



March 26, 2012

**TOWN OF ORANGETOWN
2011-2012 PBA COMPULSORY INTEREST ARBITRATION**

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**Town of Orangetown
2011-2012 PBA Compulsory Interest Arbitration**



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Town of Orangetown Ability-to-Pay Response

**Prepared by Orangetown Finance Director
Charles Richardson**

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- 2% Property Tax Cap – pages 30 -33
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The Pfizer Settlement

- Pfizer in 2009 purchased Wyeth, which was the Town's largest employer and taxpayer.
- The Wyeth's Pearl River facility made up 10% of the Town's property tax base and had 2,850 employees in both drug research and manufacturing in 2009.
- Pfizer eventually decided to downsize the Pearl River facility and ship jobs to facilities in Ireland and Puerto Rico.
- To avoid a complete shut-down of the Wyeth's Pearl River facility the Town and School District in 2011 agreed to a **45% property tax reduction for 5 years.**
- Wyeth is in the process of downsizing to 1,000 jobs and is looking to sell or lease vacant space. Demolishing buildings is also an option which would likely result in additional tax losses.

TOWN OF ORANGETOWN, NEW YORK

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

<u>EMPLOYER</u>	<u>2009</u>	
	<u>EMPLOYEES</u>	<u>PERCENTAGE OF TOTAL EMPLOYMENT</u>
Pfizer	2,850	11.35 %
Nyack Hospital	1,500	5.98
Verizon Wireless	1,000	3.98
Rockland Psychiatric Center	900	3.59
Orange and Rockland Utilities	766	3.05
Nice-Pak	815	3.25
Camp Venture	600	2.39
Chromalloy New York	440	1.75
Lamont-Doherty Earth Observatory	480	1.91
Dominican College	445	1.77
	<u>9,796</u>	<u>39.02 %</u>
<u>EMPLOYER</u>	<u>2000</u>	
	<u>EMPLOYEES</u>	<u>PERCENTAGE OF TOTAL EMPLOYMENT</u>
Wyeth	2,800	10.57 %
Nyack Hospital	1,478	5.58
Orange and Rockland Utilities	1,196	4.51
Bell Atlantic NYNEX Mobile	843	3.18
Materials Research Corporation	600	2.26
Lamont-Doherty Earth Observatory	600	2.26
Chromalloy New York	490	1.85
Pavlon, Ltd.	450	1.70
Insurance Services Office	450	1.70
St. Dominics Home	400	1.51
	<u>9,307</u>	<u>35.12 %</u>

Sources: Rockland Economic Development Corporation and the New York State Department of Labor

Note: Based upon estimated Town employment of 25,100 in 2009. Data used for 2000 was based off 1999 information, with estimated Town employment of 26,500. Data for 2000 was not available.

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

<u>EMPLOYER</u>	2011	
	<u>EMPLOYEES</u>	<u>PERCENTAGE OF TOTAL EMPLOYMENT</u>
Pfizer	1,950	7.22 %
Nyack Hospital	1,650	8.11
Rockland Psychiatric Center	1,345	4.98
Nice-Pak	912	3.38
Verizon Wireless	850	3.15
Orange and Rockland Utilities	792	2.93
Camp Venture	625	2.31
Lamont-Doherty Earth Observatory	480	1.78
Dominican College	445	1.65
Chromalloy New York	374	1.39
	<u>9,423</u>	<u>34.90 %</u>

<u>EMPLOYER</u>	2002	
	<u>EMPLOYEES</u>	<u>PERCENTAGE OF TOTAL EMPLOYMENT</u>
Wyeth	2,800	10.77 %
Nyack Hospital	1,500	5.77
Orange and Rockland Utilities	1,196	4.60
Bell Atlantic NYNEX Mobile	843	3.24
Materials Research Corporation	600	2.31
Lamont-Doherty Earth Observatory	600	2.31
Chromalloy New York	500	1.92
Pavion, Ltd.	450	1.73
Insurances Services Office	450	1.73
St. Dominics Home	400	1.54
	<u>9,339</u>	<u>35.92 %</u>

Sources: Rockland Economic Development Corporation

Note: Based upon estimated Town employment of 27,000 in 2011. Data used for 2002 was based off 2004 information, with estimated Town employment of 26,000. Data for 2002 was not available.

PRINCIPAL TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

2010				
Rank	Taxpayer	Type of Business	Net Assessed Valuation	Percent of Taxable Assessed Valuation
1	Wyeth (formerly known as American Cyanamid)	Pharmaceuticals	\$ 385,312,400	9.55 %
2	Palisades Interstate Park	State Lands	67,584,719	1.67
3	Glorious Sun Robert f/k/a Blue Hill Plaza, Inc.	Office Complex	51,336,000	1.27
4	Orange & Rockland Utilities, Inc.	Public Utility	49,198,460	1.22
5	Verizon - Celco	Public Utility	35,556,706	0.88
6	International Business Machine	Commercial	34,000,000	0.84
7	Spring Valley Water Co.	Public Utility	36,869,489	0.91
8	Pontiac Holdings / Bradley Ind. Park	Industrial	24,915,113	0.62
9	New Car Company Acquisitions	Vehicle Manufacturer	9,760,700	0.24
10	Ciarins USA Inc.	Perfume	8,660,000	0.21
	Total		<u>\$ 703,193,587</u>	<u>17.41 %</u>

2001				
Rank	Taxpayer	Type of Business	Net Assessed Valuation	Percent of Taxable Assessed Valuation
1	American Home Products f/k/a American Cyanamid	Industrial	\$ 386,978,500	9.72 %
2	Glorious Sun Robert f/k/a Blue Hill Plaza, Inc.	Office Complex	87,500,000	2.20
3	Palisades Interstate Park	State Lands	84,710,721	2.13
4	Orange & Rockland Utilities, Inc.	Public Utility	53,898,285	1.35
5	International Business Machines	Commercial	51,000,000	1.28
6	NYNEX (Celco Partnership)	Public Utility	39,106,113	0.98
7	Spring Valley Water Co.	Public Utility	21,548,966	0.54
8	Manhattan Woods f/k/a Lee Partners, LP	Commercial	18,892,800	0.47
9	Bradley Industrial Park	Industrial	14,939,163	0.38
10	Orangeburg Salisbury Corp f/k/a World Wide Holdings	Holding Corp.	9,294,400	0.23
	Total		<u>\$ 767,868,948</u>	<u>19.28 %</u>

Source: Town Assessor's Office

SUPREME COURT OF NEW YORK
COUNTY OF ROCKLAND

In the Matter of

WYETH HOLDINGS CORPORATION,

Petitioner,

For a Review Under Article 7 of the
Real Property Tax Law of Tax Assessment

ASSESSOR OF THE TOWN OF ORANGETOWN
THE BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF ORANGETOWN, AND THE TOWN OF
ORANGETOWN, COUNTY OF ROCKLAND,
STATE OF NEW YORK,

Respondents.

ORDER &
JUDGMENT

Index Nos.

005809/2006

030476/2011

Upon stipulation of the attorneys for the Petitioner and the Respondent TOWN OF ORANGETOWN, and the COUNTY OF ROCKLAND, and due deliberation having been had thereon, it is

ORDERED, ADJUDGED AND DECREED, that the assessment entered upon the 2011 and 2006 assessment rolls of the Town of Orangetown upon the property of Petitioner identified on the Land and Tax Map as Section 68.08, Block 1, Lot 1, be reduced as follows:

2011

For Town and County Purposes:

Original Full Assessment 2011	Reduction	New Full and Taxable Assessment
\$365,000,000	\$0	\$365,000,000

2006

For Town and County Purposes:

Original Taxable Assessment 2006	Reduction	New Taxable Assessment
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\$380,240,471

\$189,340,471

\$190,900,000

There shall be no change to the level of assessment of any other tax parcel owned by Petitioner and identified in the Petitions resolved by this Order on either the assessment roll for 2006 or 2011, specifically: Tax Map No. 68.07-3-16 (401 North Middletown Road); Tax Map No. 68.07-3-17 (401 North Middletown Road); Tax Map No. 68.12-1-2 (401 North Middletown Road); Tax Map No. 68.07-2-39 (29 West Crooked Hill Road); Tax Map No. 68.12-1-314 (403 North Middletown Road); Tax Map No. 63.20-1-3 (131 East Crooked Hill Road); Tax Map No. 68.08-1-3 (405 North Middletown Road); Tax Map No. 63.20-1-2 (131 East Crooked Hill Road); and Tax Map No. 68.08-1-2 (131 East Crooked Hill Road); and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of said assessment rolls and any tax rolls upon which the subject assessments and any taxes levied have been entered, shall correct the said entries in conformity with the order and shall note upon the margin of said roll, opposite the said entries, that the same have been corrected by the authorization of said order, the assessment roll for the 2011 year shall be adjusted immediately and no refunds shall issue; and it is further

ORDERED, ADJUDGED AND DECREED, that the County Legislators of the County of Rockland, State of New York, be and are hereby directed and authorized to audit, allow and pay to McCarter, English, LLC as attorney for petitioner the amounts, if any, of any and all state and county taxes or charges and any and all special district taxes or charges (excluding solid waste disposal and sewer operation and maintenance use charges) levied as taxes against the said assessment for the 2006 tax year in excess of what the taxes would have been if the said assessment had been determined by this Order, said amount of refund being exactly \$546,531.27, without interest, provided that if payment is not made within ninety (90) days from the date of service of a certified copy of Court Order with Notice of Entry, then interest shall accrue at the statutory rate from the ninety-first (91st) day going forward until paid in full; and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to McCarter, English, LLC, as attorneys for Petitioner, by the Town of

Orangetown, New York, for the 2006 tax year by voucher and certified copy of the order to the Rockland County Director of Finance, the amounts, if any, of any and all Town taxes or charges and any and all special district taxes or charges levied against the subject assessment (excluding solid waste disposal and sewer operation and maintenance use charges) and paid by the Petitioner and/or its representatives in excess of what the taxes would have been if the assessment had been determined by this Order, said amount of refund being exactly \$2,099,484.10, without interest, provided that if payment is not made within ninety (90) days from the date of service of a certified copy of Court Order with Notice of Entry, then interest shall accrue at the statutory rate from the ninety-first (91st) day going forward until paid in full; and it is further

ORDERED, ADJUDGED AND DECREED, that the Petitioner hereby waives any and all right to any refund due and owing for County and Town tax purposes in excess of the amounts above for the 2006 and 2011 assessment years; and it is further

ORDERED, ADJUDGED AND DECREED, that upon receipt by the Petitioner of all applicable refunds noted herein, the proceedings for 2006 and 2011 shall be discontinued, with prejudice, and without costs or allowances to any party; and it is further

ORDERED, ADJUDGED AND DECREED that the provisions of Real Property Law § 727 setting the assessments for future years shall not apply; and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be no costs or disbursements.

Dated: New City, New York
September __ 2011

ENTER:

HON. MARGARET GARVEY, J.S.C.

SUPREME COURT OF NEW YORK
COUNTY OF ROCKLAND

In the Matter of

WYETH HOLDINGS CORPORATION,

STIPULATION

Petitioner,

For a Review Under Article 7 of the
Real Property Tax Law of Tax Assessment

Index Nos.

005809/2006

030476/2011

ASSESSOR OF THE TOWN OF ORANGETOWN
THE BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF ORANGETOWN, AND THE TOWN OF
ORANGETOWN, COUNTY OF ROCKLAND,
STATE OF NEW YORK,

Respondents.

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for
Petitioner WYETH HOLDINGS CORPORATION ("WYETH") and Respondent THE
TOWN OF ORANGETOWN (the "TOWN") and THE COUNTY OF ROCKLAND (the
"COUNTY") that a proposed Order and Judgment, a copy of which is annexed hereto,
shall be made and entered settling certain proceedings brought by the Petitioner to review
the tax assessments fixed and imposed by the Town of Orangetown for the assessment
rolls 2006 and 2011, and providing that the assessed valuations of Petitioner's property
upon the assessment roll of the Town of Orangetown be settled; and it is further

STIPULATED AND AGREED, that the assessment entered upon the 2011 and
2006 assessment rolls of the Town of Orangetown upon the property of Petitioner
identified on the Land and Tax Map as Section 68.08, Block 1, Lot 1, be reduced as
follows:

2011

For Town and County Purposes:

Original Full Assessment 2011	Reduction	New Full and Taxable Assessment
\$365,000,000	\$0	\$365,000,000

2006

For Town and County Purposes:

Original Taxable Assessment 2006	Reduction	New Taxable Assessment
\$380,240,471	\$189,340,471	\$190,900,000

There shall be no change to the level of assessment of any other tax parcel owned by Petitioner and identified in the Petitions resolved by this Order on either the assessment roll for 2006 or 2011, specifically: Tax Map No. 68.07-3-16 (401 North Middletown Road); Tax Map No. 68.07-3-17 (401 North Middletown Road); Tax Map No. 68.12-1-2 (401 North Middletown Road); Tax Map No. 68.07-2-39 (29 West Crooked Hill Road); Tax Map No. 68.12-1-314 (403 North Middletown Road); Tax Map No. 63.20-1-3 (131 East Crooked Hill Road); Tax Map No. 68.08-1-3 (405 North Middletown Road); Tax Map No. 63.20-1-2 (131 East Crooked Hill Road); and Tax Map No. 68.08-1-2 (131 East Crooked Hill Road); and it is further

STIPULATED AND AGREED that the Order and Judgment provide, pursuant to the Real Property Tax Law of the State of New York, that the officer or officers having custody of the assessment rolls upon which the above mentioned assessment and any taxes levied thereon are entered shall correct said entries in conformity with this Order and Judgment and shall note upon the margin of said entered roll, opposite said entries, that the same have been corrected by the authorization of the Order and Judgment; and it is further

STIPULATED AND AGREED that the Order and Judgment further provide that the County of Rockland and the Town of Orangetown shall audit and allow the claim of Petitioner for the overpayment of State, County and Town Taxes and taxes relating to any special taxing district for which the Town and/or County collects such taxes, (excluding solid waste disposal and sewer operation and maintenance use charges) as appropriate, against the original assessment in excess of what the taxes would have been if said assessment made in the aforesaid years had been made upon the reduced valuations, together with the proportionate share of any interest paid of said excess taxes; and it is further

STIPULATED AND AGREED that the Order and Judgment provide that all said refunds to be made by the County and Town be made to McCarter, English, LLC as attorney for Petitioner;

STIPULATED AND AGREED that the Order and Judgment further provide that refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law section 726(2), however, interest is waived if refunds are paid within ninety (90) days after a copy of the Order with Notice of Entry is served, failing which interest shall begin to accrue at the statutory rate commencing on the ninety-first (91st) day; and it is further

STIPULATED that an Order shall be submitted to the Court in the form annexed.

Dated: September __, 2011

~~Frank Ferruggia, Attorney for
WYETH HOLDINGS CORP.~~
OFFICE OF THE TOWN ATTORNEY
By: *Dennis D. Michaels*, 09/20/2011
Dennis D. Michaels, Deputy Town Attorney
John S. Edwards, Attorney for
TOWN OF ORANGETOWN

Antonio Reda, Chief Assistant County
Attorney, Attorney for the COUNTY OF
ROCKLAND

TOWN OF ORANGETOWN
2012 JAN 20 AM 10 10
TOWN CLERKS OFFICE

AGREEMENT

AGREEMENT made this 4th day of January, 2012 by and between and among THE TOWN OF ORANGETOWN, a municipal corporation with offices at 26 Orangeburg Road, Orangeburg, New York 10926 (the "TOWN"), THE NANTUX UNION FREE SCHOOL DISTRICT, with offices located at 101 Church Street, Nantux, New York 10954 (the "Nantux School District" or the "District") and WYETH HOLDINGS CORPORATION, with offices located at 401 North Middletown Rd., Road River, New York ("Wyeth").

WHEREAS, tax review proceedings were commenced under Article 7 of the Real Property Tax Law by Wyeth Holdings Corporation (hereinafter "Wyeth") against the Town of Orangetown, County of Rockland, and Nantux Union Free School District as the intervenor to review the assessments, *inter alia*, on tax (16) parcels owned by Wyeth in the Towns of Orangetown and Clarkstown for assessment years 2006 through 2011, inclusive; And

WHEREAS, the tax (16) parcels are located at 401 North Middletown Road (Tax Map No. 68.07-2-16), 401 North Middletown Road (Tax Map No. 68.07-3-17), 401 North Middletown Road (Tax Map No. 68.08-1-1), 401 North Middletown Road (Tax Map No. 68.12-1-2), 401 North Middletown Road (Tax Map No. 68.07-2-29), 29 West Crooked Hill Road (Tax Map No. 68.12-1-314), 403 North Middletown Road (Tax Map No. 68.20-1-3), 131 East Crooked Hill Road (Tax Map No. 68.08-1-5), 405 North Middletown Road (Tax Map No. 68.20-1-2), 131 East Crooked Hill Road (Tax Map No. 68.08-1-2); and

WHEREAS, the parties are desirous of settling all pending proceedings to review the assessment upon the Property, which proceedings have Rockland County Index Nos.

§809-2006, 7949-2009, 8715-2010, and 030476-2011¹ on the basis hereinafter set forth in this Agreement; and

WHEREAS, Wyeth, represented by McCarter and English, LLP, Frank E. Forcuglia, Esq., Of Counsel, and the Town of Orange town, represented by John Edwards, Esq., and the Nantux Union Free School District represented by Kuntz, Spagnuolo, Murphy & Cronbach, P.C., Mario Spagnuolo, Esq., Of Counsel, are authorized to resolve the said proceedings, wholly and/or reducing the assessments at issue in the above-captioned tax certiorari proceedings in the manner set forth herein,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, that for the 2011 assessment roll the assessment of the portion of the property located at 401 North Middletown Road, Tax Map No. 88-08-1-1 (the "Property") shall be corrected and/or reduced to a total taxable assessed value, such that the total of all *ad valorem* taxes paid by Wyeth on said parcel to the school district in 2011-12 and to the County and Town in 2012 shall be 55% of the *ad valorem* property taxes actually paid by Wyeth based upon the 2010 assessment year roll. This aforesaid adjustment may be made by the Assessor or by stipulation by the parties prior to school taxes being levied in September 2011, or accomplished through a reduction of the 2006 assessment; or through a combination of refund for assessment year 2006 and reduction of the 2011 assessment roll that yields the same result.

For school tax purposes, any refund paid to Wyeth through a stipulated reduction in the 2006 assessment roll shall be deducted from taxes paid for 2011 so that Wyeth pays no more than 55% of the school property taxes it paid in 2010. Any refund made by the Town shall be made in the conventional manner, i.e., by the County of Rockland for the Town and reimbursed to the County by the Town through an increase in the County Tax rate the following year. Any refund due from the County shall be paid by the

¹ Proceedings filed by Wyeth relating to assessment years 2007 and 2008, under Index Nos. 0657-2007 and 8781-2008, respectively, were ordered dismissed by the Appellate Division, Second Department, in a Decision dated May 17, 2011. See, *In the Matter of Wyeth Holdings Corporation v. Assessor of the Town of Orange town, et al.*, A.D.2d , 2011 Slip Op. 04202, WL 1802193 (2nd Dept 2011). These years are not the subject of this Agreement, except as otherwise expressly provided herein.

County. It is expressly understood and agreed that for assessment year 2011 Wyeth shall not be required to pay ad valorem property taxes on Tax Parcel 68.08-1-1 (whether through a reduction in assessment for assessment years 2006 and/or 2011, or the reduction in assessment and payment of refunds for assessment year 2006, or a combination of refunds for 2006 and reduction in assessment for assessment year 2011) more than 55% of the total of all ad valorem property taxes paid by it in 2010 on Tax Parcel 68.08-1-1. Pending proceedings relating to other Wyeth Tax Parcels for the referenced years shall be dismissed without refund or reduction in assessment.

The stipulation(s) for the 2006 and 2011 assessment years shall be submitted to the Court simultaneously and payment for the refund will be due within 120 days of Court approval on the date that taxes are due, whichever is later, provided, however, that such time shall be extended an additional 30 days in the case of the Town and County, if necessary, where refund payments are made by the County.

It is possible that the Town (and County) the School District may have different levels of assessment in a stipulation and/or that there may be separate stipulations and orders executed between Wyeth and the Town, County and District. It is anticipated that all such stipulations will be submitted to the Court before August 5, 2011. For example, if the assessment for 2011 is not reduced sufficiently (either through the assessment roll or subsequent stipulation of the parties), the 2006 assessment on Tax Parcel 68.08-1-1 will be reduced by stipulation in an amount so that the payment of 2011 taxes, minus any refunds due from an assessment reduction of the 2006 roll, will not exceed 55% of the ad valorem property taxes paid by Wyeth based on the 2010 assessment roll on said Parcel, and it is further

STIPULATED AND AGREED that for the tax assessment roll of 2011, Wyeth will file an appeal at the local level and, if necessary, will file an Article 7 Petition in the NY's Supreme Court, Rockland County, and it is further

STIPULATED AND AGREED, that the proceedings commenced under Rockland County Index No. 5809-2005 and the proceedings commenced for the 2011 tax year shall be discontinued and a stipulation(s) of Discontinuance shall be delivered to Rutz,

Spagnuolo, Murphy and Cronbach, P.C., Mario Spagnuolo, Esq., Of Counsel, and to the Town Attorney, Town of Orangetown, provided that all terms and conditions of this agreement with respect to correcting and reducing said assessment on the portion of the Property located at 401 North Middletown Road (Tax Map No. 68.08-1-1) for the tax assessment roll of 2011 are complied with.

IT IS STIPULATED AND AGREED that for the 2012 assessment roll the assessment of the portion of the property located at 401 North Middletown Road, Tax Map No. 68.08-1-1 (the "Property") shall be corrected and/or reduced to a total taxable assessed value, such that the total of all *ad valorem* taxes paid by Wyeth on said parcel to the school district in 2012-13 and to the County and Town in 2012 shall be 55% of the *ad valorem* property taxes actually paid by Wyeth based upon the 2010 assessment year roll. This aforesaid adjustment may be made by the Assessor or by stipulation by the parties prior to school taxes being levied in September 2012, or accomplished through a reduction of the 2009 assessment, or through a combination of refund for assessment year 2009 and reduction of the 2012 assessment rate that yields the same result.

For school tax purposes, any refund paid to Wyeth through a stipulated reduction in the 2009 taxes shall be deducted from taxes paid for 2012 so that Wyeth pays no more in 2012 than 55% of the school property taxes it paid in 2010. Any refund made by the Town shall be made in the conventional manner, i.e., by the County of Rockland for the Town and reimbursed to the County by the Town through an increase in the County Tax rate the following year. Any refund due from the County shall be paid by the County it being expressly understood and agreed that for assessment year 2012 Wyeth shall not be required to pay on Tax Parcel 68.08-1-1 (whether through a reduction in assessment for assessment years 2009 and/or 2012, or the reduction in assessment and payment of refunds for assessment year 2009, or a combination of refunds for 2009 and reduction in assessment for assessment year 2012) more than 55% of the total of all *ad valorem* property taxes paid by it in 2010 on Tax Parcel 68.08-1-1. Pending proceedings relating to other Wyeth Tax Parcels for the referenced years shall be dismissed without refund or reduction in assessment.

It is possible that the Town and the School District may have different levels of assessment in a stipulation. It is anticipated that all stipulations will be submitted to the Court before August 3, 2012; and it is further

STIPULATED AND AGREED that for the tax assessment roll of 2012, Wyeth will file an appeal at the local level and, if necessary, will file an Article 7 Petition with the NYS Supreme Court, Rockland County; and it is further

STIPULATED AND AGREED, that the proceedings commenced under Rockland County Index No. 7949-2009 and the proceeding commenced for the 2012 tax year shall be discontinued and a Stipulation(s) of Discontinuance shall be delivered to Kuntz, Spagnuolo, Murphy and Grunbach, P.C., Mario Spagnuolo, Esq., Of Counsel, and to the Town Attorney, Town of Orangetown, provided that all terms and conditions of this Agreement with respect to correcting and reducing said assessment on the portion of the Property located at 401 North Middletown Road (Tax Map No. 68.08-1-1) for the tax assessment roll of 2012 are complied with.

IT IS STIPULATED AND AGREED that for the 2013 assessment roll the assessment of the portion of the property located at 401 North Middletown Road, Tax Map No. 68.08-1-1 (the "Property") shall be corrected and/or reduced to a total taxable assessed value, such that the total of all *ad valorem* taxes paid by Wyeth on said parcel to the school district in 2013-14 and to the County and Town in 2014 shall be 55% of the *ad valorem* property taxes actually paid by Wyeth based upon the 2010 assessment year roll. This aforesaid adjustment may be made by the Assessor or by stipulation by the parties prior to school taxes being levied in September 2013, or accomplished through a reduction of the 2010 assessment, or through a combination of refund for assessment year 2010 and reduction of the 2013 assessment rate that yields the same result.

For school tax purposes, any refund paid to Wyeth through a stipulated reduction in the 2010 taxes shall be deducted from taxes paid for 2013 so that Wyeth pays no more in 2013 than 55% of the school property taxes it paid in 2010 (before reduction). Any refund made by the Town shall be made in the conventional manner, i.e., by the County of Rockland for the Town and reimbursed to the County by the Town through an increase

in the County Tax rate the following year. Any refund due from the County shall be paid by the County, it being expressly understood and agreed that for assessment year 2013 Wyeth shall not be required to pay on Tax Parcel 68.08-1-1 (whether through a reduction in assessment for assessment years 2010 and/or 2013, or the reduction in assessment and payment of refunds for assessment year 2010, or a combination of refunds for 2010 and reduction in assessment for assessment year 2013) more than 55% of the total of all *ad valorem* property taxes paid by it in 2010 (before reduction) on Tax Parcel 68.08-1-1. Pending proceedings relating to other Wyeth Tax Parcels for the referenced years shall be dismissed without refund or reduction in assessment.

It is possible that the Town and the School District may have different levels of assessment in a stipulation. It is anticipated that all stipulations will be submitted to the Court before August 5, 2013; and it is further

STIPULATED AND AGREED that for the tax assessment roll of 2013, Wyeth will file an appeal at the local level and, if necessary, will file an Article 7 Petition with the NY's Supreme Court, Rockland County; and it is further

STIPULATED AND AGREED, that the proceedings commenced under Rockland County Index No. 8715-2010 and the proceeding commenced for the 2013 tax year shall be discontinued and a Stipulation of Discontinuance shall be delivered to Khatie, Spagnuolo & Murphy, P.C., Mario Spagnuolo, Esq., Of Counsel, and to the Town Attorney, Town of Orangetown, provided that all terms and conditions of this Agreement with respect to creating and reducing said assessments on the portion of the Property located at 401 North Middletown Road (Tax Map No. 68.08-1-1) for the tax assessment roll of 2013 are complied with.

STIPULATED AND AGREED that for the assessment roll of 2014 the assessment of the portion of the Property located at 401 North Middletown Road (Tax Map No. 68.08-1-1), shall be reduced to a total taxable assessed value representing a 45% reduction in *ad valorem* property taxes that were based upon the 2010 assessment year roll. This adjustment may be made by the Assessor or by stipulation by the parties prior to school taxes being levied in September or accomplished through a combination of

refund and reduction that yields the same result. For purposes of this mechanism, any refund paid to Wyeth through a stipulated reduction in the 2014 taxes shall be deducted from taxes paid for 2014 so that Wyeth pays no more than 53% of the property taxes it paid in 2010;² and it is further

STIPULATED AND AGREED that for the tax assessment roll of 2014, Petitioner will file an appeal at the local level and, if necessary will file an Article 7 Petition with the NYS Supreme Court, Rockland County; and it is further:

STIPULATED AND AGREED that for the assessment roll of 2015 the assessment of the portion of the Property located at 401 North Middletown Road (Tax Map No. 68,08-1-1) shall be reduced to a total taxable assessed value representing a 45% reduction in *ad valorem* property taxes that were based upon the 2010 assessment year roll. This adjustment may be made by the Assessor or by stipulation by the parties prior to school taxes being levied in September or accomplished through a combination of refund and reduction that yields the same result. For purposes of this mechanism, any refund paid to Wyeth through a stipulated reduction in the 2015 taxes shall be deducted from taxes paid for 2015 so that Wyeth pays no more than 53% of the property taxes it paid in 2010;³ and it is further

STIPULATED AND AGREED that Wyeth, the Town of Orangeburg, and the Nanuet Union Free School District will execute formal stipulations incorporating the

² In the event that proceedings for assessment year 2007 shall be reinstated by Court Order, then, and in that event, the reduction or refund, or the combination of reduction or refund to yield a 45% reduction in taxes paid for assessment year 2014, shall further resolve assessment year 2007 without any further payment or reduction by the Town, County and/or District. Stipulations of Discontinuance for assessment year 2007, if reinstated, shall be delivered and filed in the same manner, and subject to the same conditions, as relate to the dispositions of assessment years 2006, 2009 and 2010.

³ In the event that proceedings for assessment year 2008 shall be reinstated by Court Order, then, and in that event, the reduction or refund, or the combination of reduction or refund to yield a 45% reduction in taxes paid for assessment year 2015 shall further resolve assessment year 2008 without any further payment or reduction by the Town and/or District. Stipulations of Discontinuance for assessment year 2008, if reinstated, shall be delivered and filed in the same manner, and subject to the same conditions as relate to the dispositions of assessment years 2006, 2009 and 2010.

aforementioned taxable assessed values for the 2011 through 2013 (and 2014 and 2015, as and if necessary) tax rolls in each respective tax year; and it is further

STIPULATED AND AGREED, if any court of law rules that this agreement is null and void, or otherwise unenforceable, Wyeth shall be entitled to restore and file its tax appeals for tax years 2008 through 2010 and prosecute all such appeals to the full extent allowed by law, except for those years which have been discontinued pursuant to the paragraphs above or below, provided, however, notwithstanding the aforesaid, it is expressly understood and agreed that no party to this Agreement shall commence any proceeding seeking, directly or indirectly, to void its provisions; and it is further

STIPULATED AND AGREED, that in the event of a revaluation the parties agree that this agreement will remain in effect; and it is further

STIPULATED AND AGREED, that in the event that Wyeth (or any subsequent owner) creates improvements on any of the parcels comprising the Property now consisting of vacant land, or demolishes existing improvements leaving formerly improved property in a vacant or near-vacant condition, such new improvement(s) will be limited to a non-residential use, or to a residential use that restricts occupancy to persons over 55 years of age in accordance with the Town's Planned Adult Community zoning district, if so approved. Wyeth agrees that it shall execute a Restrictive Covenant, in a recordable form and approved by the Town Attorney, expressly embodying the restrictions set forth herein. The provisions of this paragraph, and the restrictive covenant that embodies them, shall remain in effect, unless otherwise released by the Town, for a minimum period of 20 years from the date of this Agreement; and it is

FURTHER STIPULATED AND AGREED, that:

1. All stipulations of discontinuance referred to herein shall be delivered to Knatz, Spagnuolo, Murphy and Grubbach, P.C., Mario Spagnuolo, Esq., Of Counsel ("Agent") and to the Town Attorney, Town of Orangetown, (the "Town Agent") pursuant to the following terms and conditions:

a) Upon determining that a taxable assessed value of the property on the 2011, 2012, 2013, 2014 and 2015 assessment rolls of the Town of Orangetown have been reduced to the amounts set forth herein for parcel 68.08-1-1, or that refunds or a combination of assessment reductions and refunds have been made and/or paid as provided herein, the Agent and Town Agent, as the case may be, in each such year in which the assessment has been so adjusted, shall file with the County Clerk, Rockland County, stipulations of discontinuance for the said assessment years as detailed in this Agreement, reasonably promptly after tax bills have been sent to the Petitioner for each given year. (As set forth herein, these may be separate stipulations and orders executed between Wyeth and the Town and District. The failure or inability of either the Town or the District to satisfy the provisions of this Agreement for an individual assessment year shall not affect the decision of the other party separately to do so.)

2. The proceedings currently pending before the NYS Supreme Court, Rockland County, to review assessments of the Petitioner for the 2006, 2009 and 2010 assessment years shall not be deemed abandoned under any statute or rule of law, including but not limited to, Real Property Tax Law Section 718 and CPLR Rule 3494 or any successor thereof. Once a discontinuance has been filed for a given year or years, the proceeding cannot be restored or refilled.

3. In the event that subsequent to the date of this Agreement, Wyeth, or any of its successors or assigns, makes any additions, alterations, or improvements, other than ordinary maintenance and repair, on the Property, the Town Assessor of the Town of Orangetown shall not be prohibited from changing the taxable assessed value to reflect any change in value as a result of such addition, alteration or improvement. In the event of a change in the assessed value based on any addition, alteration or improvement, Wyeth shall then have the full right to file an action under Section 7 of the RPPL. However, the scope of such action shall be limited to the claimed additional value to the Property resulting from these improvements. Stated otherwise, any challenge to an increase in assessment based on an addition, alteration or improvement shall not seek a reduction in assessment to an amount below that stipulated herein for the assessment year in issue, or seek to minimize the added value of the addition, alteration or improvement.

by a appraisal that starts with a lesser value of the Property so improved than that stipulated for the year in question.

4. In the event an improvement on the Property is hereafter demolished or removed, the Town Assessor shall not be prohibited from reducing the assessment and Wyeth shall not be barred from challenging or commencing proceedings challenging the failure to decrease the assessment, or the extent of any reduction should Wyeth believe such demolition to justify a reduction to a level not recognized by the Assessor. The challenge shall be limited to the value of the demolition or removal.

5. The parties respectively acknowledge that this settlement agreement is duly authorized and constitutes the entire agreement among the parties. Wyeth expressly represents that it has the authority to approve and execute this Agreement with respect to all of the assessment years in question, and, further, that, in the event of a sale, transfer, or other conveyance by Wyeth of its ownership, or other, interest in any of the ten (10) parcels (or portions of the parcels) covered by this Agreement, this Agreement shall be binding on any such subsequent interested party.

6. The parties acknowledge that the calculations in the stipulations and orders implementing this agreement are complicated and agree that if errors are made in the stipulations and orders implementing this agreement so that Wyeth receives a greater or lesser benefit than intended under this agreement, the parties will adjust the next stipulation and order to rectify the mistake.

7. This Agreement may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

8. It is expressly understood and agreed that throughout the period of this Agreement, the Assessor shall have the independent authority to determine the assessed value of the Property. Such assessments, when made, will not be subject to the provisions of Section 727 of the Real Property Tax Law.

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

On the 10th day of January in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared Dr. Mark McNeill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie J. Spagnuolo
Notary Public

MARIE L. SPAGNUOLO
Notary Public, State of New York
No. 08310184914
Qualified in Westchester County
Commission Expires 06-30-15

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

On the 19th day of January in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared Andrew J. Skurt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Donna A. Morrison

DONNA A. MORRISON
Notary Public, State of New York
No. 01MO8081099
Qualified in Rockland County
Commission Expires June 30, 2015

TOWN OF ORANGETOWN: TOWN & COUNTY 2011 TAXES

FISCAL YEAR: 01/31/2011 to 12/31/2011	WARRANT DATE: 12/31/2010	STATE AID - COUNTY: \$0.00	TOWN: \$2,229,868.00
MAKE CHECK PAYABLE TO:	BANK	BILL NUMBER	PAGE
		004674	1 OF 1



TO PAY IN PERSON:
 Town Hall Building
 Monday - Friday
 9:00 AM - 4:00 PM

PROPERTY INFORMATION:
TAX MAP #:392489 68.08-1-1
 DIMENSION: 202.80 acres
 RS: 1 CLASS: Manufacture
 ADDRESS: 401 N Middletown Rd
 SCHOOL: Nanuet Union Free
 FULL MARKET VALUE: 784734831.00
 UNIFORM % OF VALUE: 48.95
 ASSESSMENT: 384127700

PROPERTY OWNER:

 American Cyanamid Co
 Indirect Tax Group Pfizer Inc
 150 E 42nd St Fl 5
 New York, NY 10017

Exemption	Value	Full Value	Tax Purpose
BUS IMP CT	569730.00	1163902.000	C/T/S
BUS IMP CT	3185945.00	6508570.000	C/T/S
BUS IMP CT	297420.00	607600.000	C/T/S
BUS IMP TC	379767.00	775826.000	C/T

RECEIPT

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
NON-HOMESTEAD PARCEL		0.0	0.00000000	0.00	0.00
STATE AND COUNTY	61700000	1.9	3.31030000	379694838.00	1256903.82
TOWNWIDE SERVICES	8160868	3.1	2.21420000	379694838.00	840720.31
TOWN & NYACK POLICE	21058317	-0.9	6.16560000	379694838.00	2341046.49
TOWN BLDG. SERVICES	2253526	-4.3	0.73790000	379694838.00	280176.82
TOWN OUTSIDE HIGHWAY	5044960	4.6	1.65200000	379694838.00	627255.87
PEARL RIVER FIRE	1579780	11.6	1.01320000	384127700.00	389198.19
PARAMEDIC	1006332	2.2	0.27700000	379694838.00	105175.47
SEWER OPER & MAINT		0.0	199.17000000	3850 Units	766804.50
SEWER DEBT SERVICE	3173012	-2.5	0.68320000	379694838.00	259407.51
R C SOLID WASTE	2190931	19.4	0.00000000	0.00	210800.60
R C SOLID WASTE		0.0	0.00000000	0.00	56595.00
R C TRANSFER STATION		0.0	12.30000000	1.00 Units	12.30
PEARL RIVER HYDRANT	320977	13.2	0.21130000	379694838.00	80229.52
TOTAL TAXES DUE BY TAXPAYER TO DATE:					\$7214326.40

PAYMENTS RECEIVED

Receipt#: 4152 Date Paid: 01/25/2011 Full Payment - Multi-Payment
 Tax: 7214326.40 Penalty: 0.00 Surcharge: 0.00 Notice Fee: 0.00 Ret. Check Fee: 0.00
 Cash: 0.00 Check: 7214326.40 Check #:
 Received from Pfizer - Via Mail: \$7214326.40

TOTAL TAXES PAID TO DATE: 7214326.40	PAID IN FULL
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Pfizer's Property Taxes

Tax Line	2011 Taxes	Less 45%	Frozen 2012 - 16
Townwide	\$ 840,720	\$ (378,324)	\$ 462,396
Police	\$ 2,341,046	\$ (1,053,471)	\$ 1,287,576
Building	\$ 280,177	\$ (126,080)	\$ 154,097
TOV Highway	\$ 627,256	\$ (282,265)	\$ 344,991
Sewer Debt Se	\$ 259,408	\$ (116,733)	\$ 142,674
Paramedic	\$ 105,175	\$ (47,329)	\$ 57,847
PR Hydrant	\$ 80,230	\$ (36,103)	\$ 44,126
PR Fire	\$ 389,198	\$ (175,139)	\$ 214,059
Town Taxes	\$ 4,923,210	\$ (2,215,444)	\$ 2,707,765
County	\$ 1,256,904	\$ (565,607)	\$ 691,297

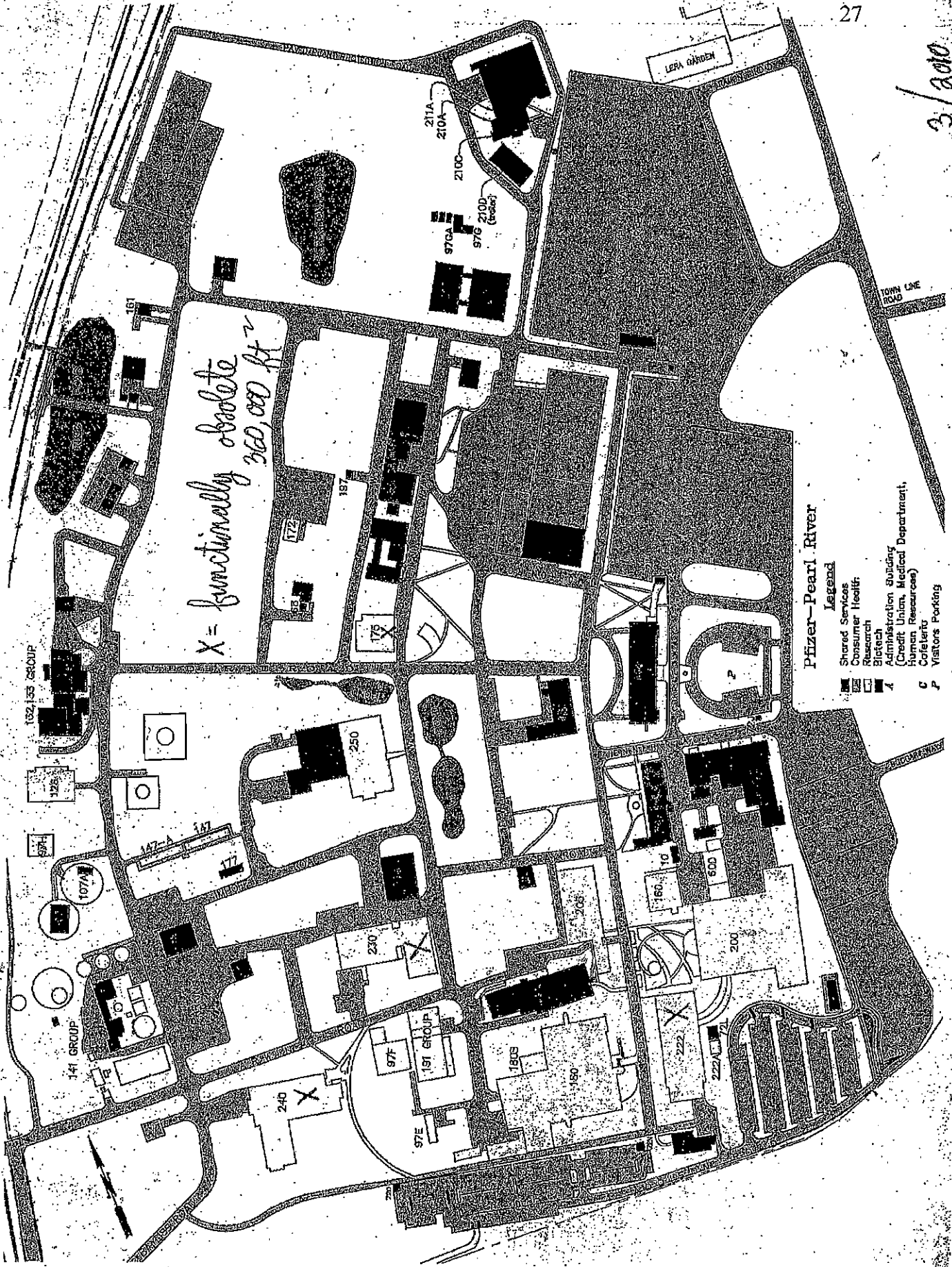
STATE OF CALIFORNIA
DEPARTMENT OF REVENUE

REG-100 (1-1-81)

2012

LINE NO.	QUANTITY	UNIT PRICE	TOTAL PRICE
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3/2010



X = functionally obsolete 360,000 ft²

Pfizer-Pearl River

Legend

- Shared Services
- Consumer Health
- Research
- Biotech
- Administration Building (Credit Union, Medical Department, Human Resources)
- C Cafeteria
- P Visitors Parking



Pfizer seeks sale or tenants for Pearl River site, will lay off 71 more workers

PEARL RIVER — Pfizer is laying off 71 people as local officials ponder the future of the drugmaker's Pearl River plant.

The 47 union and 24 nonunion employees are to be laid off through June 29, according to a notice filed with the state Department of Labor on Monday.

Pfizer cited company restructuring as the reason for the layoff.

The job cuts are the latest in a series of layoffs at the North Middletown Road facility since May 2010, when the pharmaceutical giant announced it would close all but one of its local divisions by 2014, cutting 1,250 employees.

Meanwhile, the company has hired Cushman and Wakefield, a major real-estate and marketing firm in New York, to lease or sell sections of the sprawling 550-acre property with about 2.5 million square feet of industrial space.

The firm began advertising the property in November.

Grace Ann Arnold, a spokeswoman for

Pfizer, said the company is evaluating its options. They include selling the property and then leasing back the facilities used by the manufacturing and research and development divisions.

"Pfizer will continue to maintain a significant presence in Pearl River, N.Y., where our colleagues play an important role in Pfizer's R&D strategy and global supply network," Arnold said in a statement.

Through changes in ownership, the Pfizer plant has been an economic mainstay in Rockland County for more than 100 years.

It remains Orangetown's biggest commercial taxpayer and a major private employer in the area with 1,950 employees.

In a sign of the facility's importance to the local tax base, Orangetown Supervisor Andy Stewart met with Pfizer officials Wednesday during a tour of the facility with the Nanuet school board.


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Stewart was briefed on Pfizer's plans for the facility and said he welcomed the possibility of finding tenants for some of the now-vacated buildings at the site.

"They seem pretty aggressive about bringing tenants to the facility," he said. "We all hope that works because the alternative is that they knock down the building."

Orangetown faced a fiscal setback due to a tax settlement with Pfizer.

The facility's assessment, \$365 million in 2011, will be reduced gradually to about \$200 million over five years.

Pfizer is also a major taxpayer in the Nanuet school district, which reached a \$8.55 million tax settlement with the company in 2011.

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The 2% Property Tax Cap

- Requires a public law, public hearing and 60% of governing board to override.
- No exclusion for tax certioraris that increased by \$2.5 million in the 2012 budget (5% of levy)
- No exclusion for debt service which increased by \$0.4 million in the 2012 budget. (nearly 1% of levy)
- Limited exclusion for pension costs.
- No exclusion for labor contracts or health insurance cost increases.
- The 2012 base for the 2% tax cap in 2013 is \$47.2 million – taxes can increase by \$950,000 in 2013.

Entity Information

Taxing Entity Name: Town of Orangetown
 Entity Class: Town
 County: Rockland

Tax Levy Cap Elements

	Amount
1. Total Real Property Tax Levy for Fiscal Year Ending (FYE) 12/31/2011	\$48,155,782
2. Tax Base Growth Factor, if any	1.0022
3. PILOTS receivable in FYE 12/31/2011	\$82,670
4. PILOTS receivable in FYE 12/31/2012	\$84,536
5. Tax levy necessary for expenditures resulting from court orders or judgments resulting from tort actions FYE 12/31/2012	\$0
6. Tax levy necessary for pension contribution expenditures caused by growth in the system average actuarial contribution rate (ERS; PFRS) or normal contribution rate (TRS) in excess of 2 percentage points:	
a. State and Local Employees' Retirement System (ERS)	\$0
b. Police and Fire Retirement System (PFRS)	\$0
c. Teachers' Retirement System (TRS)	\$0
7. Transfer of local government function(s) (as determined by OSC):	
a. Costs	\$0
b. Savings	\$0

Tax Levy Cap - Calculations and Totals

Tax Levy Limit (Cap) Before Adjustments and Exclusions

8. Tax Levy FYE 12/31/2011	\$46,155,762*
9. Tax Base Growth Factor	1.0022+
10. PILOTS receivable FYE 12/31/2011	\$82,670*
11. Allowable levy growth factor	1.0200-
12. PILOTS receivable FYE 12/31/2012	\$84,536
13. Total Levy Limit Before Adjustments/Exclusions	\$47,182,238

Adjustments for Transfer of Local Government Functions

14. Costs incurred from transfer of local government functions	\$0-
15. Savings realized from transfer of local government functions	\$0
16. Total Adjustments	\$0

17. Tax Levy Limit, Adjusted for Transfer of Local Government Functions **\$47,182,238**

Exclusions

18. Tax levy necessary for expenditures resulting from tort orders/judgments over 5% FYE 12/31/2011 tax levy	\$0+
19. Tax levy necessary for pension contribution expenditures caused by growth in the system average actuarial contribution rate(ERS; PFRS) or normal contribution rate(TRS) in excess of 2 percentage points:	
a. ERS	\$0+
b. PFRS	\$0+
c. TRS	\$0

20. Total Exclusions **\$0**

21. Tax Levy Limit, Adjusted for Transfers, Plus Exclusions **\$47,182,238**

22. 2012 Proposed Levy **\$47,163,327**

23. Difference Between Tax Levy Limit Plus Exclusions and Proposed Levy **\$18,911**

24. Do you plan to override the cap in 2012? Yes
 No

Submission Log

12/19/2011 04:18:51 PM - 390361500000 - Resubmitted Document
 11/18/2011 03:12:54 PM - 390361500000 - Resubmitted Document
 10/17/2011 03:06:46 PM - 390361500000 - Resubmitted Document
 10/17/2011 01:59:17 PM - 390361500000 - Resubmitted Document
 10/13/2011 03:24:01 PM - 390361500000 - Submitted Document

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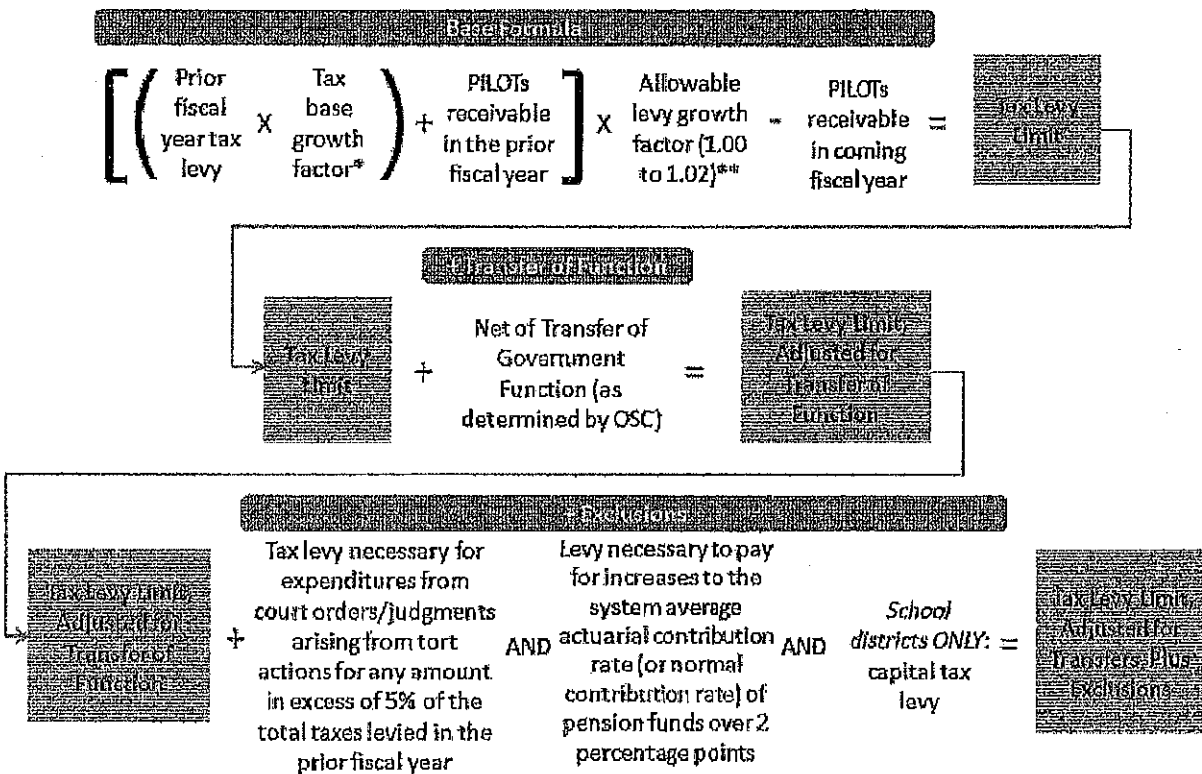
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Property Tax Cap

Formula for Determining Tax Levy Limit

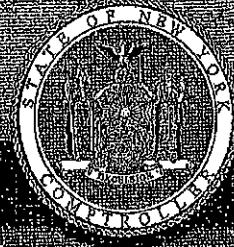
Formula for determining a local government's tax levy limit under the cap (Chapter 97 of the Laws of 2011):



* Tax base growth factor: Based on Tax and Finance determination of "quantity change," such as new construction, newly taxable status of existing property, or measurable improvements to taxable property within the boundaries of the local government or school district.
 ** Allowable levy growth factor: Lesser of 1.02 or Inflation factor (percent change in CPI for the 12 month period ending 6 months before the start of the coming fiscal year over the prior 12-month period), but never lower than 1.00.

New York State Office of the State Comptroller

Thomas P. DiNapoli • State Comptroller



Property Tax Cap

Four Step Pension Exclusion Calculation - Example



Determine the change in the system average actuarial contribution rate for each of the major pension systems (ERS, PFRS) or normal contribution rate (TRS). The following example is based on the rate for ERS.

16.3% 1999 System Average	-	18.9% 2000 System Average	=	2.6% Change
------------------------------	---	------------------------------	---	----------------



If the annual growth in the contribution rate is greater than 2 percentage points, the amount above 2 percentage points is the portion of the associated salary base that may be excluded.

2.6 % point diff	-	2.0 % point responsibility standard	=	0.6 % Excludable portion
---------------------	---	--	---	-----------------------------



Multiply the excludable portion by the associated salary base (e.g. the salary base for your ERS employees in this example).

0.6% Excludable portion	x	Salary Base	=	Excludable amount
----------------------------	---	-------------	---	-------------------



Add excludable amount to the total tax bill.

The 2012 Budget

- The Preliminary Budget had a 2% increase for regular Town costs and 5% increase for tax cert costs including Pfizer for a total of 7%.
- The tax increase would have been 5% for regular Town costs, except that amortizing 2012 pension costs “saved” 3% and pushed costs into the future.
- The Town Board decided not to override the cap.
- A revised budget was approved on November 18th **that reduced Town taxes by 3%** to offset the 5% cost of tax certs and stay within the 2% cap.
- The use of fund balance was \$3.5 million which is equal to the value of a 7% property tax increase.
- Going forward, the Town has a structural deficit that would require a 10% property tax increase, or more to solve (Use of fund balance + pension costs).



COUNTY OF ROCKLAND
DEPARTMENTS OF FINANCE AND BUDGET

18 New Hempstead Road
New City, New York 10956
(845) 638-5131
Fax (845) 638-5644

C. SCOTT VANDERHOEF
County Executive

STEPHEN F. DEGROAT, CPA
Acting Commissioner of Finance
Acting Budget Director

STEVEN J. GROGAN
Deputy Budget Director

December 2, 2011

Hon. Paul Whalen
Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Dear Mr. Whalen:

I am enclosing a copy of the Statement of Condition for the Town of Orangetown with the County of Rockland as of November 30, 2011. The amount indicated should be included in the 2012 Warrant.

If additional information is required, please feel free to contact this office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen F. DeGroat", with a horizontal line extending to the right.

Stephen F. DeGroat, CPA
Acting Commissioner of Finance/Budget Director

TOWN OF ORANGETOWN
STATEMENT OF CONDITION WITH THE COUNTY OF ROCKLAND
AS OF NOVEMBER 30, 2011

Deficiency, November 30, 2010	\$	(274,197.53)
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Debits

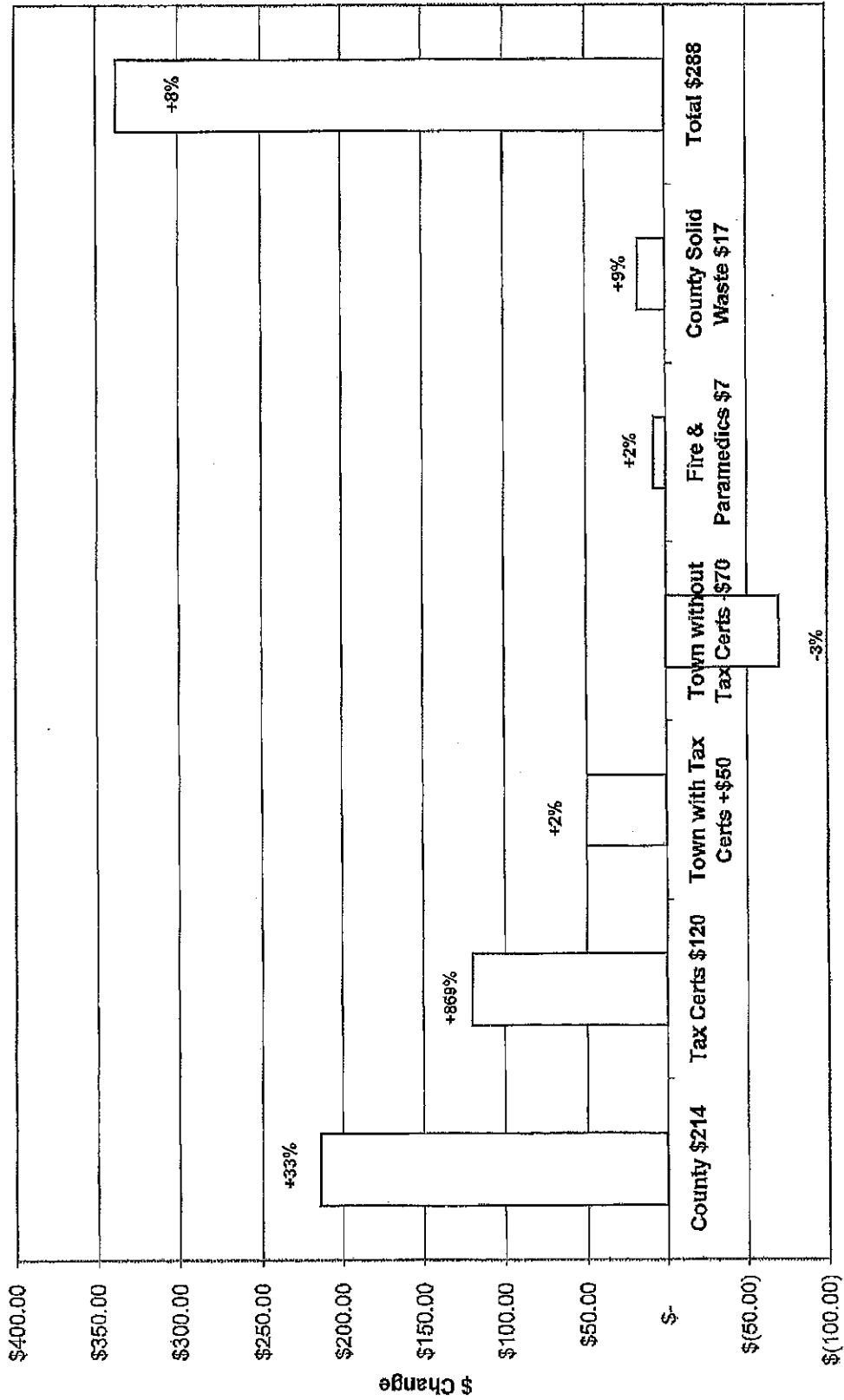
Surplus		0.00
To reduce town deficiency		<u>274,197.53</u>

Credits

Tax refunds, cancellations and rejections		<u>(2,743,626.28)</u>
---	--	-----------------------

Deficiency, November 30, 2011	\$	(2,743,626.28)
-------------------------------	----	----------------

Changes in Taxes & Unit Charges in 2012 on an Average Home



Rockland County's Financial Condition is Poor

- Rockland County balanced its 2011 budget with the proceeds of a hospital sale that never took place.
- Rockland County's 2012 budget is balanced through borrowing that will be financed through a sales tax increase that must be approved by the New York State Legislature.
- At this point, the County's State Senator and two members of the Assembly have not indicated support and there is no certainty that the Governor would sign the bill if it passed.
- The County's 2012 budget passed along election costs that could equal \$350,000 and that were not budgeted by the Town.
- If the County does not receive approval of the sales tax increase, police aid for the Narcotics and Intel Task forces will likely be eliminated. The Town assumed \$180,000 in revenue from the County.
- The County's financial condition will have a serious impact on the Town in 2012 and beyond as the Town absorbs County functions and loses County revenues.



Rockland County finances put narcotics task force, intel center at risk

NEW CITY — Rockland's financial crisis could lead to the elimination of two countywide police units that target drug dealers and analyze crime trends, raising criticism from law enforcement officials that citizens will be less safe.

With the county facing a \$52 million deficit, spending cuts need to be made, County Executive C. Scott Vanderhoef said.

The undercover Rockland Narcotics Task Force and the Rockland Intelligence Center cost the county \$2.5 million for 16 officers assigned by the towns and villages. The county reimburses the municipalities for the officers' full salary and benefits.

The contributing towns and villages have not been reimbursed this year for sending officers to both agencies.

Vanderhoef said Friday that the county will live up to its commitment this year.

However, Vanderhoef said 2012 is a different story, as he prepares a budget for the Rockland Legislature's consideration. The current county budget is about \$715 million.

"We can't afford it going forward," Vanderhoef said of the task force and intelligence center, among other police and social programs.

"They have important functions for our communities, and I understand the safety concerns," he said. "Municipalities are going to have to make decisions on what programs they will fund."

Law enforcement officials said losing the agencies would hurt crime-fighting efforts.

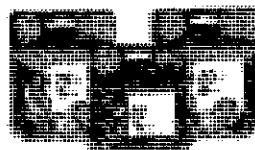
"This is a serious threat to the task force and intel," Rockland District Attorney Thomas Zugibe said. "Eliminating the two agencies is not an option. This is about public safety."

Zugibe and several local officials said they plan to lobby the Legislature for funds to keep both agencies operating.

Several supervisors said no reimbursement means no officers assigned to the Narcotics Task Force and the Intelligence Center.

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The five supervisors and/or their representatives met last week with several police chiefs.

"The supervisors have agreed if the commitment is not there for 100 percent reimbursement for 2012, the officers sent to the two units will be back home doing police work for their own towns," Clarkstown Supervisor Alexander Gromack said.

Gromack and several other supervisors said there's no compromise on the issue. They noted the towns and villages with police forces took full reimbursement several years ago when Vanderhoef declined to share a higher percentage of sales-tax revenues.

Ramapo Supervisor Christopher St. Lawrence said the county still owes Ramapo \$656,420 for three officers for 2011.

Haverstraw Supervisor Howard Phillips said the town is owed about \$360,000 for two officers.

Vanderhoef, the county executive for 17 years, suggested eliminating the task force and merging its duties into the intelligence center and the Bureau of Criminal Investigation, the county's crime-scene unit.

He also said other cuts or eliminations could include the sheriff's prisoner transport, patrol officers and the bomb squad. He also warned of layoffs and cuts to health and human services.

Ronald Levine, a Vanderhoef spokesman, said Friday that the Rockland Finance Department will send out payments covering the first six months of 2011 for the officers assigned to the intelligence center in two weeks.

As for the task force payments, the Finance Department will provide towns with a payment schedule soon, Levine said.

Phillips said the Vanderhoef administration responded to the lack of payments only after the supervisors and police chiefs met and calls were made to the county.

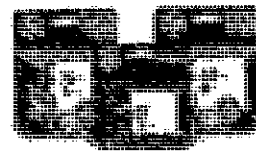
The county government has experienced delays in getting payments out to various programs because it has a cash crunch.

Some relief will come after the state recently reimbursed the county about \$30 million for services rendered — some dating to 2009.

The county two weeks ago borrowed \$40 million through a revenue anticipation note

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as it awaits further repayment and hopes for improved sales-tax revenue, the county's acting finance commissioner, Stephen DeGroat, said Monday.

The efforts of the task force and intelligence center also have brought money into law enforcement coffers.

The agencies were awarded \$16 million in forfeitures a few years ago resulting from federal convictions in a gambling case.

The police departments, Sheriff's Office and Zugibe's office each received a share, with money restricted for law enforcement enterprises.

Those include repairing the county helicopter, sound-proofing the firing range and purchasing computers and other equipment.

Zugibe said \$6 million remains. He also noted the task force has received millions of dollars in free surveillance equipment from the federal government.

"I can't see how we would have survived without the forfeiture money," he said. "Those agencies pay for themselves. It makes no sense economically and for the public's safety to eliminate them."

Suffern Police Chief Clarke Osborn, president of the Rockland Police Chiefs Association, said the chiefs will use every means necessary to keep the task force and intelligence center operating.

"When you take drug dealers off the street

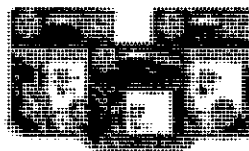
you are stopping other crimes and keeping people safer," Osborn said. "It doesn't make sense not to fund those agencies."

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Rockland day-care providers await late payments from county, say no notice given


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State: Rockland County executive, Legislature to blame for county's financial problems

NEW CITY — The state Comptroller's Office on Thursday issued the final version of its audit of Rockland County's finances, asserting that the county executive and the County Legislature are both responsible for the financial mess the county finds itself in.

The content of the audit was mostly in line with the draft copy reviewed by The Journal News in October. But the final version included the state agency's response to the County Legislature's claims that the county executive and his administration were to blame for the financial distress.

State Comptroller Thomas DiNapoli wrote in his statement issued Thursday that since 2006 Rockland's deficit has skyrocketed for several reasons, including "overly optimistic revenue projections, failing to repay advances of general fund monies to other county funds and the loss of a major property tax case."

"County officials need to make some hard decisions to put together a real budget to get out of this mess," he said. "Rockland needs to live within its means for the sake of county taxpayers."

The audit also identified the county's handling of the Summit Park Hospital and Nursing Care Center as a major cause of Rockland's deficit, which could reach \$80 million by the end of 2011.

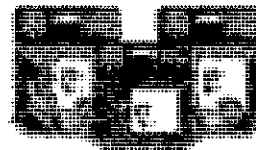
The final version of the state report also included responses to the audit findings from County Executive C. Scott Vanderhoef as well as from the county Legislature.

In his response, the county executive wrote that the review was fair and accurate. But the county Legislature, represented by Legislature Chairwoman Harriet Cornell, D-West Nyack; Vice Chairman Alden Wolfe, D-Suffern; and Chairman of the Budget & Finance Committee Ilan Schoenberger, D-Wesley Hills; expressed its disappointment in the response letter, stating that the budgetary problems occurred because Vanderhoef and his administration failed to inform the Legislature of fund transfers that were made to fund excess expenditures.

Acting county Finance Director Stephen DeGroat has said the administration acted

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appropriately.

Related Links

 Read the audit here

In the final audit document, the state Comptroller's Office responded to the Rockland Legislature's claims, saying that the Legislature and the county executive were both aware of the financial problems and "should have addressed the problems jointly or individually because they have shared responsibility for the county's finances."

The state agency also stated that during the five-year period being audited, from 2006 through 2010, all funds under the county budgets, except for the one for Summit Park, were operated within the budget allocations.

"Since overall expenditures did not exceed the total budgeted appropriations, over-expenditure was not the reason for the fund deficit," the report stated. "Instead, for the same period, we found that revenues overstated in the annual budgets. This was one of the causes of the deficits as we reported."

Schoenberger said Thursday that he hasn't seen the state agency's response to the County Legislature's claims and would not comment on the specifics.

But he added that he would stand by their claims.

Read the full audit here:

<http://www.osc.state.ny.us/localgov/audits/counties/2011>


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Moody's INVESTORS SERVICE

Rating Action: MOODY'S DOWNGRADES ROCKLAND COUNTY'S (NY) G.O. RATING TO A3 AND REVISES THE OUTLOOK TO NEGATIVE, AFFECTING \$240 MILLION IN DEBT

Global Credit Research - 23 Feb 2012

MOODY'S ALSO DOWNGRADES OUTSTANDING BANS TO MIG 2 AND CONFIRMS MIG 1 RATING ON 2011 TANS AND RANS

New York, February 23, 2012 -- Moody's Investors Service has downgraded to A3 from A1 the rating on Rockland County's (NY) \$240 million in rated general obligation debt and revises the outlook to negative. Concurrently, Moody's has also downgraded to MIG2 from MIG 1 the \$10.5 million Bond Anticipation Note Series 2011C. Moody's has also confirmed the MIG 1 rating on \$45 million Revenue Anticipation Note Series 2011, \$55 million Tax Anticipation Note Series 2011.

RATINGS RATIONALE

The downgrade of the general obligation rating and negative outlook, as well as the downgrade of the BAN ratings, reflect continued operating deficits, putting growing pressure on county reserves and liquidity. Additionally, Moody's believes that the county's 2012 adopted budget includes speculative revenue items, including \$20 million in budget items that require the approval of both houses of the state legislature and the governor. The county has also requested state approval for the issuance of between \$60-\$80 million in deficit reduction bonds. In addition, the county has to date failed to either sell the county-run nursing home or implement changes to improve nursing home operations to reduce or eliminate county general operating support of the home. The confirmation of the rating on the 2011 TANS and RANS reflect the near-term time horizon for repayment of these notes (due March 8, 2012) and projected sufficient cash flow at that time. The county also expects to issue additional TANS and RANS in the next few weeks; at this time, Moody's is not expressing an opinion on that issuance.

STRENGTHS:

- Large tax base with strong socioeconomic indices

CHALLENGES:

- Large and growing undesignated General Fund balance deficits which are expected to continue in 2011 and beyond
- Further narrowing of the county's liquidity position
- Fiscal 2012 budget balanced with speculative revenue sources and possible deficit funding

OUTLOOK

The negative outlook reflects the uncertainty of state approval of the county's request for tax increases and the issuance of deficit reduction bonds. Absent these increases the county will be challenged to offset budgeted revenues, resulting in significant pressure on already weak liquidity and financial position. The outlook also reflects challenges to the county's ability to produce structurally balanced budgets and its continued exposure to the nursing home's operating weaknesses.

WHAT COULD MAKE THE RATING GO UP (REMOVAL OF NEGATIVE OUTLOOK):

- Return to structural balance in fiscal 2012
- Significantly improvement to liquidity position and projections that indicate further improvement

WHAT COULD MAKE THE RATING GO DOWN:

- Further declining fund balance in fiscal 2011
- Continued operating deficits in fiscal 2012 and further weakened liquidity position

- inability to get state approval for increased revenues, a lack of expenditure relief to offset the budget deficit and failure to outline and implement contingencies

The principal methodology used in this rating was General Obligation Bonds Issued by U.S. Local Governments published in October 2009. Please see the Credit Policy page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

Although this credit rating has been issued in a non-EU country which has not been recognized as endorsable at this date, this credit rating is deemed "EU qualified by extension" and may still be used by financial institutions for regulatory purposes until 30 April 2012. Further information on the EU endorsement status and on the Moody's office that has issued a particular Credit Rating is available on www.moodys.com.

For ratings issued on a program, series or category/class of debt, this announcement provides relevant regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides relevant regulatory disclosures in relation to the rating action on the support provider and in relation to each particular rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides relevant regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

Information sources used to prepare the credit rating are the following: parties involved in the ratings and public information.

Moody's considers the quality of information available on the rated entity, obligation or credit satisfactory for the purposes of issuing a rating.

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Please see www.moodys.com for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

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March 10, 2012

Deficits Push N.Y. Cities and Counties to Desperation

By **DANNY HAKIM**

ALBANY — It was not a good week for New York's cities and counties.

On Monday, Rockland County sent a delegation to Albany to ask for the authority to close its widening budget deficit by issuing bonds backed by a sales tax increase.

On Tuesday, Suffolk County, one of the largest counties outside New York City, projected a \$530 million deficit over a three-year period and declared a financial emergency. Its Long Island neighbor, Nassau County, is already so troubled that a state oversight board seized control of its finances last year.

And the city of Yonkers said its finances were in such dire straits that it had drafted Richard Ravitch, the former lieutenant governor, to help chart a way out.

Even as there are glimmers of a national economic recovery, cities and counties increasingly find themselves in the middle of a financial crisis. The problems are spreading as municipalities face a toxic mix of stresses that has been brewing for years, including soaring pension, Medicaid and retiree health care costs. And many have exhausted creative accounting maneuvers and one-time spending cuts or revenue-raisers to bail themselves out.

The problem has national echoes: Stockton, Calif., a city of almost 300,000, is teetering on the verge of bankruptcy. Jefferson County, Ala., made the biggest Chapter 9 bankruptcy filing in history in November and stopped paying its bondholders. In Rhode Island, the city of Central Falls declared bankruptcy last year, and the mayor of Providence, the state capital, has said his city is at risk as its money runs out.

New York City's annual pension contributions have increased to \$8 billion from \$1.5 billion over the past decade.

"We really are up against it," Mayor Michael R. Bloomberg said during a recent trip to Albany, urging the state to reduce pension benefits for future public employees. In a radio interview on

Friday, Mr. Bloomberg noted the spreading financial woes of local governments, saying, "Towns and counties across the state are starting to have to make the real choices — fewer cops, fewer firefighters, slower ambulance response, less teachers in front of the classroom."

And Thomas S. Richards, the mayor of Rochester, recently described a grim situation facing New York's cities in testimony to the State Legislature, saying, "I fear that Rochester and other upstate cities are approaching the point of financial failure and an inevitable financial control board — as is the case in Buffalo — unless something is done now."

The concerns of municipal officials are validated by the ratings agency Moody's, which downgraded the debt of Rockland County and Utica last month, and Yonkers and Long Beach last year. New York is hardly alone, and certainly not the worst; for four straight years, Moody's has had a negative outlook for the country's local governments. And the problems are likely to persist.

"We expect that the pressure from fixed expenditures, and pensions in particular, will continue to be a strain," said Geordie Thompson, a Moody's analyst. "This is where the budgetary tradeoffs will continue to be difficult. There will have to be tradeoffs that will have to be made to make those payments."

Pension costs are a particular problem. The stock market collapse of 2008 decimated public pension fund investments, and municipalities are now being asked for greater contributions to make up for the losses. The impact has been drastic: Three percent of New York property tax collections were used to pay pension costs in 2001; by 2015, pension costs are expected to eat up 35 percent of property tax collections.

Falling property values have also affected cities and towns because lower assessments hurt property tax collections.

The state is taking some steps to ease municipal burdens, but they come with risks. A relatively new plan allows municipalities to borrow from the state pension fund, with interest, a portion of their required contributions to the pension system.

"It's the worst thing that you can do financially," said Steve Bellone, the Suffolk County executive. "But when you are up against the wall and you have a county that has used every one-shot revenue that it can possibly use already, and you're facing a deficit of huge proportions, suddenly that becomes not such a bad option."

Suffolk and Nassau are borrowing a combined \$85 million this year to pay their required contribution into the state pension system.

"That's where we're at today," Mr. Bellone said. "We are in a financial crisis."

In an interview, Mayor Stephanie A. Miner of Syracuse said that "this is uncharted water, in terms of fiscal crisis." Her city asked Syracuse University for help, and last year the university agreed to pay \$500,000 a year for five years to help bail the city out.

But Syracuse still faces a deficit that threatens to deplete its reserves. The city has cut 125 jobs in two years, transferred a city-run senior center to the Salvation Army and consolidated its purchasing with the county's. It is now considering charging residents extra for picking up televisions with their garbage.

Like many other mayors, Ms. Miner blamed the state government for passing unreasonable costs, like pensions and other mandates, on to municipal governments.

"Unless Albany changes its policies," she said, "we will be dead."

Gov. Andrew M. Cuomo is suggesting new strategies, proposing in his budget to allow municipalities like Albany to receive millions of dollars more in state aid over the next fiscal year in exchange for receiving less in the future. The governor is also proposing that the state assume a greater share of Medicaid cost increases borne by local governments, and that state and local governments be allowed to reduce the pension benefits of future public workers.

"The administration is monitoring each situation closely and remains in direct contact with local officials to find ways the state can be helpful to get them through these very difficult times," Josh Vlasto, a spokesman for the governor, said.

The crisis has been forecast by financial experts for some time, in part because municipalities often lag the national economy, meaning that their troubles can crest even as problems for the state and federal governments ease.

"These municipalities will not recover when the economy recovers," said Richard Brodsky, a former assemblyman who is advising Yonkers.

"Everybody was complicit in this tsunami, and now it's landing, but not in Washington or Albany," he said. "It's in places like Yonkers, where the choice is between school kids and safe streets."

C. Scott Vanderhoef, the Rockland County executive who was the Republican Party's nominee for lieutenant governor in 2006, said his county's \$52 million deficit had accumulated over the past four or five years. The county legislature rejected proposed layoffs and service cuts in the budget, so the county is seeking to issue bonds to help bridge its budget gap.

"We don't want to become Erie County or Nassau County," he said, referring to two counties whose finances are overseen by control boards. "I think you'll see a dropping off of the programs that

many counties now view as important — law enforcement, economic development, parks and recreation. Those kinds of programs will disappear. Counties will become welfare and Medicaid managers.”

Comments on the PBA Analysis of Ability to Pay

- Exhibit C - Town property taxes declined sharply in 2012 because tax certs were part of the Town's tax cap amount although they show up on the County's tax line.
- Exhibit D - Per capita tax wealth does not reflect the impact of the Pfizer settlement.
- Exhibit E - 2011 Municipal tax Rates do not reflect the impact of the Pfizer settlement.
- Exhibit F - 2011 Combined Tax Rates do not reflect the impact of the Pfizer settlement.
- Exhibit G - Sales tax and mortgage taxes are both in the General Fund and cannot be used fund police costs.
- Exhibit J - Total use of fund balance is \$3.5 million including \$1.5 million in the debt service fund. Only \$2.0 million is shown in the PBA report.
- Exhibit K - 2011 preliminary revenues include \$1.5 million in bond proceeds that were used to fund costs from the Clarkstown land fill settlement. This is not an on-going revenue.
- Exhibit L - does not reflect the cost of existing Police longevity and step increases.
- Exhibit M - County Grant revenue of \$185,695 is double counted in the preliminary report because of a Orangetown Finance mistake.
- Exhibit N - The American Community Survey data on what homes will sell for is self reported and therefore is not accurate.
- Moody's Bond Rating - inability to manage pension and health care costs, and declines in financial reserves could make Town's bond rating go down.



Watch Live

- This bill is not active in this session.

Bill No.:

Summary Actions Votes Memo Text *(Printer friendly text)*

A03762 Summary:

BILL NO A03762
 SAME AS Same as S 2131
 SPONSOR Zebrowski
 COSPNSR Rabbitt, Calhoun
 MLTSPNSR
 Amd SS1210 & 1262-1, Tax L

Authorizes the county of Rockland to impose an additional rate of sales and compensating use taxes; extends provisions until November 30, 2009.

[Go to top](#)

A03762 Text:

S T A T E O F N E W Y O R K

3762

2007-2008 Regular Sessions

I N A S S E M B L Y

January 29, 2007

Introduced by M. of A. ZEBROWSKI -- read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law, in relation to authorizing the county of Rockland to impose an additional rate of sales and compensating use tax

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

- 1 Section 1. Clause 23 of subparagraph (i) of the opening paragraph of
- 2 section 1210 of the tax law, as amended by chapter 379 of the laws of
- 3 2005, is amended to read as follows:
- 4 (23) the county of Rockland is hereby further authorized and empowered
- 5 to adopt and amend local laws, ordinances or resolutions imposing such
- 6 taxes at a rate which is: (I) five-eighths of one percent additional to
- 7 the three percent rate authorized above in this paragraph for such coun-
- 8 ty for the period beginning March first, two thousand two, and ending
- 9 November thirtieth, two thousand [seven] NINE; AND ALSO (II) AT A RATE
- 10 WHICH IS THREE-EIGHTHS OF ONE PERCENT ADDITIONAL TO THE THREE PERCENT
- 11 RATE AUTHORIZED ABOVE IN THIS PARAGRAPH, AND WHICH IS ALSO ADDITIONAL TO

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12 THE FIVE-EIGHTHS OF ONE PERCENT RATE ALSO AUTHORIZED ABOVE IN THIS
 13 CLAUSE FOR SUCH COUNTY, FOR THE PERIOD BEGINNING MARCH FIRST, TWO THOU-
 14 SAND SEVEN AND ENDING NOVEMBER THIRTIETH, TWO THOUSAND NINE;

15 S 2. Section 1262-1 of the tax law, as amended by chapter 379 of the
 16 laws of 2005, is amended to read as follows:

17 S 1262-1. Allocation and distribution of net collections from the
 18 additional rate of sales and compensating use tax in Rockland county.
 19 1. Notwithstanding any provision of law to the contrary, if the county
 20 of Rockland imposes the additional five-eighths of one percent rate of
 21 tax authorized by section twelve hundred ten of this article during the
 22 period beginning March first, two thousand two, and ending November
 23 thirtieth, two thousand [seven] NINE, such county shall allocate and
 24 distribute twenty percent of the net collections from such additional

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
 [] is old law to be omitted.

LBD07339-07-7

A. 3762

2

1 rate to the towns and villages in the county in accordance with subdivi-
 2 sion (o) of section twelve hundred sixty-two of this part on the basis
 3 of the ratio which the population of each such town or village bears to
 4 such county's total population; AND

5 2. NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, IF THE COUN-
 6 TY OF ROCKLAND IMPOSES THE ADDITIONAL THREE-EIGHTHS OF ONE PERCENT RATE
 7 OF TAX AUTHORIZED BY SECTION TWELVE HUNDRED TEN OF THIS ARTICLE DURING
 8 THE PERIOD BEGINNING MARCH FIRST, TWO THOUSAND SEVEN, AND ENDING NOVEM-
 9 BER THIRTIETH, TWO THOUSAND NINE, SUCH COUNTY SHALL ALLOCATE AND
 10 DISTRIBUTE SIXTEEN AND TWO-THIRDS PERCENT OF THE NET COLLECTIONS FROM
 11 SUCH ADDITIONAL RATE TO THE GENERAL FUNDS OF TOWNS AND VILLAGES WITHIN
 12 THE COUNTY OF ROCKLAND WITH EXISTING TOWN AND VILLAGE POLICE DEPARTMENTS
 13 FROM MARCH FIRST, TWO THOUSAND SEVEN THROUGH DECEMBER THIRTY-FIRST, TWO
 14 THOUSAND SEVEN AND THIRTY-THREE AND ONE-THIRD PERCENT OF THE NET
 15 COLLECTIONS FROM SUCH ADDITIONAL RATE FROM JANUARY FIRST, TWO THOUSAND
 16 EIGHT THROUGH NOVEMBER THIRTIETH, TWO THOUSAND NINE. THE MONIES ALLO-
 17 CATED AND DISTRIBUTED PURSUANT TO THIS SUBDIVISION SHALL BE ALLOCATED
 18 AND DISTRIBUTED TO TOWNS AND VILLAGES WITH POLICE DEPARTMENTS ON THE
 19 BASIS OF THE NUMBER OF FULL-TIME EQUIVALENT POLICE OFFICERS EMPLOYED BY
 20 EACH POLICE DEPARTMENT AND SHALL NOT BE USED FOR SALARIES HERETOFORE OR
 21 HEREAFTER NEGOTIATED.

22 S 3. Subparagraph (iii) of the opening paragraph of section 1210 of
 23 the tax law, as separately amended by chapters 30, 36, 37 and 40 of the
 24 laws of 2006, is amended to read as follows:

25 (iii) the maximum rate referred to in section twelve hundred twenty-
 26 four of this article shall be calculated without reference to the
 27 following additional rates authorized in subparagraphs (i) and (ii) of
 28 this paragraph: one and one-half percent for the county of Allegany; one
 29 percent for the counties of Rensselaer, Erie, Cattaraugus, Wyoming,
 30 Ulster, Albany, Suffolk, Greene, Orleans, Franklin, Herkimer, Genesee,
 31 Columbia, Schuyler, Chenango, Monroe, Steuben, Chemung, Seneca, Living-
 32 ston, Niagara, Yates, Tioga, Montgomery, Delaware, Wayne, Schoharie,
 33 Chautauqua and Onondaga and the cities of Yonkers, Mount Vernon and New
 34 Rochelle; three-quarters of one percent for the counties of Dutchess and
 35 Essex, Lewis, Orange, Clinton and Jefferson; one percent and one percent
 36 or three-quarters of one percent for the county of Oneida; three-quar-
 37 ters of one percent and one-half of one percent for the county of
 38 Nassau; one-half or one percent for the county of Tompkins;
 39 THREE-EIGHTHS OF ONE PERCENT AND five-eighths of one percent for the
 40 county of Rockland; one-half of one percent for the counties of Putnam,
 41 Sullivan and Schenectady, and the city of White Plains; one-eighth of
 42 one percent for the county of Ontario;

43 S 4. Notwithstanding any other provision of law to the contrary, if
 44 Rockland county enacts or amends a local law, ordinance or resolution to
 45 impose, effective on March first, two thousand seven, one percent addi-
 46 tional rate of sales and compensating use taxes authorized by this act,
 47 such local law, ordinance or resolution shall take effect in accordance

48 with the provisions of subdivision (d) of section 1210 of the tax law,
49 except that the minimum notice requirements to the commissioner of taxation and finance shall be deemed complied with if such county mails, by
50 certified or registered mail, a certified copy of such local law, ordinance or resolution to such commissioner at his or her office in Albany
51 on or before February fourteenth, two thousand seven.
52
53 S 5. This act shall take effect immediately.
54

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Other Issues Affecting Orangetown Finances

- In order to stay within the tax cap, the Town has delayed capital projects and delayed issuing long-term debt for completed capital projects. This needs to be corrected in 2012 and will have an impact in 2013.
- The Town's two golf courses are losing money on a significant scale. In 2011 the two golf courses lost \$750,000, reducing Town fund balance.
- The State is projecting an 10.8% increase in health care bring the family plan to \$20,779 a year. This will cost \$600,000 more for the Towns funds supported by property taxes.



ANDREW M. CUOMO
GOVERNOR

STATE OF NEW YORK
DEPARTMENT OF CIVIL SERVICE
ALFRED E. SMITH STATE OFFICE BUILDING
ALBANY, NEW YORK 12239
www.cs.ny.gov

February 14, 2012

Dear Chief Executive Officer:

Attached is the Empire Plan Fourth Quarter Experience Report for 2011. This report presents the projected 2011 Empire Plan experience, based on claims paid through December 31, 2011, and the projected 2013 premium rates.

For the 2011 Plan Year, the Empire Plan carriers project a net surplus of \$210 million, 3.15% of premium. This report presents the underlying causes and assumptions for these projections. The carriers will issue the Annual Experience Statement on March 15, 2012 and the experience will be included in the First Quarter Report.

In Exhibit II, you will find the 2013 premium rates projected by the Department. These projections include a tentative dividend application amount of \$74.6 million, \$200.6 million less than the amount loaded in the 2012 rates, as well as a tentative \$57.6 million credit for monies received from the Early Retirement Reinsurance Program (ERRP), \$32.4 million less than the amount loaded in the 2012 rates. ERRP was established by the Affordable Care Act and is a temporary Federal program which became effective June 1, 2010. ERRP provides reimbursement to employer and union sponsors of participating employment-based plans for a portion of the cost of health benefits for early retirees and their spouses, surviving spouses and dependents. The Department filed an application for the ERRP subsidy on behalf of all NYSHIP participants. ERRP subsidies received by NYSHIP are credited to all payors, as is done with earned dividends and earned interest. As of December 2011, more than \$4.5 billion of the \$5 billion appropriated for the program had been disbursed and ERRP managers announced that no claims incurred after December 31, 2011 would be considered.

The Department projects a "best estimate" net premium increase for 2013 of 10.8% in aggregate for The Empire Plan and 12.6% in aggregate for The Excelsior Plan. While the projected increase is primarily based on carrier estimates, it is lower than the carrier estimates as it excludes the margin factor and assumes the 2012 claim base will decrease from the level used in the development of the 2012 premium. In addition, plan savings attributable to the 1/1/2013 implementation of a Medicare Prescription Drug Plan under an Employer Group Waiver Plan, was included.

Given the fiscal challenges that the State and its localities continue to face, our goal is to achieve 2013 NYSHIP rates that are as low as possible. The rate development and carrier negotiations will begin in September 2012. We intend to aggressively negotiate each premium element and include both retrospective premium agreements with the carriers and the application of dividend and ERRP monies to the rates to accomplish this goal. However, it is important to recognize that given the application of substantial dividend amounts to the 2009 - 2012 rates coupled with the relatively low earned dividend for 2009 - 2012, the dividend available to apply to the 2013 premium rates is more limited. Therefore, the percentage increase in the 2013 net premium is expected to be moderately higher than the increases in recent Plan trend. Please be assured that we will consider every possible option for achieving a rate of increase that is as low as possible for 2013 while promoting rate stability for the near future.

I hope this report is informative. If you have any questions, comments or suggestions, please don't hesitate to contact me.

Sincerely,

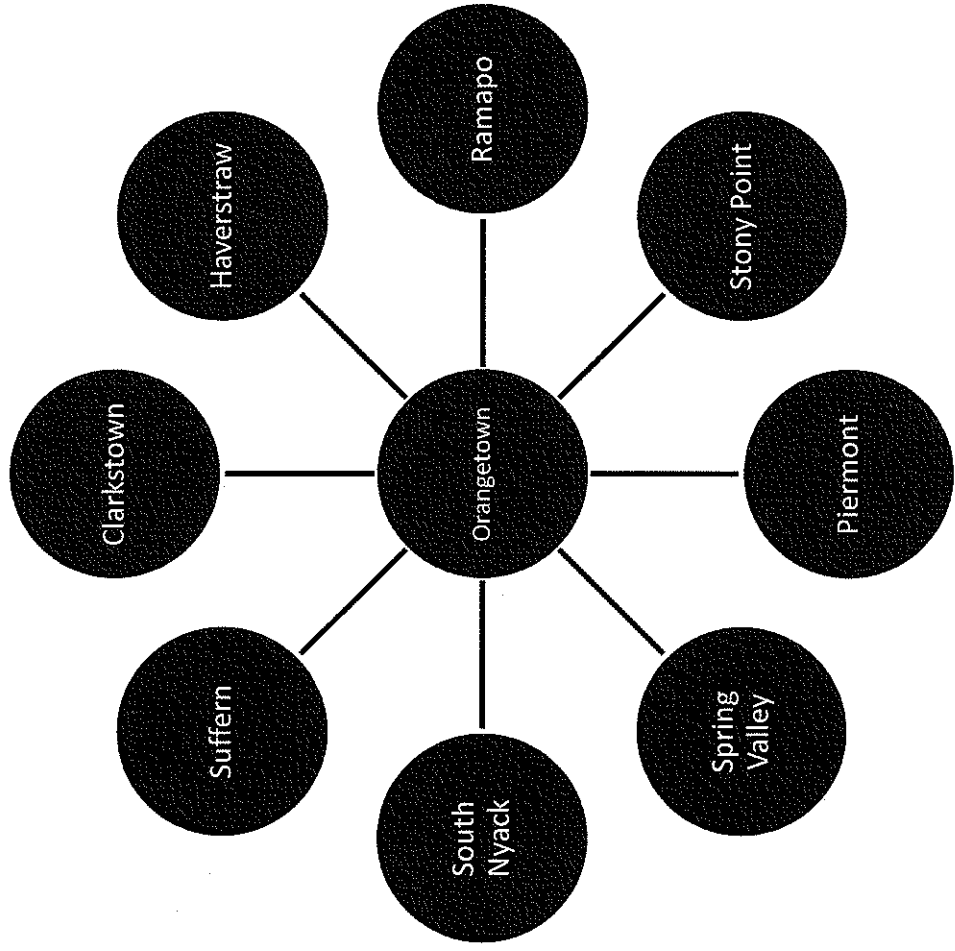
Robert W. DuBois, CEBS
Director, Employee Benefits Division

Summary

- Because of Pfizer settlement, the Town has lost nearly 5% of its property tax base. This makes Orangetown different from the Towns of Clarkstown and Ramapo in Rockland County.
- With the 2% property tax cap, the property tax levy can increase by \$950,000. The current projected increase in health insurance costs will consume \$600,000 or 63% of the tax cap.
- The loss of County revenue for the Intel and Narcotics task forces and shift in election costs from the County to the Town would consume the remainder of the cap, as could debt service costs.
- The 2012 budget used \$3.5 million in fund balance. Once fund balance is gone, the Town would need a 7% property tax increase.
- The 2012 budget amortized pensions; not budgeting for current costs. This avoided an additional 3% tax increase in 2012. The Town cannot afford to continue this pattern.

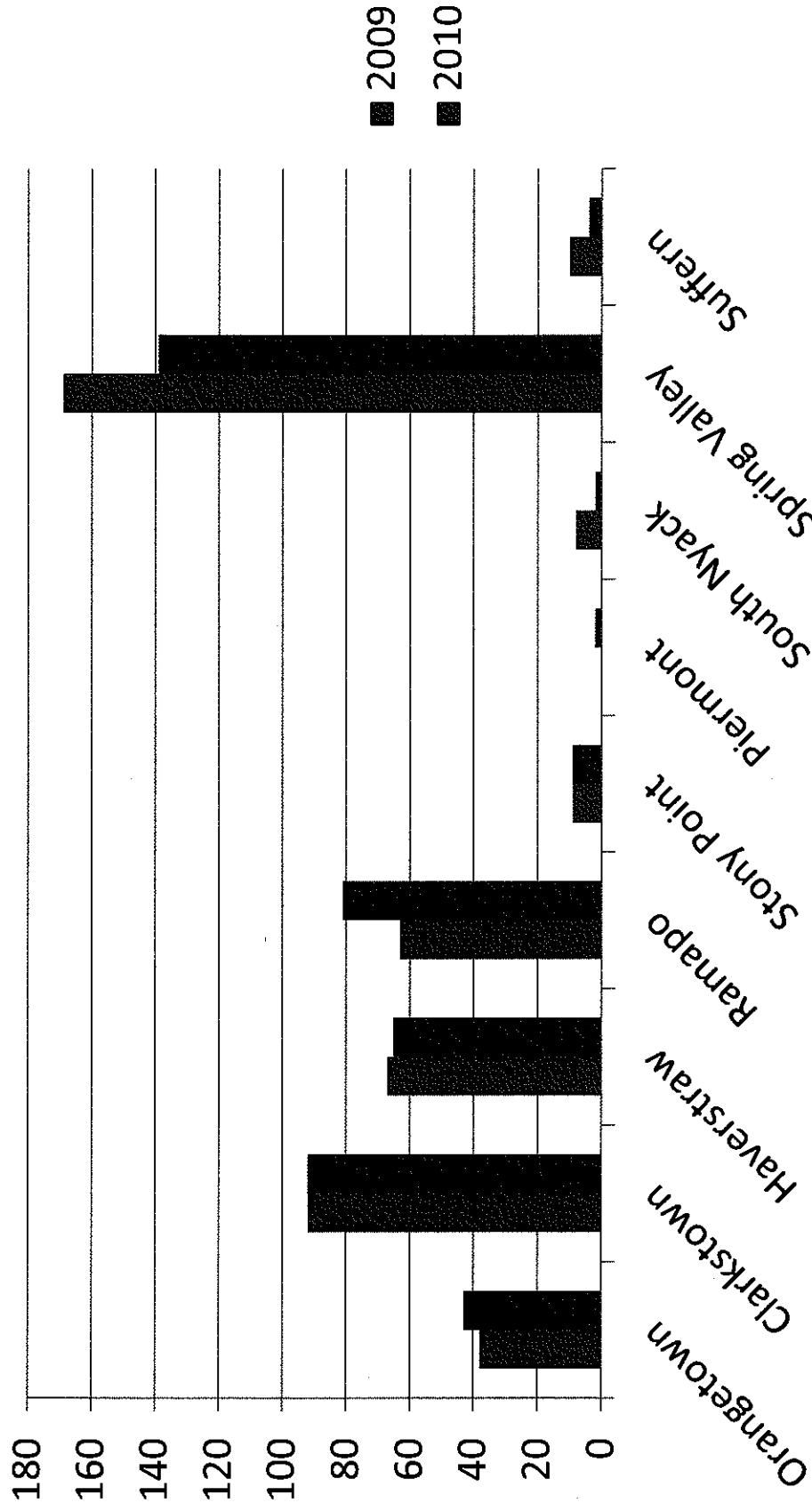
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Comparability



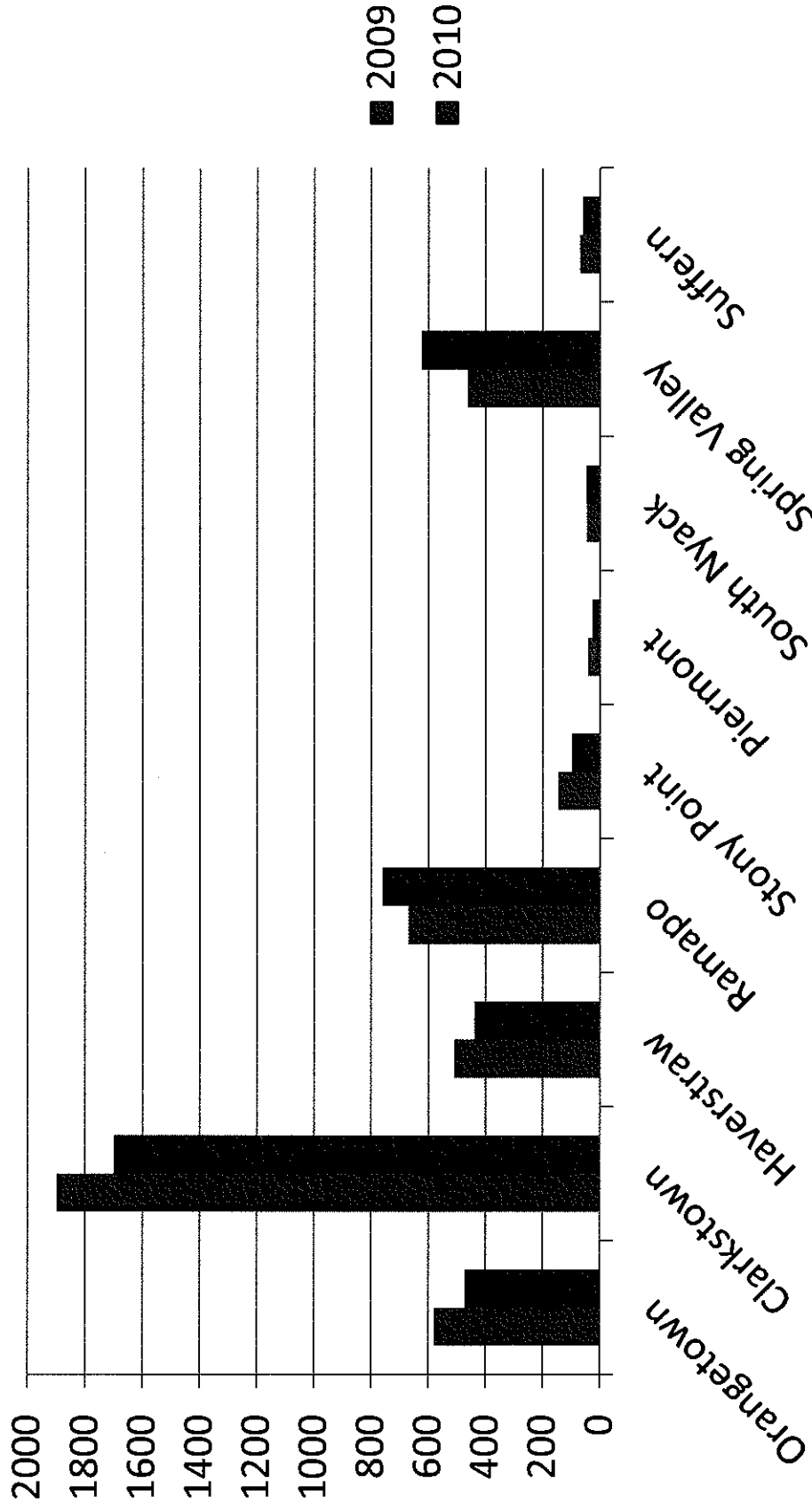
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Index of Violent Crimes Reported to Police 2009-2010



4

Index of Property Crimes Reported to Police 2009-2010



5

Orangetown Police Department

2009: Violent Crimes Reported

	Murder	Forcible Rape	Robbery	Aggravated Assault	Total
Total Incidents Report	0	0	13	25	38
Incidents Handled Per Officer	0	0	0.16	0.3	0.46

6

Orangetown Police Department

2009: Property Crimes Reported

	Burglary	Larceny	MV Theft	Total
Total Incidents	48	511	21	580
Report				
Incidents Handled	0.57	6.16	0.25	6.99
Per Officer				

7

Orangetown Police Department

2010: Violent Crimes Reported

	Murder	Forcible Rape	Robbery	Aggravated Assault	Total
Total Incidents Report	0	0	18	25	43
Incidents Handled Per Officer	0	0	0.22	0.3	0.52

8

Orangetown Police Department

2010: Property Crimes Reported

	Burglary	Larceny	MV Theft	Total
Total Incidents	68	386	18	472
Report				
Incidents Handled	0.82	4.65	0.22	5.69
Per Officer				

9

PBA Scattergram (12/31/10)

5 th Grade (n)	0
5 th Grade (c)	1
4 th Grade	6
3 rd Grade	7
2 nd Grade	5
1 st Grade	39
Detective	8
Sergeant	11
Detective/Sergeant	1
Lieutenant	4
Detective/Lieutenant	1

Total: 83

10

Average Annual Cost of One PBA Unit Member (12/31/10)

Benefit	Cost
Base Salary	\$101,818
Shift Differential	\$1,700
Insurance (Health, Dental, Vision, Life)	\$18,994
Pension	\$26,363
Longevity	\$3,031
Overtime	\$13,933
Vacation Payout	\$1,227
Uniform Allowance	\$67
Equipment Allowance	\$250
Meal Allowance	\$168
Holiday Pay	\$5,057
Total: \$172,608	

11

Average Annual Appearances by One PBA Unit Member (12/31/10)

Contractual Appearances	243
Sick Days	6.86
Vacation Days	26.16
Personal Days	6.86
Compensatory Time	1.79
Union Business	0.24
Workers' Compensation/207-c	3.07
Bereavement	0.44
Military Leave	0.54
Holiday	12
Family Sick	4.11
Sick Leave Exchange	1.4
Total: 179.72 days	

12

1% of Base Salaries for PBA Bargaining Unit (12/31/10)

Base Salaries	\$8,450,901
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1% of Base Salaries	\$84,509
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13

**TOWN OF ORANGETOWN NEGOTIATIONS PROPOSALS
TO THE COMPULSORY INTEREST ARBITRATION PANEL**

1. ~~Article THREE (Rights of Employees). Delete (illegal).~~
2. Article FOUR (Dues Checkoff and Agency Fee Deduction). The Union is requested to provide a copy of its statutorily required agency fee refund procedure.
3. Article 5.2 (last sentence) (Union Business). Change one hundred sixty (160) hours (20 days) to 120 hours (15 days). Add: "The Union shall be entitled to additional days at its own expense."
4. Article 5.2 (2nd sentence) (Union Business). Delete.
5. Article 5.4 (3rd sentence) (Union Business). Delete.
6. Article 6.1 (Salary Schedules). ~~Freeze the starting salary. Add two new steps to the salary schedule. Make all steps equidistant. Add an Academy Rate of \$10,000 below the starting salary. Reduce the starting salary by 15% and recalculate the salary schedule to make steps equidistant.~~
7. Article 6.4 (2nd sentence) (Shift Differential). Delete.
8. Article 8.3 (Vacation Leave). Delete.
9. Article 8.8 (Vacation Credit). The following vacation schedule shall be effective for all new hires:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>ADDITIONAL VACATION CREDITED</u>
1 year	5 days
5 years	10 days
10 years	15 days
15 years	20 days
20 years	25 days

10. ~~Article 8.9 (Vacation Schedule). Revise to provide that all vacation time shall be scheduled during the preceding year.~~
11. Article 9.4 (Holidays/207-c). Delete.
12. Article 10.3 (Personal Leave). Change seven to four.
13. Article 12.1 (Sick Leave). Change 13 and 19.5 to eight and 12. Delete for new hires and replace with so-called unlimited sick leave modeled upon the procedure in effect in New York City.

14. Article 12.1 (2nd ¶) (Sick Leave/Advance Credit). Delete.
15. Article 12.9 (2nd ¶) (Extended Absence without Pay). In the 2nd line, change “an employer” to “an employee” (housekeeping).
16. Article 12.12 (Family Sick Leave). Change 96 hours/12 days to 60 hours/five days.
17. Article 12.13 (Unused Sick Leave Buy-Out). Add that, in order to be eligible, employees must have at least 120 days of unused sick leave as of the date of retirement or resignation.
18. Article 12.13 (Retirement). Delete.
19. Article 13.2 (Overtime). Revise to provide that all overtime and compensatory time entitlements shall be provided solely in accordance with FLSA mandates.
20. Article 13.6 (Meal Allowance). Delete.
21. Article 14.2 (Health Insurance). Revise to require a 25% contribution.
22. Article 14.2 (Health Insurance). Add: “If two persons are currently receiving (or are eligible to receive) family health insurance benefits through the Town, only one will be permitted to continue to receive family level coverage.”
23. Article 14.3 (Dental Insurance). Revise to require a 25% contribution.
24. Article 14.3 (Dental Insurance). Add: “If two persons are currently receiving (or are eligible to receive) family dental benefits through the Town, only one will be permitted to continue to receive family level coverage.”
25. Article 14.4 (Retiree Health Insurance). Change eligibility requirement to 20 years of active Town service.
26. ~~Article 15 (Disciplinary Procedures)~~. Delete (illegal).
27. Article 16 (Section II) (3, 6) (Time to file a Grievance). Change 45 to 10.
28. ~~Article 16 (Arbitration)~~. Clarify the composition of the arbitration panel.
29. Article 16 (Section II) (7) (Election of Remedies). Revise to read that the grievance and arbitration procedure shall constitute a binding election of remedies with regard to the subject matter(s) of the grievance.
30. ~~Article 16 (Section III) (Step 2) (1) (Arbitration Panel)~~. Update.
31. Article 21.2 (Personnel File). Add “, provided that it was received within 10 calendar

3/26/12

days following the employee's being notified that the document is being included in the file" to the end of the paragraph.

32. Appendix A (Drug Testing). Add alcohol and steroids.
33. Medscope (207-c Procedure). Replace with the attached procedure.

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

I. PURPOSE

This procedure is intended to regulate the application for, and the award and/or termination of, benefits pursuant to the General Municipal Law Section 207-c ("GML 207-c"). It shall operate as a waiver of any other procedural rights the Town or the Association and/or its Employees may have pursuant to GML 207-c regarding the application for, and the award and/or termination of, benefits pursuant to GML Section 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge an arbitration award, as provided herein, pursuant to C.P.L.R. Article 75. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure shall supersede the preexisting provision of this procedure.

II. APPLICATION FOR BENEFITS

1. Employees shall immediately report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") shall be made on the attached Employee Injury Report form.

2. An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee's failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure. In the event these requirements cannot be met due to (i) the employee's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements shall be met immediately after the Employee is able to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the Union or a member of the employee's immediate family may file the application on the employee's behalf, provided same is accomplished on a timely basis.

3. In addition, an injury report shall be completed by the Chief or highest ranking officer on duty and filed in the Chief's Office by the end of the next regular business day following the occurrence.

III. INITIAL APPLICATION FOR GML 207-c BENEFITS

1. The Chief or designee ("the Chief") shall have exclusive authority to initially determine the employee's eligibility for benefits pursuant to GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.

2. After filing the application, the employee shall submit to one or more medical

examinations or inspections ("examinations") as provided by law. The employee shall cooperate fully with the designated physician. This shall include, but not be limited to, promptly forwarding to the Chief and the Town Attorney's Offices and designated physician all reports, data, records and other information related to the employee's injury. Failure to cooperate may result in information being excluded as specified in paragraph 5 of this Section.

3. The employee shall, along with the application for GML 207-c benefits complete, sign and submit to the Town any medical release forms requested by the Town, utilizing the existing medical release form.

4. The employee shall fully cooperate with the Town's designated physician. This shall include, but not be limited to, forwarding to the Town's designated physician all reports, data, records and other information related to the employee's injury.

5. Any reports submitted by either the Town's designated or the employee's doctor/other health care provider ("health care provider(s)") shall include the following information: (a) the exact date(s) on which the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) the duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph and which is relevant to the report may result in the health care provider's report being disregarded by the Town or the Arbitrator.

6. While a written decision (see Section III(7)) is pending on an application, time off allegedly attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged to sick leave or GML 207-c leave based on the Town's preliminary determination at the time the injury report is submitted. The Town shall forward a written copy of its preliminary determination to the employee.

7. The Chief shall render a written decision on the application for benefits within 30 calendar days after receipt of all necessary information specified above, or 90 calendar days from the date on which the application was submitted, whichever is earlier. A copy of the decision, including an explanation for the decision if it is in the negative, and the Town's designated physician's report(s), including any diagnostic reports referenced in that report, upon which the decision is based, where relevant, shall be mailed to the employee, by regular mail and certified mail, return receipt requested, at the address specified in the application.

8. If a decision is made at any time that the employee is eligible for GML 207-c benefits, then the employee shall be so categorized. Any leave previously charged to the employee due to the injury shall then be charged to GML 207-c leave and the employee shall be recredited with any leave that was previously used in lieu of GML 207-c leave. The employee's GML 207-c benefits shall continue so long as the employee remains eligible.

9. In the event the employee is not satisfied with the Chief's decision and wishes to appeal it, the employee shall file with the Town Attorney's Office, within 30 calendar days of receipt of the decision, or 35 calendar days of the date of the decision, whichever is later, a written demand for arbitration on the GML 207-c claim. The demand shall state in reasonable detail the basis (bases) for the request to have the decision reviewed. The parties to the arbitration shall be the Town and the employee. If the employee so requests, an Association representative may attend the hearing as an observer. There shall be a single arbitrator ("the arbitrator") who shall be selected in accordance with the grievance/arbitration procedure. All costs billed by the arbitrator shall be borne equally by the Town and the employee. All other costs shall be paid by the party incurring them; e.g., witnesses, exhibits, transcripts; etc.

10. The arbitrator shall have the authority to decide whether the Chief's decision was arbitrary or capricious with regard to the claim of entitlement to GML 207-c benefits. He/she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits (see Section III ("INITIAL APPLICATIONS FOR GML 207-c BENEFITS")) or whether the proceeding presents a different issue that should be decided as outlined below (see Sections IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") and V ("TERMINATION OF BENEFITS/RETURN TO DUTY")). The burdens of production, and proof by a preponderance of the evidence, shall be upon the employee, except for hearings involving Section V, where the burdens of production and proof shall be upon the Town.

11. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the collective bargaining agreement and the rules. The arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

12. The decision and award of the arbitrator shall be final and binding on the parties.

IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the employee or the Town alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section III ("INITIAL APPLICATION FOR GML 207-c BENEFITS") shall be implemented.

2. The employee shall submit to the Town Attorney's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. If such a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the Town as a GML 207-c injury, then the application for GML 207-c benefits shall be granted, provided the Chief or arbitrator otherwise finds the employee entitled to GML 207-c benefits as set forth in Section III(10, 11) ("INITIAL APPLICATION FOR GML 207-c

BENEFITS"). If no such relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section III(1-12)) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee shall submit to the Town Attorney's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the Town shall submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the Town intends to rely at the hearing immediately upon receiving same from the health care provider.

V. TERMINATION OF BENEFITS/RETURN TO DUTY

1. Upon receipt of a certification from the Town's designated physician, as set forth in Section III(5) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"), that an employee is able to perform all of the duties of his/her position, the Chief may notify the employee of same and/or the proposed termination of his/her GML 207-c benefit. The Chief shall notify the employee by serving a written notice of proposed termination, setting forth the effective date thereof, which shall be not less than two Town working days from the date of the notice, and enclosing a copy of the physician's certification, upon the employee by regular mail and certified mail, return receipt requested.

2. If the employee disagrees with the Chief's decision, he/she shall commence an appeal pursuant to the procedures outlined in Section III(9) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee shall submit to the Town Attorney's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the Town shall submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the Town intends to rely at the hearing immediately upon receiving same from the health care provider. If the employee submits, together with the appeal, a medical opinion contradicting the medical conclusion(s) of the Town's designated physician, the employee's GML 207-c benefits will be continued. Otherwise, the employee shall be immediately placed on sick leave status. If more than 60 calendar days elapse from the effective date of the Town's notification to the employee and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the employee's accrued leave time, utilizing sick leave first; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the employee and Town and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled arbitration hearing is adjourned at the request of the Town or the arbitrator, than the 60 day period shall be extended to 90 days. In the event that the employee's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision shall be recredited to the employee.

VI. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal

of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Association or the Town shall have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the arbitrator.

3. This procedure shall take effect on _____, 2011 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date. In the event a proposed "new" utilization of GML 207-c benefits after this date is based upon an injury that allegedly occurred prior to that date, the employee shall comply with the terms of Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") of this procedure within 30 calendar days after the date of the "new" injury. After the filing of the application form, the claim for utilization of GML 207-c based on a pre-_____, 2011 injury shall be decided in accordance with Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY").

4. This procedure shall also apply to any proposed change in an employee's utilization of GML 207-c benefits enjoyed as of the date of the adoption of this procedure. Any employee seeking to change his/her sick leave or GML 207-c leave status enjoyed as of the date of the adoption of this procedure must do so pursuant to the procedures outlined in Section II(1)("APPLICATION FOR BENEFITS") within 30 calendar days of the adoption of this procedure.

14

Town Proposal 2

Agency Fee Refund Procedure

Town Proposal 2

The Union is requested to provide a copy of its statutorily required agency fee refund procedure.

15

Town Proposal 3

Decrease Union Business Days

Article 5.2 (Union Business)

Subject to the needs of the Employer and on prior written request (3 business days) and approval of the

Department Head or his designee, the Union President and/or his designee

will be granted one hundred forty four

(144) hours (18 days) per year with pay, to attend to Union related business.

The PBA President and/or his designee shall be entitled to utilize the time off, even if the Union related business does not take place during his working

hours. Effective January 1, 2005, this

leave time shall be increased to one

hundred sixty (160) hours (20 days) per year.

Town Proposal 3

Change one hundred sixty (160) hours (20 days) to 120 hours (15 days). Add:

“The Union shall be entitled to additional days at its own expense.”

16

Rockland County Towns

Number of Contractual Union Business Days

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
15	20	35 days* *5 days each for President, Vice President, Secretary, Treasurer, Sergeant-At-Arms, Chairperson of the Bargaining Committee and Chairperson of the Grievance Committee solely for PBA business	0	14* *The President may transfer any of these days to a designee for PBA business Two Officers are entitled to a tour off for negotiations	3

17

Rockland County Villages with Police Departments

Number of Contractual Union Business Days

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
15	20	0	0*	0*	0*
		*Negotiations team released for negotiations	*Chairman of bargaining unit granted reasonable time off for negotiations, mediation, fact finding and arbitration	*Pres. given time off to attend PBA meetings, meetings of affiliated organizations, PERB conferences and hearings and other meetings for PBA business (Chief must approve). Negotiations team released for negotiations	

18

Projected Savings if Town Proposal 3 (Decrease Union Business Days) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal w/ Town Wage Proposal</u>	<u>Savings</u>
\$11,650	2011: \$9,238 2012: \$9,559	\$2,412 \$2,091
Total Savings (if retro to 1/1/11): \$4,503		(0.53% wage increase)

<u>2010 Cost</u>	<u>Town Proposal w/ PBA Wage Demand</u>	<u>Savings</u>
\$11,650	2011: \$9,621 2012: \$10,370	\$2,029 \$1,280
Total Savings (if retro to 1/1/11): \$3,309		(0.04% wage increase)

Calculation assumes that the Union will use 15 days in 2011 and 15 days in 2012. The value of one day is the average daily overtime rate for a PBA unit member.

19

Town Proposal 4

Decrease Union Business Days

Article 5.2 (Union Business)

Subject to the needs of the Employer and on prior written request (3 business days) and approval of the

Department Head or his designee, the Union President and/or his designee will be granted one hundred forty four

(144) hours (18 days) per year with pay, to attend to Union related business.

The PBA President and/or his designee shall be entitled to utilize the time off, even if the Union related business does not take place during his working

hours. Effective January 1, 2005, this leave time shall be increased to one hundred sixty (160) hours (20 days) per year.

Town Proposal 3

Delete second sentence

20

Rockland County Towns

Union Business Days Must Be Used during Working Hours

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Yes	No	No contract provision	N/A	No contract provision	No contract provision

21

Rockland County Villages with Police Departments Union Business Days Must Be Used during Working Hours

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Yes	No	N/A	N/A	N/A	No

22

Town Proposal 5
Re-Impose Cap on Number of PBA Negotiating Team Members
Who Can Attend Negotiations on Town Time

Article 5.4 (Union Business)

Subject to the needs of the Employer and on prior written request (3 business days) and approval of the Department Head or his designee, two (2) representatives of the negotiating team who are on duty will be permitted to attend the scheduled negotiations between the Employer and the Union. This subsection shall mean that if the Union President attends such negotiations, he shall either be one (1) of the two (2) representatives or he shall have his Union time (144) reduced accordingly when on duty. Effective January 1, 2005, all representatives of the negotiating team, who are on duty, will be permitted to attend the scheduled negotiations between the employer and the Union.

Town Proposal 5

Delete third sentence

23

Rockland County Towns All PBA Negotiating Team Members Attend Negotiations on Employer Time

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
<p>Not</p> <p>* Restricted to two members</p>	<p>Yes</p>	<p>No*</p> <p>* 40 working hours off for Chairman of the Bargaining Committee</p>	<p>No contract provision</p>	<p>No</p>	<p>No contract provision</p>

24

Rockland County Villages with Police Departments All PBA Negotiating Team Members Attend Negotiations on Employer Time

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
No*	Yes	Yes	Yes	No*	No
*Restricted to two members				*Only Chairman	

25

**Projected Savings if Town Proposal 5
(Re-Impose Cap on Number of PBA Negotiating Team Members
Who Can Attend Negotiations on Town Time) Is Awarded**

<u>Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
2010: \$93,199	\$12,317	\$80,882
Total Savings : \$161,336 (0.96% wage increase)		

Calculation assumes that the Town would not have paid for the additional team members in exchange of two to attend the negotiations.

26

Town Proposal 6
Reduce Starting Salary and Reconfigure the Salary Schedule to
Make Steps Equidistant

Town Proposal 6

Step	12/31/10	1/1/11
5 th Grade (n)	\$39,852	\$33,874
5 th Grade (c)	\$43,475	\$36,874
4 th Grade	\$52,533	\$54,177
3 rd Grade	\$65,213	\$71,400
2 nd Grade	\$77,894	\$88,623
1 st Grade	\$105,846	\$105,846
Detective	\$116,433	\$116,433
Sergeant	\$121,726	\$121,726
Detective/Sergeant	\$133,901	\$133,901
Lieutenant	\$139,985	\$139,985
Detective Lieutenant	\$153,982	\$153,982

27

Rockland County Towns Wage Increase

	Town Proposal	Clarkstown	Haverstraw	Ramapo	Stony Point
2011	0%	N/A	N/A	4% (settled 3/10/10)	N/A
2012	0%	N/A	N/A	4% (settled 3/10/10)	N/A

28

Rockland County Villages with Police Departments Wage Increase

	Town Proposal	Piermont	South Nyack	Spring Valley	Suffern
2011	0%	3% (eff. 6/1/11)	2.5% (eff. 6/1/11)	2% (eff. 6/1/11)	3.5% (eff. 6/1/11)
2012	0%	N/A	2.5% (eff. 6/1/12)	N/A	N/A

29

Projected Increased Cost if Town Proposal 6 (Reduce Starting Salary and Reconfigure Schedule) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal w/ Town Wage Proposal</u>	<u>Savings/Cost</u>
\$217,375	2011: \$184,769 2012: \$270,884	\$32,606 -\$86,115
Total Increased Cost (if retro to 1/1/11): \$53,509		(0.63% wage increase)

<u>2010 Cost</u>	<u>Town Proposal w/ PBA Wage Demand</u>	<u>Savings/Cost</u>
\$217,375	2011: \$226,615 2012: \$285,470	\$9,240 \$58,855
Total Increased Cost (if retro to 1/1/11): \$68,095		(0.82% wage increase)

Calculation assumes that the Town hired five officers in 2011 and 2012, which is the average number of officers hired per year over the last five years.

30

Projected Increased Cost if Town Proposal 6
(Wage Freeze) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal</u>	<u>Cost</u>
\$8,702,501	2011: \$9,201,011	\$498,510
	2012: \$9,520,962	\$319,951
	Total Cost (if retro to 1/1/11): \$818,461	(9.68% wage increase)

31

Town Proposal 7
Officers Covered by Line of Duty Do Not Receive Shift
Differential

Article 6.4 (Shift Differential)

Effective January 1, 1994, Officers who are regularly scheduled to work between the hours of 2300 and 0800 shall receive a Shift Differential of six percent (6%) of their regular earnings, including overtime and longevity and for all such time that the Officer is on paid status, such as vacation, holiday and paid sick, personal and bereavement leave. Officers absent while covered by Workers' Compensation shall receive the Shift Differential for a period not to exceed one (1) year.

Town Proposal 7

Delete second sentence

32

Rockland County Towns
 Officers Covered by Line of Duty Do Not Receive Shift
 Differential

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Yes	No	Yes	Yes	No contract provision	No contract provision

33

Rockland County Villages with Police Departments Officers Covered by Line of Duty Do Not Receive Shift Differential

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Yes	NO	NO CONTRACT PROVISION	NO CONTRACT PROVISION	Yes	Yes
				Roller's decision was determined to be on day shift	Roller's decision was determined to be on day shift

34

Projected Savings if Town Proposal 7
 (Officers Covered by Line of Duty Do Not Receive Shift
 Differential) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal w/ Town Wage Proposal</u>	<u>Savings</u>
\$6,259	2011: \$0 2012: \$0	\$6,259 \$6,259
Total Savings (if retro to 1/1/11): \$12,518		(0.15% wage increase)

<u>Cost w/ PBA Wage Demand</u>	<u>Town Proposal</u>	<u>Savings</u>
2011: \$7,657 2012: \$9,144	2011: \$0 2012: \$0	\$7,657 \$9,144
Total Savings (if retro to 1/1/11): \$16,801		(0.2% wage increase)

35

Town Proposal 8
Officers on GML § 207-c
Do Not Carry Over Vacation

Article 8.3 (Vacation)

An employee receiving benefits under the provisions of Section 207-c of the General Municipal Law because of a job related injury shall not be entitled to vacation time during the period of disability and in no event shall such employee receive more than fifty-two (52) weeks pay in any calendar year.

Town Proposal 8

Delete

36

Projected Savings if Town Proposal 8
 (Vacation Leave for Officers on GML § 207-c) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
\$6,664	2011: \$0	\$6,663
Total Savings (if retro to 1/1/11): \$6,663 (0.08% wage increase)		

2010 cost represents the vacation days for one employee who was on 207-c as of 12/31/10.

37

Town Proposal 9 Decrease Vacation Time for New Hires

Town Proposal 9

The following schedule shall be effective for all new hires:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE</u>	<u>ADDITIONAL VACATION CREDITED</u>
1 year	5 days
5 years	10 days
10 years	15 days
15 years	20 days
20 years	25 days

38

Rockland County Towns Vacation Time for New Hires

Years of Service	Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
0-1	8 days	8 days	8 days	10 days	0 days	6 days
1	13 days	20 days	15 days	18 days	15 days	12 days
2	13 days	22 days	15 days	18 days	15 days	12 days
3	13 days	23 days	20 days	25 days	20 days	20 days
4	13 days	28 days	30 days	25 days	20 days	20 days
5	18 days	30 days	30 days	25 days	20 days	30 days
6	18 days	30 days	30 days	25 days	20 days	30 days
7	18 days	30 days	30 days	25 days	25 days	30 days
8	18 days	30 days	30 days	25 days	25 days	30 days
9	18 days	30 days	30 days	25 days	25 days	30 days
10	23 days	36 days	30 days	30 days	30 days	30 days
11	23 days	36 days	30 days	30 days	30 days	30 days
12	23 days	36 days	30 days	30 days	30 days	30 days
13	23 days	36 days	30 days	30 days	30 days	30 days
14	23 days	36 days	30 days	30 days	30 days	30 days
15	28 days	38 days	30 days	30 days	35 days	30 days
16	28 days	38 days	30 days	30 days	35 days	30 days
17	28 days	38 days	30 days	30 days	35 days	30 days
18	28 days	38 days	30 days	30 days	35 days	30 days
19	28 days	38 days	30 days	30 days	35 days	30 days
20	33 days	38 days	30 days	30 days	35 days	30 days
21	33 days	39 days	35 days	30 days	35 days	30 days
22	33 days	40 days	35 days	30 days	35 days	30 days
23	33 days	41 days	35 days	30 days	35 days	30 days
24	33 days	42 days	35 days	30 days	35 days	30 days
25	33 days	43 days	35 days	30 days	35 days	30 days

39

Rockland County Villages with Police Departments

Vacation Time for New Hires

Years of Service	Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
0-1	8 days	8 days	10 days	5 days	0 days	0 days
1	13 days	20 days	15 days	10 days	12 days	10 days
2	13 days	22 days	15 days	15 days	12 days	10 days
3	13 days	23 days	15 days	17 days	12 days	10 days
4	13 days	28 days	15 days	20 days	15 days	15 days
5	18 days	30 days	20 days	20 days	15 days	15 days
6	18 days	30 days	20 days	20 days	20 days	20 days
7	18 days	30 days	20 days	20 days	20 days	20 days
8	18 days	30 days	25 days	20 days	25 days	25 days
9	18 days	30 days	25 days	25 days	25 days	25 days
10	23 days	36 days	25 days	25 days	25 days	25 days
11	23 days	36 days	25 days	25 days	30 days	30 days
12	23 days	36 days	25 days	25 days	30 days	30 days
13	23 days	36 days	25 days	30 days	30 days	30 days
14	23 days	36 days	30 days	30 days	30 days	30 days
15	28 days	38 days	30 days	30 days	30 days	30 days
16	28 days	38 days	30 days	30 days	30 days	30 days
17	28 days	38 days	30 days	30 days	30 days	30 days
18	28 days	38 days	30 days	30 days	30 days	30 days
19	28 days	38 days	30 days	30 days	30 days	30 days
20	33 days	38 days	30 days	30 days	30 days	30 days
21	33 days	39 days	30 days	30 days	30 days	30 days
22	33 days	40 days	30 days	30 days	30 days	30 days
23	33 days	41 days	30 days	30 days	30 days	30 days
24	33 days	42 days	30 days	30 days	30 days	30 days
25	33 days	43 days	30 days	30 days	30 days	30 days

40

Projected Savings if Town Proposal 9
 (Decrease Vacation Time for New Hires) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
\$4,660	2011: \$2,048	\$2,612
	2012: \$2,115	\$2,545
	Total Savings (if retro to 1/1/11): \$5,157	(0.06% wage increase)

Savings are based upon one employee.

Over a 25 year career, the Town will save \$101,354 per officer based upon the rates in effect in 2010.

41

Town Proposal 11

Eliminate Holidays for Officers on GML § 207-c

Article 9.4 (Holidays)

Employees receiving benefits pursuant to Section 207-c of the General Municipal Law shall be entitled to holiday pay for all holidays which occur during the time the employee is receiving said benefits up to a maximum of eighteen (18) holidays during any one episode. However, any employee who has exhausted such entitlement with the episode continuing shall be entitled to convert unused vacation accruals to holiday pay.

Town Proposal 11

Delete

42

**Projected Savings if Town Proposal 11
(Eliminate Holidays for Officers on GML § 207-c) Is Awarded**

<u>2010 Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
\$4,209	2011: \$0	\$4,209
	2012: \$0	\$4,209
	Total Savings (if retro to 1/1/11): \$8,418	(0.10% wage increase)

43

Town Proposal 12

Decrease Personal Leave

Article 10.2 (Personal Leave)

Effective January 1st of each year, each employee will be credited with seven (7) days.

Town Proposal 12

Change seven to four

44

Projected Savings if Town Proposal 12 (Decrease Personal Leave) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal w/ Town Wage Proposal</u>	<u>Savings</u>
\$564,051	2011: \$340,778 2012: \$352,628	\$223,273 \$211,423
Total Savings (if retro to 1/1/11): \$ 434,696 (5.14% wage increase)		

<u>2010 Cost</u>	<u>Town Proposal w/ PBA Wage Demand</u>	<u>Savings</u>
\$564,051	2011: \$354,900 2012: \$382,530	\$209,151 \$181,521
Total Savings (if retro to 1/1/11): \$390,672 (4.62% wage increase)		

Calculation assumes that all unit members will use their full allotment of personal days and that the Town must replace those members on overtime.

45

Town Proposal 13

Decrease Sick Leave; Unlimited Sick Leave for New Hires

Article 12.1 (Sick Leave)

Effective January 1st of each year, an employee shall accrue leave at the rate of thirteen (13) hours per completed calendar month, which equals nineteen and one-half (19.5) days per year. An employee absent due to an illness or other physical disability or for medical treatment or examination, which cannot be scheduled outside of working hours, shall continue to be paid to the extent of his/her unused sick accruals. This section shall not apply to an employee who is absent due to a disability defined in 207-c of the General Municipal Law, as the rights and entitlement of such employee shall be regulated and limited by law.

Town Proposal 13

Change 13 and 19.5 to eight and 12 respectively.

Delete for new hires and replace with so-called unlimited sick leave modeled upon the procedure in effect in New York City.

46

Projected Savings if Town Proposal 13 (Decrease Sick Leave) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal w/ Town Wage Proposal</u>	<u>Savings</u>
\$1,571,280	2011: \$1,022,344 2012: \$1,057,877	\$548,936 \$513,403
Total Savings (if retro to 1/1/11): \$1,062,339		(12.57% wage increase)

<u>2010 Cost</u>	<u>Town Proposal w/ PBA Wage Demand</u>	<u>Savings</u>
\$1,571,280	2011: \$1,064,693 2012: \$1,147,585	\$506,587 \$423,695
Total Savings (if retro to 1/1/11): \$930,282		(11% wage increase)

Calculation assumes that all unit members will use their full allotment of sick days and that the Town must replace those members on overtime.

47

Town Proposal 14

Delete Advance Sick Leave Credit

Article 12.1 (Sick Leave)

An employee entering the Department shall be entitled to an advance credit of 156 total cumulative hours which equals nineteen and one-half (19.5) days upon which to draw sick leave for said employee's own illness that prevents said employee from reporting for said employee's regularly assigned tour of duty. As said employee earns accrued sick leave in accordance with this section, the earned sick leave shall be deducted from said advance credit.

Town Proposal 14

Delete.

48

Rockland County Towns

New Officers Can Receive Advanced Credit of Sick Leave

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
No	Yes	No	Yes*	Unlimited	Yes*
			*Up to 5 days		*Up to 36 days

49

Rockland County Villages with Police Departments New Officers Can Receive Advanced Credit of Sick Leave

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
No	Yes	No	Yes*	No	No
			*Up to 12 days		

50

Town Proposal 15

Extended Absence with Pay (Housekeeping)

Article 12.9 (Sick Leave)

An employee who is out on extended absence without pay (up to one (1) year) shall not have his/her health insurance benefits paid by the Employer. However, an employer who desires to maintain his/her health insurance benefits shall pay the Employer's premium rate for that month directly to the Employer.

Town Proposal 15

In the 2nd line, change "an employer" to "an employee" (housekeeping)

51

Town Proposal 16

Decrease Family Sick Leave

Article 12.12 (Family Sick Leave)

In the event of illness or death of a member of an employee's immediate family as defined (mother, father, child, spouse, mother-in-law or father-in-law), said employee, upon notification to the Department Head or his designated representative, shall be authorized up to a maximum of 96 hours which equals twelve (12) days in one (1) calendar year or the amount of accumulated sick leave credits, whichever is less.

Town Proposal 16

Change 96 hours/12 days to
60 hours/five days

52

Rockland County Towns Family Sick Leave Days

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
5 days	12 days	No contract provision	No contract provision	3 days	12 days

53

Rockland County Villages with Police Departments Family Sick Leave Days

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
5 days	12 days	5 days	No contract provision	No contract provision	6 days

54

Projected Savings if Town Proposal 16
 (Decrease Family Sick Leave) Is Awarded

<u>2010 Cost</u>	<u>Town Proposal w/ Town Wage Proposal</u>	<u>Savings</u>
\$966,942	2011: \$425,033	\$541,909
	2012: \$438,912	\$528,030
	Total Savings (if retro to 1/1/11): \$1,069,939	(12.66% wage increase)

Calculation assumes that all employees will use their full allotment of family sick days and that they will be replaced on overtime.

55

Town Proposal 17

Establish Eligibility Criteria for Sick Leave Payout

Article 12 (Unused Sick Leave Buy-Out)

Upon an employee's retirement or resignation with twenty (20) or more years of service, or upon disability retirement, the employee shall, in addition to all other benefits due to him or her, be paid the value of his unused accumulated sick leave at the then rate of pay up to a maximum of one hundred eighty (180) days, according to, and as limited by, the following schedule:

Unused Sick Leave Days at Retirement

Days 0-30 shall be paid at 0%

Days 31-60 shall be paid at 50%

Days 61-120 shall be paid at 75%

Days 121-180 shall be paid at 100%

Town Proposal 17

Add that, in order to be eligible, employees must have at least 120 days of unused sick leave as of the date of retirement or resignation

56

**Projected Savings if Town Proposal 17
(Establish Eligibility Criteria for Sick Leave Payout) Is Awarded**

<u>Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
\$279,597	\$0	\$279,597
Total Savings: \$279,597 \$ (3.3% wage increase)		

Of the 38 officers eligible to retire, 12 do not have 120 accrued sick days. The potential cost is based upon the current contractual sick leave buyout schedule.

57

Town Proposal 18

Delete Retirement Payout Benefit

Article 12.13 (Retirement Benefit)

Members of the bargaining unit with 20 years of service with the OrangeTown Police Department retiring into the New York State Retirement System will be compensated for three days pay for each completed year of service (to be deducted from accumulated sick leave) if they provide notification of retirement 30 days in advance of retirement to the Chief of Police with the effective date of retirement to be no later than the dates provided for hereafter:

- (a) Member with 20 years or more of service on January 1, 2000 may elect to retire and receive this benefit if the effective date of retirement is between January 1, 2000 and March 31, 2000.
- (b) For members of the Department with less than 20 years of service as of January 1, 2000, they may elect to retire and receive this benefit if the effective date of retirement is within 30 days after reaching their 20 year anniversary with the OrangeTown Police Department.

Town Proposal 18

Delete

58

Rockland County Towns Retirement Payout Benefit

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
None	3 days' pay per completed year of service	No contract provision	No contract provision	No contract provision	No contract provision

59

Rockland County Villages with Police Departments Retirement Payout Benefit

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
None	3 days pay per completed year of service	No contract provision	No contract provision	No contract provision	No contract provision

60

**Projected Savings if Town Proposal 18
(Delete Retirement Payout Benefit) Is Awarded**

<u>Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
\$279,597	\$0	\$279,597
Total Savings: \$279,597	(3.3% wage increase)	

Of the 38 officers eligible to retire, 12 do not have 120 accrued sick days and would not receive 100% of the value of their accrued days. The calculation assumes that those 12 officers will elect the retirement benefit set forth in Article 12.13.

61

Town Proposal 19

Overtime to Be Paid in Accordance with FLSA

Article 13.2 (Overtime)

Required and authorized hours of work in excess of forty (40) hours in an employee's normal work schedule shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly base rate of the employee concerned. The employee, however, may elect to take compensatory time off at the overtime rate instead of each payment, but the employee must request and take the compensatory time off within the calendar quarter earned or the next calendar quarter; if requested and denied within that next calendar quarter the employee will be paid. However, a request will be denied only if the time off is not compatible with the operating needs of the Department. If the compensatory time off is not taken, then the employee will be paid in cash at the rate of pay in effect for that employee on the date the overtime was earned.

Town Proposal 19

Revise to provide that all overtime and compensatory time entitlements shall be provided solely in accordance with FLSA mandates

62

Projected Savings if Town Proposal 19 (Overtime to Be Paid in Accordance with FLSA) Is Awarded

<u>Current Cost</u>		<u>Savings</u>
\$1,762,220		\$587,371
	<u>Town Proposal</u>	
	2011: \$1,174,814	\$587,371
	2012: \$1,174,814	\$587,371
Total Projected Savings (if retro to 1/1/11): \$1,174,812 (13.9% wage increase)		

- PBA unit members work a 5:2, 5:3 schedule during which they are scheduled to work 80 hours. If a 15-day FLSA work cycle is designated, the employees will not earn overtime until after they work 92 hours.
- There are 24.3 15-day work cycles in a calendar year.
- Calculation assumes that each employee will work 92 hours per work cycle. The savings are the difference between the average overtime hourly rate and the average straight time rate for 12 hours.

63

Town Proposal 20

Delete Meal Allowance

Article 13.6 (Meal Allowance)

Employees shall be furnished a meal allowance of five dollars (\$5.00) for each four (4) hours of overtime worked.

Town Proposal 20

Delete

64

Rockland County Towns Meal Allowance

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
None	\$5 per 4 hours O/T	None	None	\$5 per 4 hours O/T	None

65

Rockland County Villages with Police Departments Meal Allowance

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
None	\$5 per 4 hours O/T	None	\$9.50 if work more than 12 consecutive hours	None	None

66

Projected Savings if Town Proposal 20
 (Delete Meal Allowance) Is Awarded

<u>Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
\$13,966	2011: \$0	\$13,966
	2012: \$0	\$13,966
	Total Savings (if retro to 1/1/11): \$27,932	(0.33% wage increase)

67

Town Proposal 21
Increase Employees' Health Insurance Contributions
for Family Plan

Article 14.2 (Health Insurance)

The Employer shall contribute one hundred percent (100%) of the health insurance premiums of a family plan for employees and dependents and/or for an individual employee(s).

Town Proposal 21

Revise to require a 25% contribution

68

**Projected Savings if Town Proposal 21
 (Increase Employees' Health Insurance Contributions
 for Family Plan) Is Awarded**

<u>Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
2011: \$1,459,892	2011: \$1,094,919	\$364,973
2012: \$1,562,084	2012: \$1,171,563	\$390,521
Total Savings (if retro to 1/1/11):	\$755,494	(8.94% wage increase)

69

Town Proposal 22

Eliminate Dual Health Insurance Coverage

Article 14.2 (Health Insurance)

The Employer shall contribute one hundred percent (100%) of the health insurance premiums of a family plan for employees and dependents and/or for an individual employee(s).

Town Proposal 22

Add: "If two persons are currently receiving (or are eligible to receive) family health insurance benefits through the Town, only one will be permitted to continue to receive family level coverage."

70

Town Proposal 23

Increase Employees' Dental Insurance Contributions

Article 14.3 (Dental Insurance)

The Employer shall contribute one hundred percent (100%) of the dental insurance premiums of a family plan for employees and dependents and/or for an individual employee(s). Effective January 1, 2003, the Town shall adopt the MetLife Dental Plan, which is attached hereto as Appendix 2. Such plan shall include family coverage. The Employer reserves the right to substitute insurance carriers, to self insure, or combination of the two, provided that the schedule of benefits is to be substantially the same as the plan currently in effect.

Town Proposal 23

Revise to require a 25% contribution

71

Rockland County Towns Employer's Dental Insurance Contribution

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
75%	100%	100%	<ul style="list-style-type: none"> • Up to \$264.00 individual • Up to \$780.00 family 	100%	100%

72

Rockland County Villages with Police Departments Employer's Dental Insurance Contribution

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
75%	100%	<ul style="list-style-type: none"> • \$900 • Employee pays 50% of dependent coverage 	100%	100%	<ul style="list-style-type: none"> • 100% for employees hired before 7/1/91 • Employees hired on or after 7/1/91 pay full cost until reach Grade 1

73

**Projected Savings if Town Proposal 23
 (Increase Employees' Dental Insurance Contributions) Is
 Awarded**

<u>Cost</u>	<u>Town Proposal</u>	<u>Savings</u>
2011: \$153,544	2011: \$115,158	\$38,386
2012: \$161,222	2012: \$120,917	\$40,305
Total Savings (if retro to 1/1/11): \$78,691		(0.93% wage increase)

74

Town Proposal 24

Eliminate Dual Dental Insurance Coverage

Article 14.3 (Dental Insurance)

The Employer shall contribute one hundred percent (100%) of the dental insurance premiums of a family plan for employees and dependents and/or for an individual employee(s). Effective January 1, 2003, the Town shall adopt the MetLife Dental Plan, which is attached hereto as Appendix 2. Such plan shall include family coverage. The Employer reserves the right to substitute insurance carriers, to self insure, or combination of the two, provided that the schedule of benefits is to be substantially the same as the plan currently in effect.

Town Proposal 24

Add: "If two persons are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage."

75

Town Proposal 25

Increase the Number of Years of Service an Employee Must Have to Receive Retiree Health Insurance

Article 14.4 (Retiree Health Insurance)

Current employees who later retire from Town service, shall be eligible for Town provided Medical Coverage upon retiring with ten (10) years' service to the Town and being granted a retirement benefit from the New York State Retirement System. New employees hired after June 19, 2007 who later retire shall not be eligible for Town provided Retiree Medical Coverage until they retire with fifteen (15) years' service to the Town and have been granted a retirement benefit from the New York State Retirement System. Those eligible for a disability retirement shall continue to be eligible without a years of service requirement

Town Proposal 25

Change eligibility requirement to 20 years of active Town service.

76

Rockland County Villages with Police Departments Number of Years of Service an Employee Must Have to Receive Retiree Health Insurance

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
20 years	<ul style="list-style-type: none"> • 10 years for employees hired on or before 6/19/07 • 15 years for Employees hired after 6/19/07 	<ul style="list-style-type: none"> • 50% contribution for employees with more than 10 years' continuous service • 100% contribution for employees with 20 or more years of service • For employees hired on or after 2/28/11, Village must be last public employer 	<ul style="list-style-type: none"> • 100% contribution for employees with 10+ years of service 	<ul style="list-style-type: none"> • 100% contribution for employees with more than 15+ years of service • 50% contribution for employees with 13+ years of service for first two years of retirement, then 100% 	<ul style="list-style-type: none"> • 100% contribution for employees who retire on or before 6/30/91 • 100% of individual for employees who retire on or after 7/1/91 with 5-20+ years of service (family contribution tied to active employees) • Eff. 6/1/01, must have 15 years of service

77

Town Proposal 27

Shorten the Time Period for Filing Grievances

Article 16 (Section II) (Time to File a Grievance)

3. No grievance shall be filed later than forty five (45) business days after the date on which the act or omission giving rise to the grievance occurred.

6. The settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand. In no event, however, shall a resolution be retroactive to a date earlier than forty-five (45) days prior to the date the grievance was first presented in accordance with this Article.

Town Proposal 27

Change 45 to 10.

78

Town Proposal 29

Grievance Procedure Is a Binding Election of Remedies

Article 16 (Section II) (Election of Remedies)

7. The grievance and arbitration procedure provided for herein shall be in addition to any other means of resolving grievances, disputes and complaints provided for by the statute or administrative procedures applicable to the Employer.

Town Proposal 29

Revise to read that the grievances and arbitration procedure shall constitute a binding election of remedies with regard to the subject matter(s) of the grievance.

79

Rockland County Towns Grievance Procedure Is a Binding Election of Remedies

Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Yes	No	No contract provision	No contract provision	No contract provision	No contract provision

80

Rockland County Villages with Police Departments Grievance Procedure Is a Binding Election of Remedies

Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Yes	No	No contract provision	No contract provision	No contract provision	No contract provision

81

Town Proposal 31

Establish Time Limit for Answering Material Placed in Personnel File

Article 21.1 (Personnel File)

There shall be only one (1) official personnel file which shall be maintained by the Employer. Upon written request to the Department Head, an employee, on his/her own time, will be permitted to examine his/her personnel file, excluding pre-employment material deemed confidential. The Department Head may reproduce for the employee, upon reasonable request, items therein. New material derogatory to the conduct, character or personality of an employee shall not be placed in the official personnel file unless the employee has had the opportunity to read said material. Upon reading said material, the employee shall sign said material. The signature will not mean that the employee agrees with the contents thereof but that the employee is cognizant of the fact. Employees shall have the right to answer any material hereinafter filed in the employee's personnel file and the employee's answer attached to the material so answered.

Town Proposal 31

Add “, provided that it was received within 10 calendar days following the employee's being notified that the document is being included in the file” to the end of the paragraph.

82

Town Proposal 32

Add Alcohol and Steroids to Drug Testing Procedure

Town Proposal 32

Add alcohol and steroids.

83

Rockland County Towns

Drug Testing Procedure Includes Alcohol and Steroids

	Town Proposal	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Alcohol	Yes	No	No	Yes	No	No
Steroids	Yes	No	No	No	No	No

84

Rockland County Villages with Police Departments Drug Testing Procedure Includes Alcohol and Steroids

	Town Proposal	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Alcohol	Yes	No	Yes	Yes	No	No
Steroids	Yes	No	No	No	No	No

85

Town Proposal 33
Revised General Municipal Law Section 207-c Procedure

Town Proposal 33

Replace existing procedure
with the attached procedure.

86

PBA Demand 1

Increase Leave Time for Union Business

PBA Demand 1

~~Subject to the needs of the Employer and on prior written request (3 business days) and approval of the Department Head or his designee, the Union President and/or his designee will be granted one hundred forty four (144) hours (18 days) thirty (30) days per year with pay, to attend to Union related business. The PBA President and/or his designee shall be entitled to utilize the time off, even if the Union related business does not take place during his working hours. The President will not be restricted by minimum manpower staffing levels when using this time. In addition, all members of the P.B.A.'s Bargaining and Grievance Committee will be entitled to forty hours (5 days) each per year with pay, to attend to Union related business. Effective January 1, 2005, this leave time shall be increased to one hundred sixty (160) hours (20 days) per year.~~

87

Rockland County Towns

Leave Time for Union Business

	PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
President	30 days	20 days	5 days	No contract provision	14 days*	3 days*
					*The President may transfer any of these days to a designee for PBA business	*Up to two other persons receive 3 days without pay solely to attend NYS Police Conference
Bargaining and Grievance Committee	5 days	0 days	5 days for Chairperson of Bargaining Committee and Chairperson of Grievance Committee solely for PBA business	No contract provision	2 Officers are entitled to a tour off during negotiations	No contract provision

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Rockland County Villages with Police Departments

Leave Time for Union Business

	PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
President	30 days	20 days	0 days	0 days	0 days* *Chairman receives time off for negotiations, mediation, fact finding and arbitration	0 days

Bargaining and Grievance Committee 5 days 0 days 0 days 0 days 0 days 0 days

89

**Projected Increased Cost if PBA Demand 1
(Increase Leave Time for Union Business) Is Awarded**

<u>2010 Cost</u>	<u>PBA Demand w/ PBA Wage Demand</u>	<u>Increased Cost</u>
\$7,767	2011: \$25,592 2012: \$27,517	\$17,825 \$19,750
Total Increase Cost (if retro to 1/1/11): \$37,575 (0.44% wage increase)		

<u>2010 Cost</u>	<u>PBA Demand w/ Town Wage Proposal</u>	<u>Increased Cost</u>
\$7,766	2011: \$24,580 2012: \$25,382	\$16,814 \$17,616
Total Increase Cost (if retro to 1/1/11): \$34,430 (0.41% wage increase)		

Calculation assumes that President used 30 days in 2011 and 2012 and that each member of the Bargaining and Grievance Committee (6 members) used five days in 2011 and 2012.

90

PBA Demand 2

Delete Three-Day Notice Requirement

to Attend Union Meetings;

Expand Who May Approve Attendance;

Expand Who May Attend Meetings

PBA Demand 2

Subject to the needs of the Employer and on prior written request (~~3 business days~~) and approval of the Department Head Supervisor, or designee, ~~any committee member of the Union~~ any member of the Union who is on duty will be permitted to attend the regularly scheduled monthly ~~union~~ PBA meeting. Any approved attendance shall not exceed one (1) hour of duty time ~~per said~~ for each monthly meeting.

91

Rockland County Towns Attendance at Union Meetings

	PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Notice to Employer	None	3 days	No contract provision	No contract provision	No contract provision	No contract provision
Request Approved by	Supervisor	Department head or designee	No contract provision	No contract provision	No contract provision	No contract provision
Who May Attend	Anyone	Committee Members	No contract provision	No contract provision	No contract provision	No contract provision

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Rockland County Villages with Police Departments Attendance at Union Meetings

	PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Notice to Employer	None	3 days	No contract provision	No contract provision	No contract provision	No contract provision
Request Approved by	Supervisor	Department head or designee	No contract provision	No contract provision	No contract provision	Chief
Who May Attend	Anyone	Committee Members	No contract provision	No contract provision	No contract provision	No contract provision

93

PBA Demand 3 Increase Salary

PBA Demand 3

Amend the current salary schedule to include a four and one quarter (4.25%) percent increase for each of the two (2) years, effective 1/11/11 and 1/1/12 across the board for all ranks, grades and designations.

94

Rockland County Towns Wage Increase

Year	PBA Demand	Clarkstown	Haverstraw	Ramapo	Stony Point
2011	4.25%	N/A	N/A	4% settled 3/10/10	N/A
2012	4.25%	N/A	N/A	4% settled 3/10/10	N/A

95

Rockland County Villages with Police Departments Wage Increase

Year	PBA Demand	Piermont	South Nyack	Spring Valley	Suffern
2011	4.25%	3% eff. 6/1/11	2.5% eff. 6/1/11	2% eff. 6/1/11	3.5% eff. 6/1/11
2012	4.25%	N/A	2.5% eff. 6/1/12	N/A	N/A

96

**Projected Increased Cost if PBA Demand 3
(Increase Salary) Is Awarded**

<u>2010 Cost</u>	<u>PBA Demand</u>	<u>Increased Cost</u>
\$8,450,901	2011: \$9,137,031	\$686,130
	2012: \$9,834,487	\$697,456
Total Increase Cost (if retro to 1/1/11): \$1,383,586 (16.37% wage increase)		

97

PBA Demand 4 Increase Longevity

PBA Demand 4

Effective January 1, 2011, increase all longevity steps awarded in the interest arbitration award, executed by the neutral arbitrator on June 20, 2007, by two hundred (\$200) dollars. Effective January 1, 2012 longevity payments shall be restructured. Members of the bargaining unit will cease receiving the longevity steps awarded in the interest arbitration award, executed by the neutral arbitrator on June 20, 2007, increased by two hundred (\$200) dollars a step as stated above. Instead, members of the unit shall receive 2% of their base salary as a longevity payment for every three (3) years of service. Such payment shall be cumulative, however, no such additional longevity steps shall be earned after the completing of 20 years. For the purpose of making this determination, the anniversary date of employment shall be deemed to be the date the member was originally appointed to the Orangetown Police Department, not the date that his/her employment became permanent.

98

PBA Demand 4

Proposed Longevity Payments

Years of Service	2010		2011		2012		2012	
		(Proposed)		(Proposed)		(Proposed)	(Proposed w/ Town Wage Proposal)	(Proposed w/ PBA Wage Demand)
3	0	0	0	2% base	\$1,357	\$1,417	\$1,417	\$1,417
4	0	0	0	2% base	\$1,621	\$1,693	\$1,693	\$1,693
5	0	0	0	2% base	\$2,202	\$2,301	\$2,301	\$2,301
6	\$2,000	\$2,200	\$2,200	4% base	\$4,405	\$4,601	\$4,601	\$4,601
7	\$2,200	\$2,400	\$2,400	4% base	\$4,405	\$4,601	\$4,601	\$4,601
8	\$2,400	\$2,600	\$2,600	4% base	\$4,405	\$4,601	\$4,601	\$4,601
9	\$2,600	\$2,800	\$2,800	6% base	\$6,607	\$6,902	\$6,902	\$6,902
10	\$2,800	\$3,000	\$3,000	6% base	\$6,607	\$6,902	\$6,902	\$6,902
11	\$3,000	\$3,200	\$3,200	6% base	\$6,607	\$6,902	\$6,902	\$6,902
12	\$3,200	\$3,400	\$3,400	8% base	\$7,709	\$9,203	\$9,203	\$9,203
13	\$3,400	\$3,600	\$3,600	8% base	\$7,709	\$9,203	\$9,203	\$9,203
14	\$3,600	\$3,800	\$3,800	8% base	\$7,709	\$9,203	\$9,203	\$9,203
15	\$3,800	\$4,000	\$4,000	10% base	\$11,012	\$11,503	\$11,503	\$11,503
16	\$4,000	\$4,200	\$4,200	10% base	\$11,012	\$11,503	\$11,503	\$11,503
17	\$4,200	\$4,400	\$4,400	10% base	\$11,012	\$11,503	\$11,503	\$11,503
18	\$4,400	\$4,600	\$4,600	12% base	\$13,215	\$13,804	\$13,804	\$13,804
19	\$4,600	\$4,800	\$4,800	12% base	\$13,215	\$13,804	\$13,804	\$13,804
20	\$4,800	\$5,000	\$5,000	12% base	\$13,215	\$13,804	\$13,804	\$13,804
21	\$5,000	\$5,200	\$5,200	12% base	\$13,215	\$13,804	\$13,804	\$13,804
22	\$5,200	\$5,400	\$5,400	12% base	\$13,215	\$13,804	\$13,804	\$13,804
23	\$5,400	\$5,600	\$5,600	12% base	\$13,215	\$13,804	\$13,804	\$13,804
24	\$5,600	\$5,800	\$5,800	12% base	\$13,215	\$13,804	\$13,804	\$13,804
25	\$5,800	\$6,000	\$6,000	12% base	\$13,215	\$13,804	\$13,804	\$13,804

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Rockland County Towns 2011 Longevity

Years of Service	2010	PBA Demand	Clarkstown (2010)	Haverstraw (2010)	Ramapo	Stony Point (2010)
3	0	0	0	0	0	\$1,325
4	0	0	0	\$1,033	\$2,315	\$1,843
5	0	0	\$4,412	\$1,033	\$2,315	\$2,073
6	\$2,000	\$2,200	\$4,412	\$2,066	\$2,315	\$4,146
7	\$2,200	\$2,400	\$4,412	\$2,066	\$4,639	\$4,146
8	\$2,400	\$2,600	\$4,412	\$2,066	\$4,639	\$4,146
9	\$2,600	\$2,800	\$4,412	\$3,099	\$4,639	\$6,219
10	\$2,800	\$3,000	\$8,824	\$3,099	\$6,945	\$6,219
11	\$3,000	\$3,200	\$8,824	\$3,099	\$6,945	\$6,219
12	\$3,200	\$3,400	\$8,824	\$4,132	\$6,945	\$8,292
13	\$3,400	\$3,600	\$8,824	\$4,132	\$9,260	\$8,292
14	\$3,600	\$3,800	\$8,824	\$4,132	\$9,260	\$8,292
15	\$3,800	\$4,000	\$13,236	\$5,165	\$9,260	\$10,365
16	\$4,000	\$4,200	\$13,236	\$5,165	\$11,575	\$10,365
17	\$4,200	\$4,400	\$13,236	\$5,165	\$11,575	\$10,365
18	\$4,400	\$4,600	\$13,236	\$6,198	\$11,575	\$12,438
19	\$4,600	\$4,800	\$13,236	\$6,198	\$13,890	\$12,438
20	\$4,800	\$5,000	\$17,648	\$6,198	\$13,890	\$12,438
21	\$5,000	\$5,200	\$17,648	\$6,198	\$13,890	\$14,511
22	\$5,200	\$5,400	\$17,648	\$6,198	\$16,205	\$14,511
23	\$5,400	\$5,600	\$17,648	\$6,198	\$16,205	\$14,511
24	\$5,600	\$5,800	\$17,648	\$6,198	\$16,205	\$16,584
25	\$5,800	\$6,000	\$17,648	\$6,198	\$18,520	\$16,584

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Rockland County Villages with Police Departments

2011 Longevity

Years of Service	2010	PBA Demand	Piermont	South Nyack	Spring Valley	Suffern
3	0	0	\$900	\$975	\$2,088	\$1,200
4	0	0	\$900	\$975	\$2,088	\$1,200
5	0	0	\$900	\$975	\$2,088	\$1,200
6	\$2,000	\$2,200	\$1,800	\$1,950	\$4,176	\$2,400
7	\$2,200	\$2,400	\$1,800	\$1,950	\$4,176	\$2,400
8	\$2,400	\$2,600	\$1,800	\$1,950	\$4,176	\$2,400
9	\$2,600	\$2,800	\$2,700	\$2,925	\$6,265	\$3,600
10	\$2,800	\$3,000	\$2,700	\$2,925	\$6,265	\$3,600
11	\$3,000	\$3,200	\$2,700	\$2,925	\$6,265	\$3,600
12	\$3,200	\$3,400	\$3,600	\$3,900	\$8,356	\$4,800
13	\$3,400	\$3,600	\$3,600	\$3,900	\$8,356	\$4,800
14	\$3,600	\$3,800	\$3,600	\$3,900	\$8,356	\$4,800
15	\$3,800	\$4,000	\$4,500	\$4,875	\$10,441	\$6,000
16	\$4,000	\$4,200	\$4,500	\$4,875	\$10,441	\$6,000
17	\$4,200	\$4,400	\$4,500	\$4,875	\$10,441	\$6,000
18	\$4,400	\$4,600	\$5,400	\$5,850	\$12,529	\$7,200
19	\$4,600	\$4,800	\$5,400	\$5,850	\$12,529	\$7,200
20	\$4,800	\$5,000	\$5,400	\$5,850	\$12,529	\$7,200
21	\$5,000	\$5,200	\$6,300	\$6,825	\$15,661	\$8,400
22	\$5,200	\$5,400	\$6,300	\$6,825	\$15,661	\$8,400
23	\$5,400	\$5,600	\$6,300	\$6,825	\$15,661	\$8,400
24	\$5,600	\$5,800	\$7,200	\$7,800	\$15,661	\$9,600
25	\$5,800	\$6,000	\$7,200	\$7,800	\$15,661	\$9,600

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Rockland County Towns 2012 Longevity

Years of Service	2010	PBA Demand Increase	PBA Wage Increase	Clarkstown (2010)	Haverstraw (2010)	Ramapo	Stony Point (2010)
3	0	\$ 0	\$ 0	0	0	0	\$1,325
4	0	\$ 0	\$ 0	0	\$1,033	\$2,408	\$1,843
5	0	\$ 0	\$ 0	\$4,412	\$1,033	\$2,408	\$2,073
6	\$2,000	\$ 0	\$ 0	\$4,412	\$2,066	\$2,408	\$4,146
7	\$2,200	\$ 0	\$ 0	\$4,412	\$2,066	\$4,816	\$4,146
8	\$2,400	\$ 0	\$ 0	\$4,412	\$2,066	\$4,816	\$4,146
9	\$2,600	\$ 0	\$ 0	\$4,412	\$3,099	\$4,816	\$6,219
10	\$2,800	\$ 0	\$ 0	\$8,824	\$3,099	\$7,224	\$6,219
11	\$3,000	\$ 0	\$ 0	\$8,824	\$3,099	\$7,224	\$6,219
12	\$3,200	\$ 0	\$ 0	\$8,824	\$4,132	\$7,224	\$8,292
13	\$3,400	\$ 0	\$ 0	\$8,824	\$4,132	\$9,632	\$8,292
14	\$3,600	\$ 0	\$ 0	\$8,824	\$4,132	\$9,632	\$8,292
15	\$3,800	\$ 0	\$ 0	\$13,236	\$5,165	\$9,632	\$10,365
16	\$4,000	\$ 0	\$ 0	\$13,236	\$5,165	\$12,040	\$10,365
17	\$4,200	\$ 0	\$ 0	\$13,236	\$5,165	\$12,040	\$10,365
18	\$4,400	\$ 0	\$ 0	\$13,236	\$6,198	\$12,040	\$12,438
19	\$4,600	\$ 0	\$ 0	\$13,236	\$6,198	\$14,448	\$12,438
20	\$4,800	\$ 0	\$ 0	\$17,648	\$6,198	\$14,448	\$12,438
21	\$5,000	\$ 0	\$ 0	\$17,648	\$6,198	\$14,448	\$14,511
22	\$5,200	\$ 0	\$ 0	\$17,648	\$6,198	\$16,856	\$14,511
23	\$5,400	\$ 0	\$ 0	\$17,648	\$6,198	\$16,856	\$14,511
24	\$5,600	\$ 0	\$ 0	\$17,648	\$6,198	\$16,856	\$16,584
25	\$5,800	\$ 0	\$ 0	\$17,648	\$6,198	\$19,264	\$16,584

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Rockland County Villages with Police Departments

2012 Longevity

Years of Service	2010	PBA Demand		Piermont	South Nyack	Spring Valley	Suffern
		PBA Wage Increase	Town Wage Increase				
3	0	\$	\$	\$925	\$975	\$1,584	\$1,200
4	0	\$	\$	\$925	\$975	\$1,699	\$1,200
5	0	\$	\$	\$925	\$975	\$2,022	\$1,200
6	\$2,000	\$	\$	\$1,850	\$1,950	\$4,176	\$2,400
7	\$2,200	\$	\$	\$1,850	\$1,950	\$4,176	\$2,400
8	\$2,400	\$	\$	\$1,850	\$1,950	\$4,176	\$2,400
9	\$2,600	\$	\$	\$2,775	\$2,925	\$6,265	\$3,600
10	\$2,800	\$	\$	\$2,775	\$2,925	\$6,265	\$3,600
11	\$3,000	\$	\$	\$2,775	\$2,925	\$6,265	\$3,600
12	\$3,200	\$	\$	\$3,700	\$3,900	\$8,356	\$4,800
13	\$3,400	\$	\$	\$3,700	\$3,900	\$8,356	\$4,800
14	\$3,600	\$	\$	\$3,700	\$3,900	\$8,356	\$4,800
15	\$3,800	\$	\$	\$4,625	\$4,875	\$10,441	\$6,000
16	\$4,000	\$	\$	\$4,625	\$4,875	\$10,441	\$6,000
17	\$4,200	\$	\$	\$4,625	\$4,875	\$10,441	\$6,000
18	\$4,400	\$	\$	\$5,550	\$5,850	\$12,529	\$7,200
19	\$4,600	\$	\$	\$5,550	\$5,850	\$12,529	\$7,200
20	\$4,800	\$	\$	\$5,550	\$5,850	\$12,529	\$7,200
21	\$5,000	\$	\$	\$6,475	\$6,825	\$15,661	\$8,400
22	\$5,200	\$	\$	\$6,475	\$6,825	\$15,661	\$8,400
23	\$5,400	\$	\$	\$6,475	\$6,825	\$15,661	\$8,400
24	\$5,600	\$	\$	\$7,400	\$7,800	\$15,661	\$9,600
25	\$5,800	\$	\$	\$7,400	\$7,800	\$15,661	\$9,600

103

Projected Increased Cost if PBA Demand 4
(Increase Longevity) Is Awarded

<u>Cost</u>	<u>PBA Demand w/ PBA Wage Demand</u>	<u>Increased Cost</u>
2011: \$280,400	2011: \$293,800	\$13,400
2012: \$290,800	2012: \$778,478	\$487,678
Total Increase Cost (if retro to 1/1/11):	\$501,078	(5.93% wage increase)

<u>Cost</u>	<u>PBA Demand w/ Town Wage Proposal</u>	<u>Increased Cost</u>
2011: \$280,400	2011: \$293,800	\$13,400
2012: \$290,800	2012: \$710,446	\$419,646
Total Increase Cost (if retro to 1/1/11):	\$433,046	(5.12% wage increase)

104

PBA Demand 5

Increase Shift Differential

PBA Demand 5

Effective January 1, 2011, Officers who are regularly scheduled to work between the hours of 2300 and 0800 shall receive a Shift Differential of ~~six percent (6%)~~ seven percent (7.0%). Effective January 1, 2012, Officers who are regularly scheduled to work between the hours of 2300 and 0800 shall receive a Shift Differential of ~~six percent (6%)~~ eight percent (8.0%). Additionally, all officers who are assigned to work on specialized squads which are assigned to work some of those hours, shall receive a proportionate annual salary increase. Payment of this night shift differential shall not be reduced when the employees are off on an official paid leave (i.e, sick leave, vacation leave, personal leave, GML § 207-c or workers' compensation for up to two (2) years).

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Rockland County Towns Shift Differential*

	PBA Demand	Orangetown	Clarkstown**	Haverstraw**	Ramapo	Stony Point**
2011	7% Town: \$7,409 PBA: \$7,724	6% Town: \$6,351 PBA: \$6,621	10% \$11,011.10	8% \$8,265.84	10% \$11,577.60	8% \$8,292.00
2012	8% Town: \$8,468 PBA: \$9,203	6% Town: \$6,351 PBA: \$6,902	10% \$11,011.10	8% \$8,265.84	10% \$12,040.70	8% \$8,292.00

*Dollar amounts are based on 1st Grade Salary.

**Based on 2010 salaries.

106

Rockland County Villages with Police Departments Shift Differential*

	PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
2011	7% Town: \$7,409 PBA: \$7,724	6% Town: \$6,351 PBA: \$6,621	5% \$5,276.55 (eff. 6/1/11)	7% \$5,657.35 (eff. 6/1/11)	5% \$5,220 (eff. 6/1/11)	10% \$11,085.38 (eff. 6/1/11)
2012	8% Town: \$8,468 PBA: \$9,203	6% Town: \$8,468 PBA: \$6,902	5% \$5,276.55 (eff. 6/1/11)	7% \$5,798.75 (eff. 6/1/12)	5% \$5,220 (eff. 6/1/11)	10% \$11,085.38 (eff. 6/1/11)

*Dollar amounts are based on 1st Grade Salary.

107

Projected Increased Cost if PBA Demand 5
(Increase Shift Differential) Is Awarded

<u>2010 Cost</u>	<u>PBA Demand w/ PBA Wage Demand</u>	<u>Increased Cost</u>
\$125,759	2011: \$164,807 2012: \$202,981	\$39,048 \$77,222
Total Increase Cost (if retro to 1/1/11): \$116,270 (1.38% wage increase)		

<u>2010 Cost</u>	<u>PBA Demand w/ Town Wage Proposal</u>	<u>Increased Cost</u>
\$125,759	2011: \$135,657 2012: \$140,390	\$9,898 \$14,631
Total Increase Cost (if retro to 1/1/11): \$24,529 (0.29% wage increase)		

108

PBA Demand 6

**Create Uniform Allowance for Uniformed Officers and
Increase Uniform Allowance for Plain Clothes Officers**

PBA Demand 6

The Employer will during the term of this Agreement provide for the cleaning of uniforms in accordance with regulations approved by the Town Board.

~~Officers assigned to plain clothes shall have their outer clothing cleaned in lieu of uniforms during the time they are in such plain clothes assignment. As an alternative, the Town shall pay annually on January 1st the sum of five hundred dollars (\$500.00) to each officer assigned to plain clothes.~~

The Town shall pay annually to each member of the bargaining unit on January 1, of each year the sum of one thousand (\$1,000.00) dollars to each officer for the maintenance of clothing for uniform officers and those to plain clothes. Plus the Department pays for dry cleaning of uniforms and plain clothes.

109

Rockland County Towns Uniform Allowance

PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
<p>\$1,000 and dry cleaning for all officers</p> <ul style="list-style-type: none"> • Town provides cleaning to all officers • Town provides either cleaning or \$1,000 to plain clothes officers 	<p>Town provides cleaning and laundering</p>	<p>Annual replacement of uniforms</p> <ul style="list-style-type: none"> • \$605 for cleaning and maintenance 	<p>Town provides cleaning and laundering, including to plain clothes and detectives</p> <ul style="list-style-type: none"> • Plain clothes and detectives also receive \$425 	<p>Annual replacement of uniforms</p>	

110

Rockland County Villages with Police Departments Uniform Allowance

PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
<p>\$1,000 and dry cleaning for all officers</p> <ul style="list-style-type: none"> • Town provides cleaning to all officers • Town provides either cleaning or \$1,000 to plain clothes officers 	<p>Village provides uniforms and cleaning</p>	<ul style="list-style-type: none"> • \$500 for Detectives • \$750 for all employees 	<ul style="list-style-type: none"> • \$325 for Detectives • \$105 for shoes • Village provides dry cleaning 	<ul style="list-style-type: none"> • \$1,500 for Detective and Youth Officer • For other employees, Village cleans pants and leather and spring jackets pursuant to set schedule 	

111

Projected Increased Cost if PBA Demand 6
(Increase Uniform Allowance) Is Awarded

<u>2010 Cost</u>	<u>PBA Demand</u>	<u>Increased Cost</u>
\$5,500	2011: \$83,000	\$77,500
	2012: \$83,000	\$77,500
Total Increase Cost (if retro to 1/1/11): \$155,000		(1.83% wage increase)

112

PBA Demand 7

Increase Equipment Allowance

PBA Demand 7

Effective January 1, 2011, members of the bargaining members of the bargaining unit shall have the amount received for purchase of equipment raised to ~~two hundred fifty dollars (\$250)~~ five hundred (\$500) dollars. Effective January 1, 2012, members of the bargaining unit shall have the amount received for purchase of equipment raised to seven hundred fifty (\$750) dollars.

This equipment allowance will apply to all members of the bargaining unit to include those who maintain the designation of detective. Payment for this equipment allowance will be made in the second pay period, on payday, of January of each year, as a separate check.

113

Rockland County Towns Equipment Allowance

	PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
2011	\$500	\$250	\$850	\$0	\$800	\$0
2012	\$750	\$250	\$850	\$0	\$800	\$0

114

Rockland County Villages with Police Departments Equipment Allowance

	PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
2011	\$500	\$250	\$0	\$0	\$0	\$0
2012	\$750	\$250	\$0	\$0	\$0	\$0

115

Projected Increased Cost if PBA Demand 7
(Increase Equipment Allowance) Is Awarded

<u>2010 Cost</u>	<u>PBA Demand</u>	<u>Increased Cost</u>
\$21,000	2011: \$42,000	\$21,000
	2012: \$63,000	\$42,000
Total Increase Cost (if retro to 1/1/11): \$63,000		(0.75% wage increase)

116

PBA Demand 8

Increase Holidays

PBA Demand 8

~~The New York State designated celebration days will apply in lieu of the former traditional dates of celebration. If any of the above holidays fall on a Sunday, the following Monday shall be observed as such holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as such holiday.~~

Lincoln's Birthday shall be deemed to be February 12th;
Washington's Birthday shall be observed on President's Day.
The day after Thanksgiving shall be added as the 13th Holiday.

117

Rockland County Towns Number of Holidays

PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
13	12	12	13	12	13

118

Rockland County Villages with Police Departments Number of Holidays

PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
13	12	13	13	12	12

119

**Projected Increased Cost if PBA Demand 8
(Increase Holidays) Is Awarded**

<u>2011 Cost</u>	<u>PBA Demand w/ PBA Wage Demand</u>	<u>Increased Cost</u>
\$423,721	2011: \$479,112	\$55,391
	2012: \$481,981	\$58,260
	Total Increase Cost (if retro to 1/1/11): \$113,651 (1.34% wage increase)	

<u>2011 Cost</u>	<u>PBA Demand w/ Town Wage Proposal</u>	<u>Increased Cost</u>
\$423,721	2011: \$459,031	\$35,310
	2012: \$460,183	\$36,462
	Total Increase Cost (if retro to 1/1/11): \$71,772 (0.85% wage increase)	

120

PBA Demand 9

Emergency Sick Leave Bank

PBA Demand 9

1. Establishment of an Emergency Sick Leave Bank. An Emergency Sick Leave Bank will be established. Each current member will donate one of their sick days each year for the next five years to the bank. Each new member of the bargaining unit will donate one of their sick days for the first five years of their employment. Any member can voluntarily donate, at any time, any amount of sick days from the members accruals to the Emergency Sick Leave Bank. Once a sick day is donated to the Bank it becomes the irrevocable property of the Bank.
2. Donation of Days from the Emergency Sick Leave Bank.
 - a. Application. When a member has a medical emergency that has caused him to expend his sick time accruals to where he only has fifteen days left in his accruals an it appears that the member will require the use of more than the remaining fifteen days of his accruals the member may apply to the Orangetown PBA for a grant of sick days from the Emergency Sick Leave Bank.
 - b. The Orangetown PBA Executive Board will consider all applications for the use of days from the Emergency Sick Leave Bank. The Orangetown PBA Executive Board will determine, in its absolute discretion, the number of sick days that a member will be granted from the Emergency Sick Leave Bank.
 - c. The member making application for the use of days from the Emergency Sick Leave Bank is required to cooperate with the Orangetown PBA Executive Board and to provide all documents requested by the Orangetown PBA Executive Board that will consider the member application. The PBA Executive Board may require all documents, to include HIPAA compliant medical authorizations for all medical records, that it deems necessary to determine the members application. If the member refuses to cooperate with the PBA Executive Board and/or refuses to provide the documents requested by the PBA Executive Board to determine the members application, the Executive Board, may, in its absolute discretion, deny the members application on that basis.
 - d. A member may make multiple applications for the use of days from the Emergency Sick Leave Bank, however, in no event will a member be granted more than the number of sick days that are required to obtain a years worth of the member's salary. Additionally, no days from the Emergency Sick Leave Bank will be used until the member has zero (0) sick days accrued.

121

Rockland County Towns Contract Includes Emergency Sick Leave Bank

PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Yes	No	No	No	No	No

122

Rockland County Villages with Police Departments Contract Includes Emergency Sick Leave Bank

PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Yes	No	No	Yes	No	No

123

PBA Demand 10 Detective Seniority Determined by Appointment Date

PBA Demand 10

Seniority among detectives will be determined by the date of their promotion to detective.

124

Rockland County Towns Method for Determining Detective Seniority

PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
Date of Promotion	Date of Hire	No contract provision	No contract provision	No contract provision	No contract provision

125

Rockland County Villages with Police Departments Method for Determining Detective Seniority

PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
Date of Promotion	Date of Hire	No contract provision	Date of hire for employees hired after 10/11/07	No contract provision	No contract provision

126

PBA Demand 11

Vacation Selected Only with PBA Unit Members

PBA Demand 11

Members of the bargaining unit will not be required to pick vacations with members of any other bargaining unit.

Members of the bargaining unit will only be required to pick vacations with other members of the bargaining unit.

127

Rockland County Towns

PBA Unit Members Select Vacations with Non-Unit Members

PBA Demand	Orangetown	Clarkstown	Haverstraw	Ramapo	Stony Point
No	Yes	No contract provision	No contract provision	No contract provision	No contract provision

128

Rockland County Villages with Police Departments PBA Unit Members Select Vacations with Non-Unit Members

PBA Demand	Orangetown	Piermont	South Nyack	Spring Valley	Suffern
No	Yes	No contract provision	No contract provision	No contract provision	No contract provision

129

Total Increased Cost if All PBA Demands Are Awarded

PBA Demand	With PBA Wage Demand	With Town Wage Proposal (where applicable)
Increase Union Business Time	\$37,575	\$34,430
Increase Salary	\$1,383,586	\$1,383,586
Increase Longevity	\$501,078	\$443,046
Increase Shift Differential	\$116,270	\$24,529
Increase Uniform Allowance	\$155,000	\$155,000
Increase Equipment Allowance	\$63,000	\$63,000
Increase Holidays	\$113,651	\$71,772
Total	\$2,370,160 (28.05% wage increase)	\$2,175,363 (25.74% wage increase)

130

Problems with Current GML §207-c Policy

The current policy is overly complex and confusing, resulting in differing interpretations by the PBA and the Town. The policy is causing unnecessary and burdensome paperwork, the scheduling (and changing or cancelling) of appointments, and unnecessary delays in obtaining a determination from the medical consultant. Here are some examples of the problems with the policy:

1. The initial determination period of "10 calendar days of notice of injury or illness" is insufficient because in most cases the Town does not have any medical records to base its determination on within that time period. This results in a denial not on the facts but due to a lack of any medical documentation. Any policy should provide that the time for the Town to make an initial determination does not start until the receipt of medical records (like in our proposed policy it is 30 days from when the Town receives medical records or 90 days from application, whichever is sooner). This provides an incentive for officers to get to the doctor as soon as possible and to see to it that the medical records get to the Town.
2. At day 11, the PBA has been immediately filing an appeal of the "adverse determination" to the designated medical consulting service. The current policy requires the Town to schedule an appointment with the medical consultant within 7 days. This often results in the Town making an appointment without the benefit of having any medical records or having actually denied the benefit. In most cases, the benefit is granted upon receipt of the medical documentation.
3. The Town and PBA disagree on the interpretation of Paragraph 6 of the policy -- with the PBA taking the position that the Town must have the Officer examined within 7 days of its election of the medical consultant services option. The Town takes the position that the policy only requires the Town to schedule an appointment within 7 days -- recognizing that the Town has no control over the availability of the independent medical group. This is currently the subject of a grievance.
4. In many instances, the medical consulting service is rendering reports that do not respond to the dispute at issue (i.e., should the Officer have returned to work light duty on a specific date). This has resulted in the Town and PBA having to submit additional requests to the medical consulting service. (Paragraphs 2(c) and (5)). The new policy should require the medical consultant to respond to the dispute or to provide a process for what happens if he does not.
5. The current policy requires any medical records being submitted to the independent medical consultant to first be screened at a joint meeting of representatives. This provision is a problem because:
 - a) It does not provide any acceptable grounds or criteria for a party to object to a record (paragraph 11);

- b) When there is a dispute about a record the policy requires that it be submitted to "third party chosen by the members." While other parts of the policy provide a list of acceptable arbitrators, no list exists for a records dispute. This resulted, in one case, with the PBA insisting that only one "third party" was acceptable - despite the Town willing to agree to any of the arbitrators listed in the other part of the policy.
 - c) This provision should be removed from any policy as it is not needed if the policy requires that all medical records obtained in accordance with the policy must be submitted to medical consultant.
6. The current policy does not address how the medical records are to be obtained or what happens if a medical professional refuses to provide the documents. Several medical professionals have not been responding to the Town's request for documents. Often the officers are obtaining the records from the doctor and submitting them to their attorney, who in turn submits them to the Town. The Town cannot verify whether the records are complete or have been altered in any way. The new policy should mandate that all medical records must be submitted to the Town and that any records not submitted shall not be considered in any GML §207-c determination. (Paragraph (11)).
7. The current policy requires the police officer to submit to a medical evaluation within 28 calendar days of the date the dispute arose whether or not all medical records are available. However, there are no guidelines for the medical consulting service. As a result, reports have been delayed due to circumstances out of the Town's control (i.e., officers brought medical records to the appointment that had not been submitted to a joint screening of the parties; the medical consultant was awaiting upon records for another medical professional). Any policy should require the medical consultant to render a determination based upon the medical records obtained pursuant to the policy.