site? If yes, please provide the names.  |
|                  | nds on the site? If yes, please provide the names and type.  |
|                  | 7: Has this project ever been reviewed before? \( \int \oldsymbol{O}_{}  |
| _                | ovide a narrative, including the list case number, name, date, and the   |
| board you appea  | ared before.   |
|                  |  |
|                  | <del></del>  |
| List tax map sec | tion, block & lot numbers for all other abutting properties in the same  |
| ownership as thi |  |
|                  | Nove   |
|                  |  |
| Applicant:       | Marry Holland Phone #  |
| Address          | 20 Kennedy Parkway   |
|                  | Street Name & Number (Post Office) State Zip code  |
| Property Owner   | :  |
| Address          |  |
|                  | Street Name & Number (Post Office) State Zip code  |
| Engineer/Archite | ect/Surveyor: NONC Phone #   |
| Address          |  |
|                  | Street Name & Number (Post Office) State 7 in code   |

| APPLICA  | TIONREVIEW FORM  |
|--|--|
| Attorney: Licata +   | Conklin Phone # 357- 4242  |
| Address 55 010 TURNOIV                                       | e. Rd. Suite 606, Nanuet, NY 10954   |
| Street Name & N  |  |
| Contact Person: JAMes L                                      | icata Phone # 357 - 4242   |
| Address LicataConklin  |  |
| Street Name & N  | umber (Post Office) State Zip code   |
|  | erty is within 500 feet of:<br>heck all that apply)  |
|  | ET BE DONE BY THE ROCKLAND COUNTY COMMISSIONER OF ERAL MUNICIPAL LAW, SECTIONS 239 K, L, M, AND N. |
| State or County Road   | State or County Park   |
| Long Path  | County Stream  |
| Municipal Boundary   | County Facility  |
| Tist war (a) of facility of sales 1 of                       | NONE   |
| List name(s) of facility checked above                       | e  |
| copies of your application and plans j RC Highway Department | RC Park Commission   |
| RC Drainage Agency   | RC Environmental Management Council  |
| RC Soil and Water Cons. Dist.                                | RC Dept. of Environmental Health   |
| NYS Dept. of Transportation                                  | NYS Dept. of Environmental Conservation  |
| NYS Thruway Authority  | Palisades Interstate Park Comm.  |
| Adjacent Municipality  |  |
| O ALL APPLICANTS - YOU MUST SE                               | ND COPIES OF APPLICATIONS AND PLANS TO:  |
| Re   | egional Manager  |
| Ora  | nge and Rockland   |
|  | 5 West Route 59<br>g Valley, NY 10977  |
| have informed the above checked agencies a                   | •  |
| mayo informed the above encoked agencies a                   | and Grange and Rockland on   |
|  | Jelly Sign   |
|  | Signature  4/2/2021  |
|  | Date   |
|  |  |

#### APPLICATION REVIEW FORM

#### **Applicant's Signature and Certification**

| State of New York) County of Rockland) SS.: Town/Village of   | )   |
|---|---|
| (   | , hereby depose and say that all the  |
| above statements contained in the papers submitte   | d herewith are true.  |
| Mailing Address   | Mary Holland X/17 36 Joyce Drive Chestnut Ridge, NY                                 |
| SWORN to before this  28 day of March   | JAMES D. LICATA NOTARY PUBLIC, STATE OF NEW YORK                                    |
| Notary Public   | Registration No. 4846023 Qualified in Rockland County Commission Expires July 31 20 |
| Owner/Applicant's Consent Form to   | Visit Property  |
| I, Mary Holland   | , owner/applicant of the property   |
| described in application submitted to the town/vill   | age board, planning board, zoning   |
| board of appeals, and/or supporting staff, do hereb   | y give permission to members of said  |
| boards and/or supporting staff to visit the property  | in question at a reasonable time during   |
| the day.  | -   |
|   | Owner/Applicant   |
| SWORN to before this  | <b>-1</b>   |
| day of March  | <u>, 20 Z02</u> Y   |
|   |   |
| JAMES D. LICATA  NOTARY PUBLIC, STATE OF NEW YORK  Registration No. 4846023  Qualified in Rockland County |   |
| Commission Expires July 31 20   |   |

Page 4

#### APPLICATION REVIEW FORM

### Affidavit of Ownership/Owner's Consent

| State of New York) County of Rockland) SS: Town/Village of chestwot Ridge (1986)   |
|--|
| I Man y Halland being duly sworn bereby  |
| I, Many Holland being duly sworn, hereby depose and say that I reside at: 36 Joyce Prve  |
|  |
| in the county of Rockland in the state of New York.  |
| I am the (*) owner in fee simple of premises located at:  20 Kennedy Pankway   |
| described in a certain deed of said premises recorded in the Rockland County Clerk's   |
| Office in Liberof conveyances, page  |
| Said premises have been in my/its possession since 20 Said premises are also known and designated on the Town of <u>Romapo</u> Tax Map as:  section <u>65.15</u> block <u>l</u> lot(s) <u>ZZ</u> .               |
| I hereby authorize the within application on my behalf, and that the statements of fact contained in said application are true, and agree to be bound by the determination of the board.  Owner  Mailing Address |
| SWORN to before this  28 day of March, 2024  |
| JAMES D. LICATA NOTARY Public, STATE OF NEW YORK Registration No. 4846023 Qualified in Rockland County   |

Commission Expires July 31 20

<sup>\*</sup> If owner is a corporation, fill in the office held by deponent and name of corporation, and provide a list of all directors, officers and stockholders owning more than 5% of any class of stock.

# APRINCATION REVIEW FORM Affidavit Pursuant to Section 809 of the General Municipal Law

| State of New York) County of Rockland) SS.:  Town/Village of Chestwot Ribe  |
|---|
| I,  |
| 1. Print or type full name and post office address  Mary Holland  36 Joyce Drive  Chestrut R, d, e, Ny 1097   |
| certifies that he is owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application for the relief below set forth:  2. To the  |
| Application, petition or request is hereby submitted for:  ( ) Variance or modification from the requirement of Section;  Special permit per the requirements of Section;  () Review and approval of proposed subdivision plat;  () Exemption from a plat or official map;  () An order to issue a certificate, permit or license;  () An amendment to the Zoning Ordinance or Official Map or change thereof;  () Other (explain); |
| To permit construction, maintenance and use of Tomporary Learing  Center School For Oisable L Adults.   |
| 3. Premises affected are in a $\frac{22-50}{2000}$ zone and from the town of $\frac{20000}{2000}$ tax map, the property is known as Section $\frac{65.15}{22}$ .  |

#### APPLICATION REVIEW FORM

4. There is no state officer, Rockland County Officer or employee or town/village officer or employee nor his or her spouse, brother, sister, parent, child or grandchild, or a spouse of any of these relatives who is the applicant or who has an interest in the person, partnership or association making this application, petition or request, or is an officer, director, partner or employee of the applicant, or that such officer or employee, if this applicant is a corporation, legally or beneficially owns or controls any stock of the applicant in excess of 5% of the total of the corporation if its stock is listed on the New York or American Stock Exchanges; or is a member or partner of the applicant, if the applicant is an association or a partnership; nor that such town/village officer or employee nor any member of his family in any of the foregoing classes is a party to an agreement with the applicant, express or implied, whereby such officer or employee may receive any payment or other benefit, whether or not for service rendered, which is dependent or contingent upon the favorable approval of this application, petition or request.

| the Co     | That to the extent that the same is known to your applicant, and to the owner of the subject premises is disclosed herewith the interest of the following officer or employee of the State of New York or ounty of Rockland or of the Earn/Village of   |
|------------|---|
| a.         | Name and address of officer or employee   |
| b.         | Nature of interest  |
| , c.       | If stockholder, number of shares  |
| d.         | If officer or partner, nature of office and name of partnership   |
| nature     | If a spouse or brother, sister, parent, child, grandchild or the spouse of any of these blood relatives h state, county or town/village officer or employee, state name and address of such relative and of relationship to officer and employee and nature and extent of office, interest or participation or ation having an interest in such ownership or in any business entity sharing in such ownership |
| are off of | In the event of corporate ownership: A list of all directors, officers and stockholders of each ration owning more than five (5%) percent of any class of stock, must be attached, if any of these icers or employees of the State of New York, or of the County of Rockland, or of the Town/Village  .  .  .  .  .  .  .  .  .  .  .  .  .   |
| Kilowi     | Mailing Address   |
| SWOI       | Notary Public  JAMES D. LICATA  NOTARY PUBLIC, STATE OF NEW YORK  Registration No. 4846023  Qualified in Rockland County  Commission Expires July 31 20   |

#### APPLICATION REVIEW FORM

#### **AFFIDAVIT**

| State of New York) County of Rockland) SS.: Town/Village of Chestwit Ridge)   |  |
|---|--|
| being duly sworn deposes and says that he is the applicant, agent or attorney for applicant, in the matter of the petition before the |  |
| That the following are all of the owners of property 500 (distance) from the premises as to which this application is being taken.    |  |
| SECTION/BLOCK/LOT NAME ADDRESS  |  |
| see Attached List.  |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| SWORN to before this  |  |
| 28 day of March, 20 Z4  |  |
|   |  |
| Notary Public  JAMES D. LICATA  |  |
| NOTARY PUBLIC, STATE OF NEW YORK Registration No. 4846023 Qualified in Rockland County Commission Expires July 31 20                  |  |



15/62.20-1-3 NEUMANN EPHRAIM & RACHEL M 14 ULLMAN TERR MONSEY, NY 10952

15/62.19-1-30 SUCOV ORA & JOSHUA 5 CAPRICORN LA CHESTNUT RIDGE, NY 10952

15/62.15-1-26 MASSIMINO JOSEPH & ALBINA R 19 CANNAN RD MONSEY, NY 10952

15/62.16-1-53 EISEN ANDREW & RACHEL 10 CAPRICORN LA MONSEY, NY 10952

15/62.15-1-24 HELLER MOSHE & RACHEL 4 CAPRICORN LA MONSEY, NY 10952

15/62.15-1-28 PERLIN CRAIG & BRANDON 4 UNICORN ST MONSEY, NY 10952

15/62.15-1-31 QUINN JAMES + EILEEN 11 KENNEDY PKWY MONSEY, NY 10952

15/62.15-1-22 HOLLAND MARY 36 JOYCE DR CHESTNUT RIDGE, NY 10977

15/62.15-1-19 RUDOLF STEINER FELLOWSHIP FOUNDATION 241 HUNGRY HOLLOW RD CHESTNUT RIDGE, NY 10977 15/62.20-1-2 PODRIGAL ELUZER & ESTHER 9 CAPRICORN LANE CHESNUT RIDGE, NY 10952

15/62.19-1-29 BERGER ZISHA & RIVKA 3 CAPRICORN LA CHESTNUT RIDGE, NY 10952

15/62.16-1-51 GENERALLI ERNEST & BETH A 14 CAPRICORN LN MONSEY, NY 10952

15/62.16-1-54 THREEFOLD EDUCATIONAL FOUNDATION AND SCHOOL 260 HUNGRY HOLLOW ROAD CHESTNUT RIDGE, NY 10977

15/62.15-1-25 MILLER KEVIN & MYRA 20 CANAAN ROAD MONSEY, NY 10952

15/62.15-1-23 CHRISTIAN COMMUNITY SPRING VALLEY CONG 15 MARGETTS RD CHESTNUT RIDGE, NY 10952

15/62.15-1-20 WEISS COREY & SUZANNE 16 KENNEDY PKWY MONSEY, NY 10952

15/62.16-1-56 THREEFOLD EDUCATIONAL FOUNDATION & SCHOOL 260 HUNGRY HOLLOW RD SPRING VALLEY, NY 10977 15/62.20-1-1 WEISSMAN RUCHEL 2-D 65 SOUTH 11TH ST BROOKLYN, NY 11249

15/62.19-1-28 LOVERA MARY 1 CAPRICORN LA MONSEY, NY 10952

15/62.16-1-52 KARMA HEIGHTS LLC 5 CAPRICORN LA MONSEY, NY 10952

15/62.16-1-55 LOWENTHAL RANA T & YUNUS KEMAL & DAVID 6 CAPRICORN LA MONSEY, NY 10952

15/62.15-1-29 BILLSON RICHARD & MORRIS KAREN 47 PAVILION RIDGE WAY SUFFERN, NY 10901

15/62.15-1-30 KESSLER SHULEM 167 LORIMER ST BROOKLYN, NY 11206

15/62.15-1-21
THE BELLE HAVEN LLC
C/O STEPHEN PISANO
APT 2P
4280 GALT OCEAN DRIVE
FORT LAUDERDALE, FL 33308
15/62.16-1-1
RUDOLF STEINER FELLOWSHIP
241 HUNGRY HOLLOW RD
SPRING VALLEY, NY 10977



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15/62.15-1-20 WEISS COREY & SUZANNE 16 KENNEDY PKWY MONSEY, NY 10952

15/62.16-1-56 THREEFOLD EDUCATIONAL FOUNDATION & SCHOOL 260 HUNGRY HOLLOW RD SPRING VALLEY, NY 10977 15/62.20-1-1 WEISSMAN RUCHEL 2-D 65 SOUTH 11TH ST BROOKLYN, NY 11249

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15/62.15-1-30 KESSLER SHULEM 167 LORIMER ST BROOKLYN, NY 11206

15/62.15-1-21
THE BELLE HAVEN LLC
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4280 GALT OCEAN DRIVE
FORT LAUDERDALE, FL 33308
15/62.16-1-1
RUDOLF STEINER FELLOWSHIP
241 HUNGRY HOLLOW RD
SPRING VALLEY, NY 10977

#### APPLICATION REVIEW FORM

#### **Reimbursement for Professional Consulting Services**

The Town/Village Board, Planning Board and Zoning Board of Appeals in the review of any application described above, may refer any such application presented to it to such engineering, planning, environmental or other technical consultant as such Board shall deem reasonably necessary to enable it to review such application as required by law.

The charges made by such consultants shall be in accord with charges usually made for such services in the metropolitan New York region or pursuant to an existing contractual agreement between the town/village for the cost of such consultant services upon receipt of the bill. Such reimbursement shall be made prior to final action on the application.

Permits will not be issued and site plan or subdivision will not be signed until bill is paid in full.

Applicant

SWORN to before this

\_\_\_\_day of\_\_

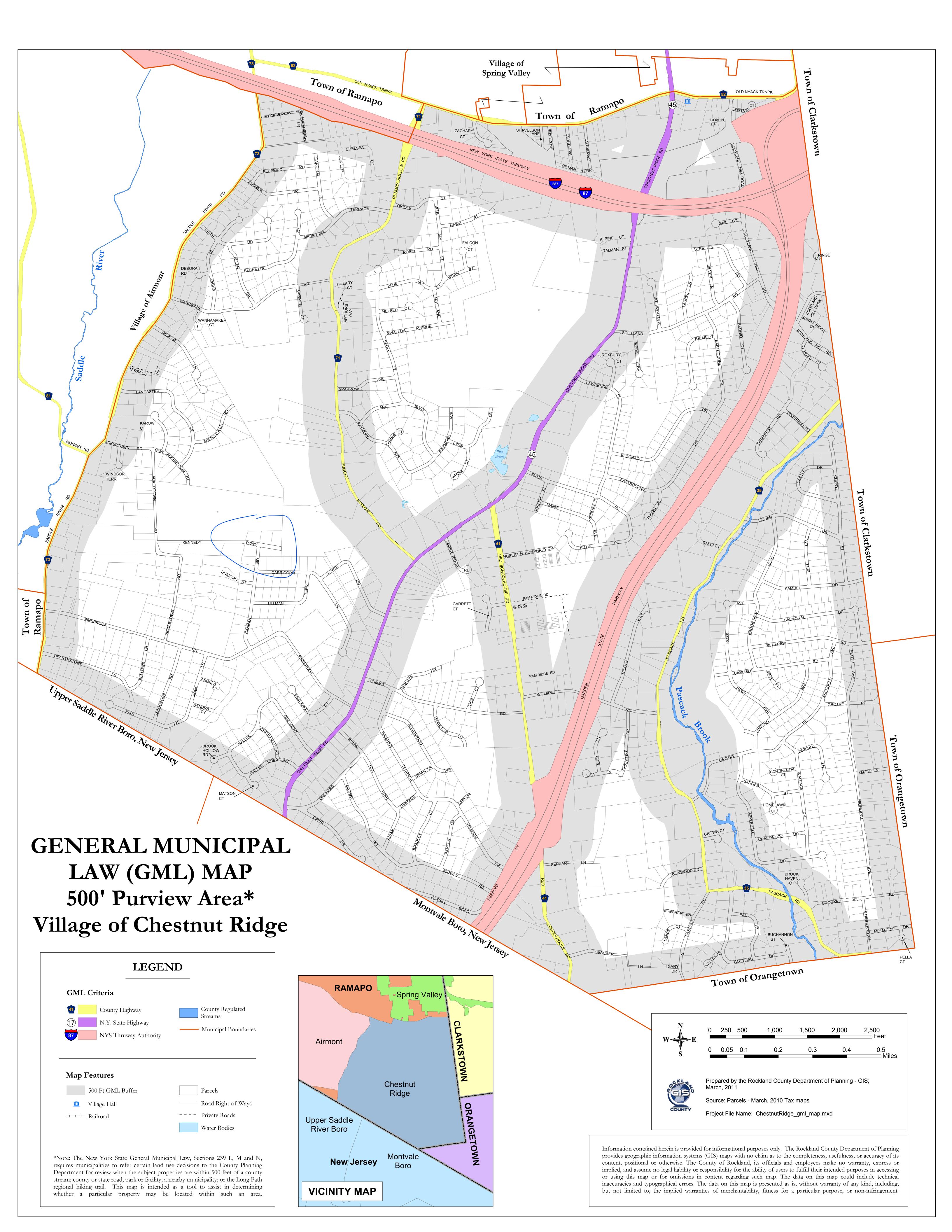
March, 20,24

Notary Public

JAMES D. LICATA

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 4846023
Qualified in Rockland County
Commission Expires July 31 20

Page 9



# RESOLUTION OTTO SPECHT (Threefold Educational Foundation and School) FINAL SITE PLAN AND SUBDIVISION APPROVAL

WHEREAS Threefold Educational Foundation and School has applied to the Village of Chestnut Ridge Planning Board for final site plan approval and subdivision approval to allow for the construction of a building for a school of general instruction and re-subdivision of Tax Lots 62.16/1/56 & 4 to take 3.48 acres from Lot 4 and add it to Lot 56. The premises are situated on the West side of Hungry Hollow Road approximately 1,350 feet north of Chestnut Ridge Road and designated on the Tax Map as Section 62.16 Block 1 Lot 56 and Section 62.16 Block I Lot 4 and located in an RR-50 Zoning District; and

WHEREAS, after due notice, a public hearing on said application for preliminary approval was held by the Planning Board on September 5, 2019, November 7, 2019, February 6, 2020, March 5, 2020, January 7, 2021 and for final approval on October 7, 2021; and

WHEREAS. the application required variances from the Zoning Board of Appeals, which were granted on August 17, 2020 subject to compliance with the Rockland County Planning Department's letter of April 16, 2020, items 3-15; and

WHEREAS, the application required a special permit from the Village Board of Trustees which was granted on July 16, 2020, as Resolution No. 2020-42, subject to the Planning Board considering the recommendations of the Rockland County Planning Department's letter of March 20, 2020 to the Board of Trustees; and

WHEREAS, the Architectural Review Board approval was obtained on December 17, 2019; and

WHEREAS, the application was reviewed by the appropriate reviewing agencies and all comments have been duly considered; and

WHEREAS, the Planning Board rendered a negative declaration pursuant to SEQRA on November 7, 2019.

WHEREAS, a review of the application was conducted by the Rockland County Department of Planning pursuant to GML 239(1) and (m) on September 5, 2019 and modifications were recommended, and on January 7, 2021 the Planning Board unanimously adopted a resolution overriding condition #14 of the Rockland County Department of Planning's letter with respect to land bank parking; and

WHEREAS, by resolution dated January 7, 2021 the Planning Board approved preliminary site plan and sketch pat subdivision, subject to the conditions stated therein; and

WHEREAS, the site plan and subdivision consist of the following plan set last revised May 27, 2021:

- 1. Drawing C-100, Final Overall Site Plan
- 2. Drawing C-101, Final Slope Analysis Plan
- 3. Drawing C-102, Final Site Plan
- 4. Drawing C-103, Final Circulation Plan
- 5. Drawing C- 200, Final Grading Plan
- 6. Drawing C-300, Final Utility Plan
- 7. Drawing C-400, Final Soil Erosion and Sediment Control Plan
- 8. Drawings C-500, through C-506 consisting of seven sheets of Details
- 9. Drawing C-510, Backflow Prevention Detail
- 10. Drawing C-600, Final Lighting Plan
- 11. Drawing C-700 &701, Final Fire Truck Circulation Plan
- 12. Drawing C-900, Final Storm Profiles
- 13. Drawing C950, Final Sanitary Profiles
- 14. Subdivision and Survey Map
- 15. Topographic Survey and Existing Conditions Plan
- 16. Drawing A1.02, Site Plans dated June 25, 2021
- 17. Drawing A2.01 & A2.02, Floorplans dated June 25, 2021
- 18. Drawings A3.00 & A3.01 Exterior Elevations dated June 25, 2021
- 19. Drawing L1 Landscape Plan dated June 25, 2021
- 20. Drawing L2 Tree Removal Plan dated September 12, 2019
- 21. Drawing L3 Planting Detail July 12, 2019
- 22. Revised Site Plan for Tax Lot 21-49A Holder House drawings 1-4 dated June 3, 1991 and last revised January 14, 1993.
- 23. Drawing SK 2.0 Sineage Details dated January 25, 2021, prepared by Charles Rose Architects
- 24. Drawing SK 3.0 Trash Enclosure dated January 25, 2021, prepared by Charles Rose Architects

NOW THEREFORE BE IT RESOLVED that the Planning Board does hereby approve the final site plan and subdivision, subject to the following conditions:

- 1. Compliance with the Rockland County Department of Planning letter of September 5, 2019 addressed to the Planning Board and their letter of March 20, 2020 addressed to the Village Board of Trustees and their letter of April 16, 2020 addressed to the Zoning Board of Appeals, except with respect to item #14 in the letter of September 5, 2019, which was overridden by the Planning Board in their resolution dated January 17, 2021.
- 2. Compliance with the Rockland County Sewer District #1 letter of August 30, 2019.
- 3. Compliance with the Rockland County Highway Department letter dated September 3, 2019.
- 4. Compliance with the Town of Ramapo Department of Public Works letter of October 17, 2019.
- 5. Compliance with the William Paul Faist Ambulance Corp letter of September 16, 2019.
- 6. Compliance with the Fire Inspector letter of October 3, 2019.
- 7. Compliance with the Monsey Fire Department letter of October 3, 2019.
- 8. Compliance with the Rockland County Department of Health letter of August 30, 2019.
- 9. Compliance with the Rockland County Drainage Agency letters of August 23, 2019 and November 4, 2019.
- 10. Compliance with New York State Department of Environmental Conservation letter of October 13, 2019.
- 11. Compliance with traffic consultant Osman Barrie's letter dated September 3, 2019.
- 12. Compliance with Nelson Pope Voorhis memo of July 20, 2021.
- 13. Compliance with Martin Spence memo of October 5, 2021.

Final sign plan showing color and dimensions to be submitted for approval prior to 14. sign off.

This resolution was moved by Member Rosskamm and seconded by Chairman Rubin.

The roll for this vote was as follows:

|  | Aye    | Nay | Abstain | Absent |
|--|--------|-----|---------|--------|
| Elimelech Horowitz<br>Avraham Rosskamm | X<br>X |     |         |        |
| Marc Levine Isaac Stern                | X      |     |         | v      |
| Allan Rubin Zachary Rothken            | X<br>X |     |         | Λ      |

The Chairman declared the resolution carried and directed the Planning Board Clerk to file this resolution and forward a copy of same to the applicant.

Dated: October 14, 2021

Allan Rubin, Chairman

allan Ruleni

#### Rockland County, NY Donna G. Silberman County Clerk

1 South Main St., Ste. 100 New City, NY 10956 Phone Number : (845) 638-5070

E-Mail: ROCKLANDCOUNTYCLERK@CO.ROCKLAND.NY.US

Official Receipt: 2023-00022353

Printed On: 07/12/2023 at 4:55:20 PM

By: 98 on COUNTER1W10

Customer:

MCLAREN ENGINEERING MG

Date Recorded: July 12, 2023

 Instrument ID
 Recorded Time
 Amount

 4:55:18 PM
 \$10.00

Transaction: FILED MAP

Remarks: MG

Total Due: \$10.00

Paid by Cash: \$20.00 Change Tendered: \$10.00

uni. Enete

JOIN PROPERTY CHECK NOW!

WAGORMAN SILBERMAN PROVIDES A FREE SERVICE TO HELP PROTECT YOU FROM IDENTITY THEFT. TO

BE GO TO OUR WEBSITE WWW.ROCKLANDCOUNTYCLERK.COM. CLICK ON THE VIEW RECORDS BUTTON



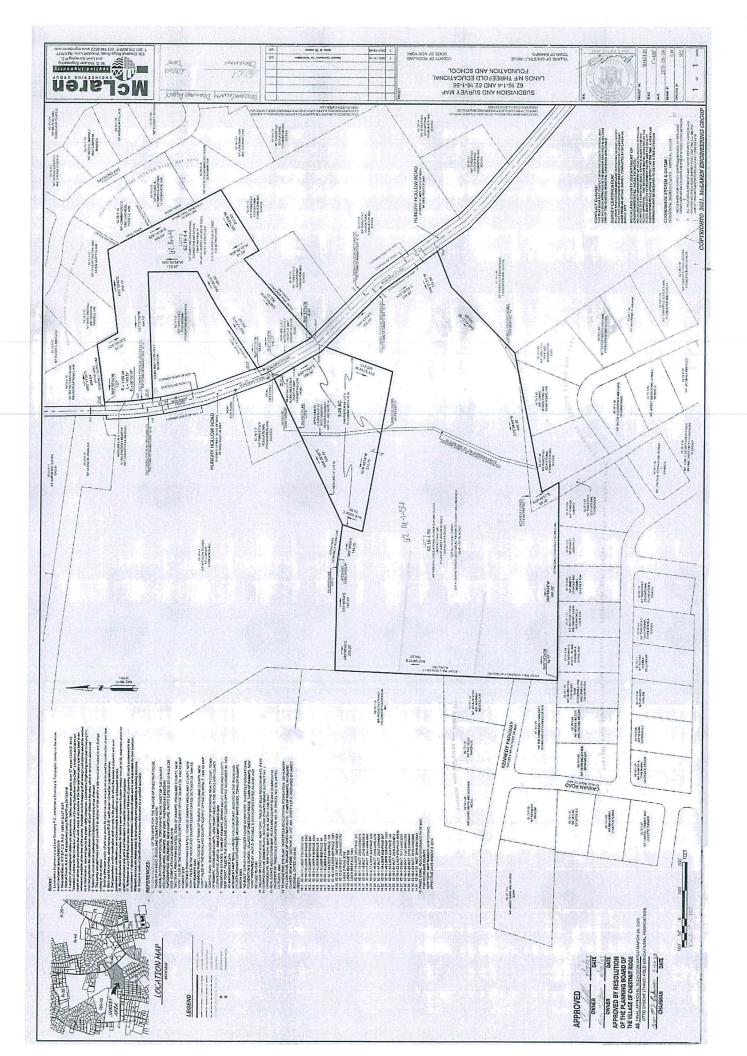
DONNA GORMAN SILBERMAN ROCKLAND COUNTY CLERK Vara Jourson Silbermer

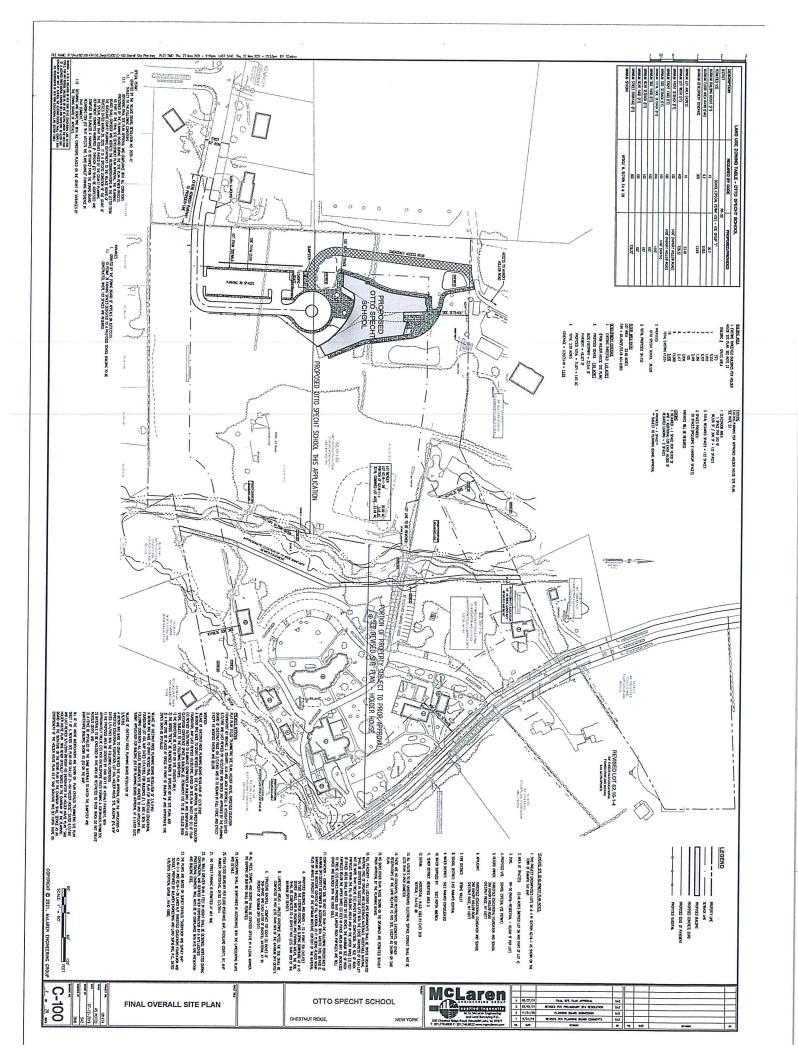
# THIS MAP HAS BEEN ACCEPTED FOR FILING BY THE REPRODUCTION DEPT. BY: LG

-ands NF three Ford Bangation Foundation

AND ASSIGNED:

Map No. 8616 Book 123 Page 66 Date 7/19/32







5/23/2024

Re: 20 Kennedy Pkwy, 62.15-1-22, Special Use Permit

I completed an inspection of the above referenced property on 5/1/2024 regarding Rental Registry follow-up and the Special Use Permit Application before the Village Board. The property is currently operating as a daytime educational care facility. The structure is legal without violation as a single-family occupancy; however, it is not occupied as such.

The following will be required with a change of use to the occupancy class it is currently occupied as:

- Installation and maintenance of a complete NFPA compliant fire alarm system with integrated CO connected to central station monitoring.
- Upgrade of all fire extinguishers to 5lb. commercial fire extinguishers with inspection tags and annual inspections
- Installation of lighted exit signs and emergency egress lighting

Dan Dodd

**Building Inspector** 

# Lease Agreement for 20 Kennedy Parkway, Monsey, NY 10952

This Lease Agreement ("Lease") is made and effective as of June 1, 2024 by and between:

LANDLORD:

Mary S. Holland

36 Joyce Drive

Chestnut Ridge, NY 10977

(917) 743-3868

TENANT:

Jeanette Rodriguez, on behalf of

Endeavor 21 Plus

260 Hungry Hollow Rd. Chestnut Ridge, NY 10977

# 1. PREMISES.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the premises at 20 Kennedy Parkway (the "Premises").

# 2. **TERM**.

The term of this Lease shall start on June 1, 2024 and ends on May 31, 2025 with a one-year extension at the landlord's option. In the event that Landlord is unable to provide the Premises on the exact start date, then Landlord shall provide the Premises as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Premises.

# 3. **RENT**.

Tenant agrees to pay, without demand, to Landlord as rent for the Premises the sum of \$3,250.00 per month in advance on the first day of each calendar month, at 36 Joyce Drive, Chestnut Ridge, NY 10977, or at such other place as Landlord may designate. Landlord may impose a late payment charge of \$50.00 for any amount that is more than ten (10) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. Any monies due and payable under paragraphs 8 & 13 herein shall also be considered Rent and shall be due in advance of the first day of each calendar month in which the charge(s) accrued.

# 4. SECURITY DEPOSIT.

Landlord retains a deposit of \$3,000.00 as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, Without Interest, following the full and faithful performance by Tenant of this Lease. In the event of damage to the Premises caused by Tenant or Tenant's agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable.

# 5. QUIET ENJOYMENT.

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Premises.

# 6. USE OF PREMISES.

- A. The Premises shall be used and occupied by Tenant exclusively. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose other than Endeavor 21 Plus's planned activities without Landlord's prior written consent.
- B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Premises. Tenant is responsible for all fines assessed against the premises for a violation of any law, ordinance, or other rule, assessed by any governmental agency.

# 7. NUMBER OF OCCUPANTS.

Tenant agrees that the Premises shall be occupied by no more than 25 persons without the prior written consent of Landlord.

# 8. CONDITION OF PREMISES.

Tenant agrees that Tenant has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

# 9. ASSIGNMENT AND SUBLETTING.

- A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent.
- B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.
- C. Tenant agrees that the only authorized occupants of the premises are those parties listed above and, in the absence of written consent from the Landlord, any third party taking up residence on the premises or, in any way, residing at the premises without the Landlord's express written consent, shall be considered a material breach of this agreement and shall result in immediate eviction of all parties residing at the Premises.

# 10. <u>ALTERATIONS AND IMPROVEMENTS</u>.

- A. Tenant shall make no alterations to the Premises or construct any building or make other improvements without the prior written consent of Landlord.
- B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

# 11. DAMAGE TO PREMISES.

If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and

the extent to which, the Premises is untenantable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

13. UTILITIES.

Tenant shall be responsible for arranging and paying for all utility services required on the premises, including electricity, heat, telephone and internet, except Landlord will provide water and landscaping. Tenant shall not default on any obligation to a utility provider for utility services at the Premises. All utility services, including but not limited to heat, electric and gas (if appropriate) shall be turned on and maintained during the entire term of the lease. Tenant is responsible for any damage that may result from the failure to maintain proper utility service. If at any time and for any reason any utility is turned off and/or reverts to the Landlord any and all charges accruing to the Landlord as a result of said reversion shall become immediately due and payable as Rent under paragraph 3 of this agreement. Failure to maintain proper utility service shall be considered a material breach of this agreement.

## 14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall immediately notify Landlord of any and all problems with any plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings or walls. Landlord shall use its best efforts to promptly repair or replace such damaged or defective area, appliance or mechanical system. Whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's agent, or visitor, Tenant is responsible for payment of the repairs.

B. Tenant agrees that no signs shall be placed or painting done on or about the Premises by Tenant without the prior written consent of Landlord.

## 15. ANIMALS.

Tenant shall keep no domestic or other animals in or about the Premises without the prior written consent of Landlord.

## 16. RIGHT OF INSPECTION.

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

## 17. DISPLAY OF SIGNS.

During the last sixty (60) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants.

# 18. HOLDOVER BY TENANT.

Should Tenant remain in possession of the Premises with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law.

# 19. SURRENDER OF PREMISES.

At the expiration of the Lease, Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

## 20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

## 21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the Premises or any of Tenant's personal property in or about the Premises, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Premises by any means without liability to Tenant for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Premises if Tenant removes substantially all of Tenant's furnishings from the Premises, if the Premises is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Premises.

# 22. SECURITY.

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Premises or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

## 23. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

## 24. <u>INSURANCE</u>.

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

## 25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

## 26. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

## 27. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

## 28. NOTICES.

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Tenant:

Canette Rogriguez

On behalf of Endeavor 21+ Foundation

Landlord:

Mary S. Holland

# Understanding between Threefold Educational Foundation and Endeavor 21+

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The Threefold Educational Foundation (Threefold) aligns its work with multiple sister institutions with missions rooted in anthroposophy, which is at the core of the work of the Threefold Educational Foundation. The relationship between Threefold and Endeavor 21+ is one such relationship.

## Whereas:

- The Threefold Educational Foundation and Endeavor 21+ have a deeply interconnected relationship, both sharing a commitment to Anthroposophy through education for adults and children;
- The Otto Specht School, a program under the umbrella of the Threefold Educational Foundation, began working with young adults on the spectrum in a high school program titled 'Transitional Life Skills Program";
- The Transitional Life Skills Program has significantly grown leading to the creation of a new 501(c)(3) organization focused on adult education, Endeavor 21+ serving individuals with special needs;
- Endeavor 21+ provides programming for differently abled young adults who otherwise would not have access to adult education within the Threefold community;
- Participants in the Endeavor 21+ (E21) program work at the Threefold Café and the Pfeiffer Center/Threefold Community Farm, and other enterprises engaging in meaningful vocational training and integrated community activities;
- The integration of students and young adults with special needs benefits the community at large;
- Having a program with the expertise to serve differently abled people is a crucial aspect of Threefold's mission, embodying inclusion, empowerment, and community integration;
- The Threefold Educational Foundation building project for the Otto Specht School includes much needed programming space for Endeavor 21+;
- Currently, Endeavor 21+ shares resources with Threefold such as land and room use, faculty and staff and receives services including administrative support, facility management, and most importantly - is embedded in an active community with a shared mission;
- The work of Threefold per its website is described as:

'The Threefold Educational Foundation and School is at the heart of a community of programs and institutions that teach and promote forward-thinking practices in education, agriculture, the arts, spirituality, and social life'. The Foundation is a home and incubator for programs and institutions, a steward of land and facilities, a provider of services and amenities, and a physical home for kindred institutions;

- Threefold Educational Foundation previously obtained a Special Permit for a School of General Instruction known as the Otto Specht School (Village Board Resolution No. 2020-42) and
- Endeavor 21+ intends to provide programming for differently abled young adults who
  otherwise would not have access to adult education within the Threefold community at
  the Otto Specht School when its construction is complete;
- Endeavor 21+ seeks to provide that same programming for differently abled young adults who otherwise would not have access to adult education within the Threefold community at a temporary location, at 20 Kennedy Parkway, Chestnut Ridge, NY, until such time as the Otto Specht School has been constructed;
- Endeavor 21+ is hereby permitted to and granted leave to seek a temporary special permit from the Village Board of Trustees to operate its programming for differently abled young adults who otherwise would not have access to adult education within the Threefold community, at its proposed temporary location, at 20 Kennedy Parkway, Chestnut Ridge, NY, until such time as the Otto Specht School has been constructed.

It is therefore agreed that:

The work of Endeavor 21+ is in full alignment with the Threefold Educational Foundation and the program meets a burgeoning need for a critical yet underserved population;

Endeavor 21+ will continue to work closely with leadership and faculty of the Otto Specht School in integrating educational experiences for students and young adults with special needs guided by anthroposophical principles with the Threefold community;

Endeavor 21+ will continue to lease space on Threefold property, including space in the planned building project at agreed upon terms renewed on an annual basis.

| Teath Poder  | 8/12/24 |
|--|---------|
| Jeanette Rodriguez, Director of Endeavor 21+           | Date /  |
|  |         |
| J. Lill  | 8/12/29 |
| Eric Silber Executive Director Threefold Ed Foundation | Date    |

To learn more about Endeavor 21+, please follow this link to the Threefold website: <a href="https://threefold.org/our-community/community-directory/">https://threefold.org/our-community/community-directory/</a>



MAYOR Rosario Presti, Jr.

DEPUTY MAYOR Chaim Rose

TRUSTEES Avrohom Fromovitz Grant Valentine Paul Van Alstyne

#### CERTIFICATION

I, Florence A. Mandel, Village Clerk of the Village of Chestnut Ridge, New York hereby certifies to authorize and approve RESOLUTION No. 2020-42 of the Threefold Educational Foundation and School, west side of Hungry Hollow Road (66.16-1-4 & 56) — for a new school of general instruction building (the "Otto Specht School") at Village of Chestnut Ridge Village Board meeting held on July16, 2020.

The Motion was passed by five.

In witness whereof, I have hereunto set my hand and affixed the Corporate Seal of the Village of Chestnut Ridge this 20th day of June, 2024.

Florence A. Mandel

Village Clerk

Village of Chestnut Ridge

(seal)



277 OLD NYACK TURNPIKE, CHESTNUT RIDGE, NY 10977 / 845-425-2805 / FAX 845-352-6277

MAYOR Rosario Presti, Jr.

DEPUTY MAYOR Chaim Rose

TRUSTEES Avrohom Fromovitz Grant Valentine Paul Van Alstyne

**Resolution No. 2020-42**. Resolution approving Special Permit Application of Threefold Educational Foundation and School – west side of Hungry Hollow Road (66.16-1-4 & 56) - for a new school of general instruction building (the "Otto Specht School").

WHEREAS, an application under Zoning Code Articles XVI and XVII has been made to the Board of Trustees of the Village of Chestnut Ridge by Threefold Educational Foundation and School (the "Applicant"), for approval of a new school building (a "School of General Instruction"), on the west side of Hungry Hollow Road (66.16-1-4 & 56) (the "Otto Specht School"), in the RR-50 Zoning District, and

WHEREAS, on October 3, 2019, the Village of Chestnut Ridge Planning Board ("Planning Board") declared itself Lead Agency for SEQRA purposes during the preliminary site development plan review process commenced simultaneously with the Special Permit Application, and on November 7, 2019, the Planning Board determined that the proposed project was a Type I action under SEQRA and issued a Negative Declaration under SEQRA (which determination is made a part hereof and incorporated by reference hereto), and

WHEREAS, on July 16, 2020, after due public notice, the Chestnut Ridge Board of Trustees held a public hearing on the Special Permit Application, and

WHEREAS, referrals of the Special Permit Application pursuant to the provisions of the General Municipal Law (Rockland County Planning Department), and other interested agencies (N.Y.S. DOT) were made, and the public and such agencies have had opportunity to be heard and have submitted comments thereon, all of which have been reviewed and considered by the Board of Trustees,

WHEREAS, based upon the Village Board's consideration of the record before it in the context of determining the conformity of the proposed use and proposed development to the conditions and standards set forth in the Village Zoning Law, the Board finds:

- (A) That the proposed use is not detrimental to the site or adjacent properties. This finding is based upon:
- 1. The SEQRA Negative Declaration made by the Planning Board in connection with the pending Site Development Plan; and
- 2. Based upon the Village Board members' familiarity with the long standing prior use of the premises, to wit, that:
- i. that a New York State chartered school use, and attendant and accessory facilities relating to education, arts, agriculture, science, economics and medicine have been in existence at the site since approximately 1926,
- ii. The structure proposed to be located at the premises appears to be well integrated into the existing overall site payout, and will not substantively modify the current operations as they exist at the site;
- iii. That an additional school building, if part of an approved Site Development Plan, would enhance the existing use at the site and
- (B) That the proposed use and the nature and intensity of the operations involved, when considered in connection of the site layout, provide for safe pedestrian and vehicular access to and from the site. This finding is based upon:
- 1. The Planning Board's initial preliminary Site Development Plan review conducted to date, and the conditions on the grant of the Special Permit included below (which largely relate to appropriate Site Development Plan issues to be reviewed and incorporated into Final Site Plan Approval by the Planning Board).

[In light of the condition set forth below mandating compliance with conditions of the Planning Board's Final Site Plan review of the project, the Village Board finds that the vehicular traffic access to and from the site, as well as emergency access to the site, are acceptable].

- (C) That the location and height of the building proposed by the Applicant, and the attendant improvements to the site, such as fences and landscaping, will not hinder or discourage the development or use of adjacent land or buildings. This finding is based upon:
- 1. The Planning Board's initial preliminary Site Development Plan review conducted to date, and the conditions on the grant of the Special Permit included below (which largely relate to appropriate Site Development Plan issues to be reviewed and incorporated into Final Site Plan Approval by the Planning Board).

[In light of the condition set forth below mandating compliance with conditions of the Planning Board's Final Site Plan review of the project, the Village Board finds that the attendant improvements to the site, such as fences and landscaping, will not hinder or discourage the development or use of adjacent land or buildings].

- 2. Given the location of the proposed building on the site, and the proposed landscaping (as reflected in the Applicant's submission to the Planning Board), the Village Board finds that the proposed improvements associated with the establishment of the use will have little or no effect on the development of adjacent properties.
- (D) That the proposed use will not require additional public facilities or services (such as water, sewer, police and schools), or create a fiscal burden on the Village greater than those associated with uses permitted by right. This finding is based upon:
- 1. The Planning Board's initial preliminary Site Development Plan review conducted to date, and the conditions on the grant of the Special Permit included below (which largely relate to appropriate Site Development Plan issues to be reviewed and incorporated into Final Site Plan Approval by the Planning Board).
- 2. The Village Board's knowledge that the proposed use has been in operation at the site for many years, and the lack of any evidence that there would be a demonstrable increase or burden on public facilities should the Special Permit be granted. Therefore, the Village Board finds that the impact of granting the Special Permit will not be overly burdensome on community services.
- **NOW, THEREFORE, BE IT RESOLVED** that the application of Threefold Educational Foundation and School, for approval of a new school building (a "School of General Instruction"), on the west side of Hungry Hollow Road (66.16-1-4 & 56) (the "Otto Specht School"), in the RR-50 Zoning District, and, **is hereby granted**, subject to the following conditions:
- 1. Obtaining Final Site Plan Approval and compliance with all conditions prescribed by the Planning Board during the Site Plan review process.

As part of the Final Site Development Plan approval, the Planning Board shall consider and address the recommendations in the letter from the Rockland County Planning Department to the Village Board of Trustees dated March 20, 2020. It is a specific condition of the grant of the Special Permit that the issues raised by the County Planning Department ac comments numbered #1 through #22 shall be addressed and complied with (unless a variance is obtained from the Zoning Board regarding item #12 that affects the "land banked" parking reference in that comment).

2. Obtaining and complying with all conditions placed on the grant of the variances by the Zoning Board of Appeals.

**AND BE IT FURTHER RESOLVED** that the Village Clerk is directed to send a copy of this Resolution to the Rockland County Department of Planning.

b. Approving 2020- 42 Special Permit. For the Otto Specht School Special Permit.

MOTION:

Trustee Valentine

SECOND:

Trustee Miller

The Board was polled and voted 5-0 to Approve the Special Permit.

#### Endeavor 21 Special Permit 20 Kennedy Parkway, Section 65.15-1-22

Special Permit Standard pursuant to section 290-64 general conditions. The applicant offers the following information to satisfy section 290-64.

- a) The location of the property is a one family home. It is appropriate for the area and the character of the adjoining neighbors. The use requested will not be detrimental to the site or adjacent properties. As described in our narrative the use is minimal.
- b) The location, size and intents of the operations cannot be considered substantial. As you can see from our narrative there are very few students that appear in two small groups in the morning and several students in the afternoon. All classes are completed by 4:00PM. No classes are held on Saturday or Sunday.
- c) The location and height of the building have been established as it is an existing dwelling. The landscaping will not discourage or hinder development of adjacent land or buildings.
- d) The proposed use will not require any public facilities or services or create any finical burdens upon the village. There are very few students who attend, and no additional public facilities or services are needed other than the existing premises.
- e) The applicant consents to right of entry for inspection by the Chestnut Ridge Building Department at a time to be determined by their inspectors.
- f) The property is located in an RR-50 district. Section F is not applicable.
- g) The applicant understands that the special permit will be in effect for two years from the date of issuance unless thereafter renewed by the applicant.
- h) The applicant understands that the village board may set additional standards and conditions of approval as stated earlier in our narrative all programs are completed by 4:00PM. No programs are performed on Saturdays, Sundays, or holidays.