

**TOWN OF ORANGETOWN
RTBM MEETING
TUESDAY, AUGUST 16, 2016**

This Town Board Meeting was opened at _____ p.m.

Councilman Denis Troy	_____
Councilman Thomas Diviny	_____
Councilman Paul Valentine	_____
Councilman Jerry Bottari	_____
Deputy Supervisor Allan Ryff	_____

PLEDGE OF ALLEGIANCE TO THE FLAG

- ANNOUNCEMENTS:**
- RTBM of September 13, 2016 @ 8:00 P.M. Open/Continue Public Hearing Amending Chapter 43 relating to Bulk and Use for Churches and Schools
 - RTBM of September 13, 2016 @ 8:10 P.M. Public Hearing Amending Chapter 43 § 2.2, establishing the town zoning map to change zoning district at 227 Manor Blvd, Pearl River from "CO" to "R-15"
 - *15th Anniversary of 9/11 - REMEMBRANCE SERVICE* on September 11, 2016 at 6:00 P.M. at the Town Hall Lawn Monument
(Chief Kevin Nulty – All Are Welcome)

PRESENTATIONS:

PUBLIC COMMENTS:

TOWN BOARD

**SET DATE/PUBLIC MEETING/SEPTEMBER 10,
2016 ORANGETOWN DEPTS/2017 BUDGET
PRESENTATIONS**

1. **RESOLVED**, that a public meeting is scheduled on Saturday, **September 10th**, at **8:00 a.m.**, to hear 2017 Budget Presentations, by Town Department Heads, which meeting is expected to continue through 12:00 P.M., and directs the Town Clerk to notify the public of this meeting.

TOWN BOARD

**NORTH MIDDLETOWN RD. SIDEWALK
PROJECT/ INTENT TO ASSUME LEAD AGENCY
STATUS UNDER SEQRA, AND RELATED
ACTIONS**

2. **WHEREAS**, the Town has made application for, and been awarded, the sum of \$1,899,859.00 in Transportation Enhancement Program (“TEP”) funds, on a 75% [TEP] / 25% [Town] matching basis, for the payment of the costs associated with the North Middletown Road Pedestrian Link Project, through which the Town will improve pedestrian safety along North Middletown Road by the installation of new sidewalks, center islands and other, related pedestrian safety features; and

WHEREAS, the acquisition and expenditure of such monies, and the construction of the proposed project in the manner contemplated, are actions subject to review under the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Town Board wishes to proceed with the said action, including the coordinated environmental review thereof; and

WHEREAS, James J. Dean, Town Superintendent of Highways has prepared and submitted a Short Environmental Assessment Form, Parts 1 and 2, in connection with the said action; and

WHEREAS, upon consideration of the proposed action, the Board makes the following *preliminary* determinations:

1. The proposed action is one subject to review under the State Environmental Quality Review Act (“SEQRA”);
2. The proposed action as an “Unlisted” action under SEQRA; and
3. The following are involved or interested in the review process:
 4. Federal Highway Administration;
 5. Environmental Facilities Corporation; and
 6. Rockland County Highway Department

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

TOWN BOARD

**DECLARE INTENT TO BE LEAD AGENCY AND
DIRECT CIRCULATION OF PROPOSED LOCAL
LAW, AMENDING TOWN ZONING CODE,
RELATING TO NEW CAR DEALERSHIP SERVICE
AND REPAIR FACILITIES IN NONRESIDENTIAL
ZONES WITHIN THE ROUTE 303 OVERLAY
ZONING DISTRICT**

3. **WHEREAS**, the current provisions of the Town Zoning Code prohibit new and used automotive car dealerships and automotive repair and auto body shops within the Route 303 Overlay Zoning District, effectively rendering existing, well maintained and attractive commercial establishments that provide significant commercial tax revenues non-conforming; and

WHEREAS, upon preliminary review, the Town Board is favorably disposed to providing relief from the present restrictions to existing establishments by permitting off-site repair and service facilities on separate nonresidential parcels within the Overlay District; and

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

WHEREAS, upon review of the proposed Local Law, Short Environmental Assessment Form, and related documents and filings, the Board makes the following preliminary determinations:

7. The proposed action is one subject to review under the State Environmental Quality Review Act ("SEQRA");
8. The proposed action as an "Unlisted" action; and
9. The following are involved or interested or involved agencies in the review process, or otherwise should be heard as to the proposed change:
 - Orangetown Planning Board;
 - Rockland County Department of Planning;
 - Rockland County Highway Department;
 - New York State Department of Transportation;
 - The Town of Clarkstown; and
 - The Borough of Northvale, New Jersey

TOWN BOARD, CONTINUED,

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

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

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

**SET PUBLIC HEARING ON PROPOSED LOCAL
LAW, AMENDING TOWN ZONING CODE,
RELATING TO NEW CAR DEALERSHIP SERVICE
AND REPAIR FACILITIES IN NONRESIDENTIAL
ZONES WITHIN THE ROUTE 303 OVERLAY
ZONING DISTRICT**

4. **RESOLVED** that the Town Board will hold a public hearing on September __, 2016, at _____ p.m., on a proposed Local Law, amending Chapter 43 of the Town Code entitled "Zoning", § 3.11, and the Table of General Use Regulations established thereby for the "CC" Zoning District (43 Attachment 6), at Column 4 thereof, providing for Conditional Uses by the Planning Board to add a new Conditional Use, to wit, "New dealer automobile service and repair ancillary to an existing new car dealership within the Route 303 Overlay Zoning District, subject to Chapter 43 § 13.10(B)(6)."

TOWN BOARD

**APPOINT HELEN KOVARIK/SENIOR CITIZEN
ADVISORY COMMITTEE**

5. **RESOLVED**, that the Town Board hereby appoints Helen Kovarik, to serve as a member of the Senior Citizen Advisory Committee, with term commencing August 17, 2016 and expiring on December 31, 2016.

**APPOINT JOSEPH MCKIERNAN/SENIOR CITIZEN
ADVISORY COMMITTEE**

6. **RESOLVED**, that the Town Board hereby appoints Joseph McKiernan, to serve as a member of the Senior Citizen Advisory Committee, with term commencing August 17, 2016 and expiring on December 31, 2016.

**APPROVE PILOT AGREEMENT
RAMLAND HOLDINGS LLC
1 RAMLAND ROAD, ORANGEBURG, N.Y.
(73.20-1-24)**

7. **RESOLVED**, that upon the recommendation of the Town Assessor and Town Attorney, the Supervisor is hereby authorized to execute a Payment in Lieu of Taxes Agreement ("PILOT") between and among Ramland Holdings LLC, the Pearl River School District, the County of Rockland and the County of Rockland Industrial Development Agency, relating to real property commonly known as 1 Ramland Road, Orangeburg, New York (Tax Map Designation S/B/L 73.20-1-24), for a term of ten (10) years, commencing with the 2016 tax assessment roll through and including the 2025 tax assessment roll. The within PILOT Agreement has previously been approved, and executed, by the Pearl River School District.

TOWN BOARD

**STATE AND MUNICIPALITY FUNDING GRANT –
TRAFFIC SIGNAL/CENTRAL AVENUE AND
WILLIAM STREET, PEARL RIVER/AUTHORIZE
THE TOWN SUPERVISOR TO SUBMIT GRANT
REQUEST TO OFFSET THE ESTIMATED COST OF
\$240,000.00**

8. **WHEREAS** Orangetown has committed to investing in the revitalization of its downtown hamlet centers, with Pearl River’s hamlet center to receive new sidewalks and street trees and other aesthetic improvements including moving overhead utility wires behind buildings; and

WHEREAS Orangetown is home to the oldest traffic signal in the County, located at the intersection of Central Avenue and William Street in Pearl River; and

WHEREAS the Superintendent of Highways reports that this traffic signal and pedestrian crossing is obsolete, broken, and ugly, and replacement parts can only be found through salvage markets or online auction sites, and is thus a high priority for replacement; and,

WHEREAS the cost to replace this traffic sign is approximately \$240,000; and

WHEREAS Assembly Member Ellen C. Jaffee will nominate Orangetown to receive approximately \$125,000 State and Municipality Funding for this traffic signal replacement; and

WHEREAS the Pearl River Fire District has committed to contribute up to \$1800 for the cost of the traffic signal pre-emptor device associated with this traffic signal;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD, that the Supervisor is authorized to submit this grant application on behalf of the Town, and that the Town Board is committed to financing the remaining cost of the traffic signal as necessary.

POLICE DEPARTMENT

**AUTHORIZE CHIEF OF POLICE/SIGN
STIPULATION OF SETTLEMENT/EMPLOYEE
#2756**

9. **RESOLVED**, that the Town Board authorize the Chief of Police to sign a Stipulation of Settlement on behalf of the Town of Orangetown with the Orangetown PBA and town employee #2756 defining the terms of said employee’s duty assignments, date of retirement and other obligations as stated in the agreement.

POLICE DEPARTMENT

AUTHORIZE DET. SGT. JAMES SULLIVAN TO ATTEND "DCJS PROPERTY EVIDENCE ROOM MANAGEMENT TRAINING COURSE"/ONONDAGA COUNTY, NY/SEPTEMBER 7-8, 2016

10. **RESOLVED**, that the Town Board authorize Det. Sgt. James Sullivan to attend the "DCJS Property Evidence Room Management Training Course" in Onondaga County, N.Y. September 7-8, 2016, at a cost of \$495.00 for lodging, meals and travel to be charged to account B.3120.408.16.

HIGHWAY DEPARTMENT/POLICE DEPARTMENT

APPROVE AID/TAPPAN HISTORICAL SOCIETY/COLONIAL DAY/SATURDAY, SEPTEMBER 24, 2016/RESTRICTED PARKING AND RECYCLING KIOSKS

11. **RESOLVED**, that the Town board hereby authorizes the Town of Orangetown Police and Highway Departments to lend assistance to the Tappantown Historical Society which includes the permission to restrict parking on the west side of Livingston Street in Tappan from the Police Department and the use of (6) recycling kiosks from the Highway Department for **Colonial Day** on Saturday, September 24, 2016, from 8 am to 6 pm.

HIGHWAY DEPARTMENT/POLICE DEPARTMENT

APPROVE AID/PEARL RIVER HIGH SCHOOL PTSA AND PEARL RIVER MIDDLE SCHOOL PTA/FAMILY FUN RUN/FUNDRAISER/SUNDAY, SEPTEMBER 18, 2016/BARRICADES, POLICE PRESENCE WITH CROSSING GUARD

12. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway and Police Departments to lend assistance which includes the use of barricades from the Highway Department and police presence with a crossing guard from the Police Department, for the Family Fun Run, sponsored by the PRSH PTSA and the PRMS PTA, on Sunday, September 18, 2016, from 9:30 am to 11:00 am.

HIGHWAY DEPARTMENT/POLICE DEPARTMENT

APPROVE AID/PEARL RIVER HIGH SCHOOL/PEP RALLY/FRIDAY, SEPTEMBER 30, 2016/BARRICADES, BARRELS and SAND/AUXILIARY POLICE FOR CROWD AND TRAFFIC CONTROL

13. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway and Police Departments to lend assistance to the Pearl River High School which includes the use of barricades, barrels and sand from the Highway Department and the presence of (2) Auxiliary Police Officers to assist with crowd/traffic control, for the PRHS Pep Rally on Friday, September 30th, 2016, from 7 p.m. to 10 p.m.

HIGHWAY DEPARTMENT

APPROVE TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. / GREENBUSH ROAD BICYCLE BY-PASS SURVEY

14. **RESOLVED**, that upon the recommendation of the Superintendent of Highways, the Town of Orangetown hire *TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.* to perform the survey work required for the legal descriptions and design of the Greenbush Road Bicycle By-Pass on the Blauvelt State Park Property, at a cost of \$6,800.00.

HIGHWAY DEPARTMENT

CHANGE FEES AND OTHER CHARGES/AMEND CHAPTER 27 OF THE TOWN CODE, ENTITLED, "ROAD EXCAVATIONS, DRIVEWAY AND HEAVY HAULING"

15. **WHEREAS**, Local Law No. 8-2011, authorizes the Town Board to change by resolution the fees and other charges under Chapter 27 of the Town Code, entitled "Road Excavations, Driveway and Heavy Hauling." The following changes are being proposed:

BE IT RESOLVED, that the permit fee under Article 1. Regulations Relating to Utility, Town Code § 27-2 (B) Application; fee, shall be \$175.00, which includes first inspection.

HIGHWAY DEPARTMENT, CONTINUED,

BE IT FURTHER RESOLVED that the charges under Article I. Regulations Relating to Utility, Town Code § 27-16; Rates for inspection, restoration and maintenance, shall be \$125.00 per inspection.

BE IT FURTHER RESOLVED, that the permit fee under Article II. Regulations Other Than Utility, Town Code § 27-20 (B); Application; fee, shall be \$175.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article II. Regulations Other Than Utility, Town Code § 27-23 (B); Deposits required, under shoulder and paved sidewalk, shall be changed from \$15.00 per square foot of sidewalk impacted to \$25.00 per square foot of sidewalk impacted.

BE IT FURTHER RESOLVED, that the charges under Article II. Regulations Other Than Utility, Town Code § 27-37 (A); Rates for inspection, restoration and maintenance, shall be \$125.00 per inspection.

BE IT FURTHER RESOLVED, that the charges under Article II. Regulations Other Than Utility, Town Code § 27-37 (B); Rates for inspection, restoration and maintenance shall be \$125.00 per inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveways and Construction of Connections to Town Roads, Town Code § 27-44 (A), Application fees for new driveway connections, shall be \$90.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveways and Construction of Connections to Town Roads, Town Code § 27-44 (B), Application fees for existing driveway connections, shall be \$90.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveway and Construction of Connections to Town Roads, Town Code § 27-46 (A), Road and street connections: permit, shall be \$90.00, which includes first inspection.

BE IT FURTHER RESOLVED, that the charges under Article III. Regulations for Driveway and Construction of Connections to Town Roads, Town Code § 27-46.1, Driveway inspection rates, shall be \$100.00 per inspection.

BE IT FURTHER RESOLVED, that the charges under Article IV. Regulations for Special Hauling, Town Code § 27-50 (B), Application for permit; fees, shall be \$100.00 for the application fee and the hauling fees are as follows: \$125.00 for a one month permit, \$250.00 six month permit and \$375.00 for a one year permit.

BE IT FURTHER RESOLVED, that the Appendix to Chapter 27 of the Town Code should be amended to reflect these in permit fees.

PARKS AND RECREATION

**APPROVE AID/VENTURE
FOUNDATION/MASON & SHRINER RODEO/USE
OF SHOWMOBILE/SATURDAY, SEPTEMBER 24,
2016**

16. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by Venture Foundation for their Mason & Shriner Rodeo on Saturday, September 24, 2016 and Sunday, September 25, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**APPROVE AID/SILVER SPRINGS VINEYARD
CHURCH/NOT YOUR MAMA'S CHURCH MUSIC
FESTIVAL/USE OF SHOWMOBILE/SATURDAY,
SEPTEMBER 10, 2016**

17. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by Silver Springs Vineyard Church for their Not Your Mamma's Church Music Festival on Saturday, September 10, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured

PERSONNEL

**ACCEPT/RESIGNATION/RETIREMENT/WILLIAM
J. EYBERS/PARKS AND RECREATION/BLUE
HILLGOLF COURSE**

18. **RESOLVED**, that the Town of Orangetown accepts, with regret, the resignation/retirement of **William J. Eybers**, effective August 9, 2016, after 35 years of service from the Parks and Recreation Department, both at Blue Hill Golf Course and most recently at Parks Maintenance.

NEW BUSINESS:

TOWN CLERK

ACCEPT/RECEIVE/FILE/ TOWN CLERK'S OFFICE

19. **RESOLVED**, that the following documents are accepted, received and filed in the Town Clerk's Office:

- a) Workshop Meeting minutes, 7/12/16 and Regular Town Board Meeting minutes, 7/19/16.
- b) Office of the State Comptroller, Debt Statement of the Town of Orangetown, dated July 15, 2016.
- c) Agreement with GHD Consulting Services, dated 2/19/16, for Evaluation of Sewer Flow for Pre and Post Sewer Rehabilitation Conditions.
- d) Agreement with Orange & Rockland, dated 7/26/16 for purchase and sale of street lighting facilities.
- e) Agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless, dated 8/1/16, to lease a portion of an equipment shelter and space on the tower located at 119 Route 303, Orangeburg.
- f) Lease Renewal (3rd Amendment) with Cellular Telephone Company d/b/a AT & T Wireless, Inc. for tower located on the Town Hall property.
- g) Comprehensive Annual Financial Report, Fiscal Year Ended December 31, 2015.

TOWN BOARD

CONTINUED REPRESENTATION IN CONECTION WITH WILSON ELSNER LOBBYING GROUP/NAME CHANGE TO JACKSON LEWIS COMPANY

_____ It is my/our wish that Alex represent me/us after departure from Wilson Elsner. To that end, we request, authorize and direct Wilson Elsner to release and deliver our files to Jackson Lewis for all purposes. We understand that a final bill will be sent upon transfer of the file. We agree that balances due to Wilson Elsner will be paid in the ordinary course of business.

_____ It is my/our wish that the matter remain with Wilson Elsner.

_____ It is my/our wish that the matter be transferred to the following new counsel:

_____.

(Insert new firm name and address)

_____ Signature

AUDIT

PAY VOUCHERS

RESOLVED, upon the recommendation of the Finance Director, Jeff Bencik, the Finance Office is hereby authorized to pay vouchers for the General Fund, Town Outside Village, Blue Hill, Broadacres, Highway, Sewer, Capital Projects, Risk Retention, and Special Parking Funds for a total amount of **\$2,234,770.00.**

Adjournments at _____ in memory of:

TOWN OF ORANGETOWN

DATE: August 16, 2016

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	072016	\$ 1,563.25
	072116	\$ 298,493.35 Utilities and Other
	081616	\$ 1,934,714.00
	Total	\$ 2,234,770.60

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Andrew Stewart

2017 Orangetown Budget Presentations



Saturday, September 10, 2016 - Town Hall

8:00 a.m. – 12:00 p.m.

(Coffee, Fresh Fruit and Assorted Breads Served)

8:00 a.m.–8:30 a.m.	Highway	James Dean
8:30 a.m.–8:40 a.m.	Town Clerk	Charlotte Madigan
8:40 a.m.–8:50 a.m.	Fire Prevention	Mike Bettmann
8:50 a.m.–9:30 a.m.	Parks and Recreation	Aric Gorton
9:30 a.m.–9:40 a.m.	Receiver of Taxes	Robert Simon
9:40 a.m.–10:10 a.m.	DEME	Joseph Moran
10:10 a.m.–10:20 a.m.	Justice Court	Judge Finning
10:20 a.m.–10:30 a.m.	IT	Anthony Bevelacqua

(BREAK 10:30 a.m.– 10:45 a.m.)

10:50 a.m.–11:00 a.m.	Museum	Mary Cardenas
11:00 a.m.–11:10 a.m.	Supervisor	Allan Ryff
11:10 a.m.–11:20 a.m.	Finance	Jeff Bencik
11:20 a.m.-12:00 p.m.		

The Assessor; the Building Department; Personnel; and Town Attorney will present their 2017 Budget at the WORKSHOP of September 6, 2016.

LOCAL LAW NO. __ OF 2016, AMENDING CHAPTER 43 OF THE TOWN CODE (ZONING), RELATING TO NEW CAR DEALERSHIP SERVICE AND REPAIR IN NONRESIDENTIAL ZONES WITHIN THE ROUTE 303 OVERLAY ZONING DISTRICT

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

Section 1: Chapter 43 of the Town Code entitled "Zoning", § 3.11 and the Table of General Use Regulation established thereby for the "CC" Zoning District (43 Attachment 6), at Column 4 thereof, providing for Conditional Uses by the Planning Board, shall be amended to add a new Conditional Use, as follows:

- 9. New dealer automobile service and repair, ancillary to an existing new car dealership, within the Route 303 Overlay Zoning District, subject to Chapter 43 § 13.10(B)(6).

Section 2: Amend Chapter 43 of the Town Code, § 13.10(B)(6), relating to "Nonresidential areas" within the Route 303 Overlay Zoning District, to permit repair and service facilities ancillary to an existing new car dealership within the Route 303 Overlay Zoning District on a separate nonresidential parcel also located within the Route 303 Zoning District, subject to conditions. As amended, § 13.10(B)(6) shall read as follows:

- (6) New and used automotive car dealerships; automotive repair and auto body shops; gasoline filling stations; outside commercial storage of five or more automobiles; buses, trucks, tractors, trailers, or other vehicles on any particular lot shall be prohibited. Notwithstanding the aforesaid, or any other provision of this Chapter 43 to the contrary, automobile service/repair facilities shall be permitted in any non-residential zoning district within the Route 303 Overlay Zoning District, subject to all required land use board approvals, provided that (i) any such service/repair facility is ancillary to an existing new car dealership located on any other parcel within the Overlay Zoning District; and (ii) all service/repair work takes place within a completely enclosed building.

Section 3: This local law shall take effect immediately upon filing with the Secretary of State

To: Supervisor Andy Stewart and Town Board

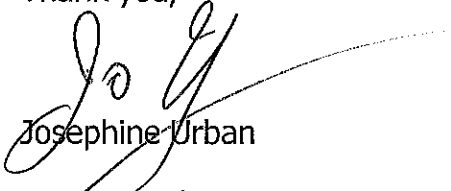
From: Josephine Urban, Senior Leader of the Senior Citizen Advisory Committee

Date: August 9, 2016

Gentlemen:

Please be advised that our Senior Citizen Advisory Committee meeting today, August 9, 2016, we have decided to nominate *Helen Kovarik* to the Senior Citizen Advisory Committee, and that the Town Board appoint her at your next Town Board Meeting.

Thank you,



Josephine Urban
Senior Leader

To: Supervisor Andy Stewart and Town Board

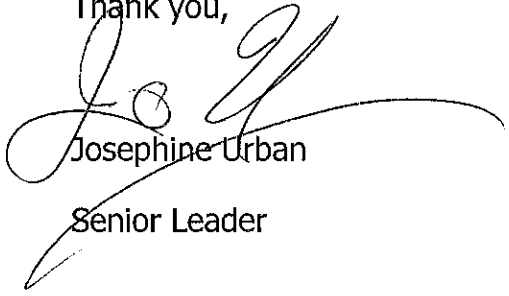
From: Josephine Urban, Senior Leader of the Senior Citizen Advisory Committee

Date: August 9, 2016

Gentlemen:

Please be advised that our Senior Citizen Advisory Committee meeting today, August 9, 2016, we have decided to nominate *Joseph McKiernan* to the Senior Citizen Advisory Committee, and that the Town Board appoint her at your next Town Board Meeting.

Thank you,



Josephine Urban
Senior Leader

#7

RECEIVED JAN 11 2016

Montalbano, Condon & Frank, P.C.
MCF
ATTORNEYS AND COUNSELORS AT LAW

Richard H. Sarajian*
Alan G. Rosenblatt
Brian J. Quinn
John E. Finnegan
David Warren*
Charlotte G. Swift*

*Kurt E. Johnson
Martin Butcher
**Andrew Ross
*Paul W. Valentine, Jr.

67 North Main Street • New City, New York 10956-8070

PHONE (845) 634-7010 FAX (845) 634-8993

OF COUNSEL:
Anthony Montalbano
Thomas A. Condon
William Frank

*ADMITTED IN NY & NJ
**ADMITTED IN NY & MA

January 7, 2016

Antonio Reda, Esq.
Assistant County Attorney
County of Rockland
11 New Hempstead Road
New City, NY 10956

Brian Kenney, Assessor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Marco F. Pochintesta
Superintendent of School
Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10962

David Shaw, Esq.
Shaw Perelson May & Lambert, LLP
Attorney for Pearl River School District
21 Van Wagner Road
Poughkeepsie, NY 12603

Andy Stewart, Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Stephen Friedberg, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and
Popeo, P.C.
666 Third Avenue
New York, NY 10017

John S. Edwards, Esq.
Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Donald Brenner, Esq.
4 Independence Avenue
Tappan, NY 10983

Re: **Payment in Lieu of Taxes Agreement ("PILOT Agreement")
County of Rockland Industrial Development Agency ("IDA") and
Ramland Holdings LLC ("Lessee")
Premises: One Ramland Road, Orangeburg, New York 10962**

Ladies and Gentlemen:

Enclosed please find the draft of the proposed PILOT Agreement with respect to the above-referenced IDA Project. I would appreciate it if you would review the same at your earliest

convenience and let me have your comments, if any, with respect to any additions or questions that you may have. Upon receipt of all comments, the PILOT Agreement will then be finalized and circulated for execution by the parties.

I look forward to hearing from you at your earliest convenience.

Sincerely,

MONTALBANO, CONDON & FRANK, P.C.



Brian J. Quinn

BJQ/br

Enclosure

cc: Steven H. Porath (Via Electronic Mail with Enclosure)

#7

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of _____, 2016, by and between **RAMLAND HOLDINGS LLC**, a New Jersey limited liability company duly registered and authorized to transact business in the State of New York, with an office at 96 Freneau Avenue, Matawan, New Jersey 07747 (" Lessee"), the **TOWN OF ORANGETOWN**, (the "Town"), 26 Orangeburg Road, Orangeburg, New York 10962, the **PEARL RIVER SCHOOL DISTRICT**, 135 West Crooked Hill Road, Pearl River, New York 10965 (the "School District"), the **COUNTY OF ROCKLAND**, 11 New Hempstead Road, New City, New York 10956 (the "County") and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at Two Blue Hill Plaza, Pearl River, New York 10965 (the "Agency").

WITNESSETH

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorized and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, furnish and dispose of one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, civic, research, and commercial facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act"), the County of Rockland Industrial Development Agency which has been created and established pursuant thereto for the benefit of the County of Rockland proposes to undertake the acquisition and financing of the project described below; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with Lessee for a commercial "project" within the meaning of the Act (the "Project"); and

WHEREAS, the Project will consist of the Lessee's renovation of an existing building and the Lessee's acquisition and installation thereto of certain machinery, fixtures, furnishings and equipment related thereto, all to be used for a data co-location center, which Project is located at 1 Ramland Road, Orangeburg, Town of Orangetown, in the Pearl River School District, being shown and designated on the Tax Map of the Town of Orangetown as Section 73.20, Block 1, Lot 24 (the land and the building and site improvements, together constituting the "Project Realty") (said land being more fully described on Exhibit "A" attached); and

WHEREAS, to facilitate the Project, the Agency has entered into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy by which the Agency acquired a leasehold interest in and to the Project Realty ("Head Lease") and the Agency leased to Ramland Holdings LLC, as Lessee, the Agency's interest in the Project (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements owned by it; and

WHEREAS, pursuant to Section 925-1 of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, School District, and Lessee (collectively, the "Affected Taxing Jurisdictions") which sum shall be paid by Lessee to the Affected Taxing Jurisdictions ("PILOT Payments); and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered into in connection with the transfer to the Agency of a leasehold interest in the Project Realty and the Agency entering into a "straight lease" transaction (the "Straight Lease Transaction") with Lessee.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency and Lessee with respect to the Project, Lessee, the County, Town, School District and the Agency hereby formally agree as follows:

1. Lessee hereby covenants and agrees to pay or have paid on its behalf, so long as the Agency is the lessee of the Project, PILOT Payments to the County, Town and School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created ("Special District Taxes"), as they now pay or would pay in accordance with the Real Property Tax Law.
2. The Project is to be assessed in the same manner as other similar properties in the Town, by the Town Assessor for the Town and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".
3. Lessee acknowledges, agrees and accepts the present assessed valuation of the Project Realty constituting part of the Project and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Project Realty, except as to the assessment adjustments to be made as of March 1, 2016 as hereinafter set forth in Paragraph 7 of this Agreement, so long as the assessed valuation does not change, using as a basis the 2015 assessed value of the Project Realty, as adjusted and modified by Paragraph 7 of

this Agreement, pursuant to the provisions of Article 19 of the Real Property Tax Law for each current parcel of the Project Realty as published in the assessment roll of the Town of Orangetown. For the purposes of this paragraph, a change in assessed valuation as a consequence of a Town or County-wide revaluation shall not be considered a change in the assessed valuation as long as the assessed valuation of the subject property does not increase relative to the total taxable assessment base in the Town of Orangetown. Any change in assessed valuation reflecting "additional construction", as provided for in Paragraph 18 of this Agreement, shall not be considered a "change in assessment" for the purposes of this Paragraph.

4. Lessee agrees to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, Town and School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, Town and School District shall notify or cause Lessee to receive notice from each thereof or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event Lessee shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Lessee until fully paid and Lessee agrees to pay the same to the Affected Taxing Jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

5. Notwithstanding any other provision of this Agreement, the Lessee acknowledges and agrees that the County is a party to this Agreement solely for notice and collection/payment purposes. Lessee agrees to pay the full amount of the County tax which Lessee would have paid if the Agency were not involved in the project. Lessee further agrees that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of paragraph 4 of this Agreement.

6. Lessee agrees to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the lessee of record of the Project Realty determined pursuant to the provisions of the Real Property Tax Law (the "PILOT Commencement Date") expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period".

7. (a) Commencing on the PILOT Commencement Date, Lessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty, using as a basis the assessed value of \$6,367,500.00 which shall remain at \$6,367,500.00 throughout the term of this PILOT Agreement for years one (1) through ten (10) of the Pilot Period.

(b) Lessee agrees that the amounts payable by them or on their behalf as PILOT Payments for each year of the PILOT Period, of ten (10) consecutive years from the PILOT Commencement Date to the PILOT Termination Date, shall be determined by

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multiplying the tax rate for the then current tax levy by the assessed valuation of the Project Realty as reduced pursuant to the formulae set forth in Paragraph 7(a) above.

8. For the purposes of this Agreement, the applicable tax fiscal year for the State, County and Town Tax shall be the calendar year, January 1 through December 31, commencing January 1, 2016, and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2016. All PILOT payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town and School District.

9. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the tenth (10th) anniversary of the PILOT Commencement Date or (iii) the date the Agency no longer has a leasehold interest in the Project Realty.

10. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of Lessee to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement; or

(b) Failure of Lessee to comply with the terms of the PILOT Escrow Agreement pursuant to Paragraph 21 of this Agreement; or

(c) An Event of Default under the Head Lease, Lease Agreement or any other agreement executed by Lessee in connection with the Straight Lease Transaction.

(d) In the event a default under subparagraphs (a) or (b) occurs, and the Agency or the Affected Taxing Jurisdictions elect to terminate this Agreement, the Agency shall simultaneously provide additional notice to the mortgagee of such event. Provided there exists no other Event of Default, the mortgagee shall thereafter have a thirty (30) day period in which to request, in writing, that the Agency not terminate this Agreement. In the event a mortgagee provides such written request to the Agency, then, subject to mortgagee's agreement and payment of, all past due amounts due pursuant to the PILOT Agreement and any Rental Payments due pursuant to the Lease Agreement and provided the mortgagee thereafter pays such additional PILOT and Rental Payments on or before the due date, the Agency and the Affected Taxing Jurisdictions shall not terminate this Agreement. In the event there occurs any other Event of Default or there subsequently occurs another, or different, Event of Default specified in the Lease Agreement, nothing shall prevent the Agency from terminating the Lease Agreement and this Agreement. However, in such event, the Agency shall provide ten (10) days prior written notice to the mortgagee of such event.

11. Prior to the PILOT Termination Date, the PILOT Escrow Agent (as hereinafter defined) shall notify the parties to this Agreement of the date upon which the PILOT Period is scheduled to terminate (the "PILOT Termination Notice"). The PILOT Escrow Agent, if

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required, shall calculate and apply that portion of the PILOT Payments to each of the Affected Taxing Jurisdictions (State, County, Town and School District) and then shall apportion and adjust the PILOT Payments to be paid with respect to the balance of the tax fiscal year to each of the Affected Taxing Jurisdictions to an amount equal to the full real property and school taxes that Lessee would have been required to pay as the owner of the Project Realty. The PILOT Termination Notice shall set forth such calculations and apportionments. After the PILOT Termination Date and until such time as the Project Realty is recorded on the tax rolls of the Town as no longer being leased by the Agency, Lessee agrees to make PILOT Payments in such amounts and at such times as would be due if the Project Realty were privately owned by a for-profit entity with no Agency participation. If this Agreement is terminated prior to the tenth (10th) anniversary of the PILOT Commencement Date, Lessee shall receive a credit from the appropriate taxing authority toward the amount due in such year equal to that portion of the PILOT Payments allocable to the period of time following the PILOT Termination Date. Notwithstanding anything to the contrary contained in the foregoing, with respect to the last year of the PILOT Period, Lessee may prorate its PILOT Payments on the basis of the actual period the Agency is the lessee so that there shall exist no period of time for which Lessee is obligated to make PILOT Payments in addition to actual tax payments to which the Project Realty is subject under current law, at the time of reconveyance to the Lessee.

12. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the duties and obligations contained herein. The Agency hereby appoints the ~~Director of Finance, Town of Orangetown~~, to act as the PILOT Escrow Agent. Lessee agrees to pay the PILOT Payments when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York or via the automatic clearing house ("ACH") or such other expedient automatic electronic deduction from the Lessee's bank account. ~~The County, Town and School District consent to and agree that the Director of Finance, Town of Orangetown, shall act as their PILOT Escrow Agent pursuant to this Agreement, and shall allocate and pay to the School District, County, and Town their respective payments as and when received.~~

13. Lessee shall also make payments to the PILOT Escrow Agent in respect of Special District Taxes from the date the Agency acquires a leasehold interest in the Project Realty as required by the Affected Taxing Jurisdictions or Special District. Nothing contained herein shall exempt Lessee from paying all fire district taxes, special district benefits-assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Project Realty or which may subsequently be imposed on the Project Realty in the future.

14. It is agreed that Lessee shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Project Realty as if the taxes were levied against Lessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3 and Paragraph 7. Lessee shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts they hereby obligate themselves to pay in lieu of taxes, including judicial appeal thereof, as if they were a property owner not exempt from taxation. The Agency shall join in any proceeding for

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obtaining relief under this paragraph to the extent that the Agency's consent is required for Lessee to undertake such procedure provided, however, that Lessee shall continue to make PILOT Payments required hereunder.

15. The benefits and obligations of Lessee under this Agreement shall not be assigned without the written consent of the County, Town, School District and the Agency.

16. In the event any part of the Agency's interest in the Project Realty is transferred from the Agency to Lessee or another party, the provisions of New York State Real Property Tax Law §520 shall apply.

17. It is understood and agreed by the parties to this Agreement that the Agency, the County, Town and School District are entering into this Agreement in order to provide financial assistance to Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Lessee hereby agrees that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Lessee shall pay to the PILOT Escrow Agent as a return of public benefits conferred by the Agency as follows ("Recapture of Benefits"):

(a) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first four (4) years after the PILOT Commencement Date;

(b) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5th or 6th year after the PILOT Commencement Date;

(c) ~~sixty percent (60%)~~ of the Benefits if the Recapture Event occurs during the 7th or 8th year after the PILOT Commencement Date;

(d) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9th year after the PILOT Commencement Date;

(e) zero percent (0%) of the Benefits if the Recapture Event occurs during the 10th year or thereafter after the PILOT Commencement Date.

The PILOT Escrow Agent shall then allocate and pay to the County, Town and School District their respective share of the Benefits when received.

The term "Benefits" shall mean, collectively all real estate tax benefits which have accrued to the benefit of the Lessee during such time as the Agency was the lessee of the Facility, such tax benefits to be computed by subtracting the PILOT payments paid under and pursuant to the terms of this PILOT Agreement and any other assessments or payments from those payments which the Lessee would have been required to pay if they had been the owner of the Project Realty with no Agency participation, together with a late fee of five (5%) percent of the amount not timely paid for each month or part thereof that any payment due hereunder is delinquent and interest at the rate of one percent (1%) per month on the amount calculated due hereunder from the PILOT Commencement Date of this Agreement to the date of Recapture of

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Benefits are paid. Said payment to include the expenses, costs and disbursements and reasonable attorneys' fees necessary to collect the amounts due hereunder.

The term "Recapture Event" shall mean any of the following events:

(a) Lessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its sole reasonable discretion;

(b) Lessee shall have ceased all or substantially all of its operations at the Project Realty (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);

(c) Lessee shall have transferred all or substantially all of its employees to a location outside of the County;

(d) Lessee shall have effected a substantial change in the scope and the nature of the operations of Lessee at the Project Realty, as determined by the Agency in its sole discretion;

(e) Lessee shall have subleased all or any portion of the Project Realty without the prior written consent of the Agency, except in connection with a sublease to any corporation or other entity which shall be an affiliate, subsidiary or parent of Lessee or in connection with any Approved Subleases in accordance with Section 9.2(f) of the Lease Agreement;

(f) Lessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Project Realty, except in connection with a transfer or other disposition to any corporation or other entity into or with which Lessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee;

(g) Lessee shall have defaulted under the terms of the Head Lease, Lease or Sublease Agreements or under any document executed by Lessee in connection with the Straight Lease Transaction beyond any applicable notice and cure period;

(h) An Event of Default shall have occurred, subject to any notice provisions and right to cure; or

(i) Lessee fails to make PILOT Payments as required, unless the mortgagee pays such amounts pursuant to Paragraph 10 (d) herein.

For purposes of subparagraphs (e) and (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Lessee. A successor of Lessee shall mean (i) a corporation or other entity into which or with which Lessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the

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instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Lessee and assumes all the obligations and liabilities of Lessee under any promissory notes issued in connection with the Project and under the Lease.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Realty, or (ii) the inability at law of Lessee to rebuild, repair, restore or replace the Project Realty after the occurrence of a Loss Event (as that term is defined in the "Lease Agreement") to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Lessee or any affiliate.

Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Realty or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

In the event a Recapture of Benefits event shall occur, the Lessee shall pay to the Agency a sum equal to one percent (1%) of the Benefits recaptured as a result of the early termination of this Agreement.

The provisions of this Paragraph 17 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

18. Lessee specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by Lessee, or any third party upon the Project Realty shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District, Town and County, the additional construction on the Project Realty shall no longer be entitled to the Benefits provided in Paragraph 7 of this Agreement and Lessee shall thereafter make PILOT Payments for the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

19. The County, Town and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

20. Obligations arising out of this Agreement are solely the responsibility of Lessee and not the Agency and are payable out of receipts, funds or other monies of Lessee.

21. (a) As security for the PILOT Payments or other payments required pursuant to this Agreement, Lessee shall obtain a direct pay letter of credit ("PILOT Letter of Credit") in an amount equal to the real estate taxes and school taxes which would be due and payable with respect to the first year of the PILOT Period if Lessee is the record owner of the Project.

PILOT Letter of Credit shall mean a letter of credit in favor of the PILOT Escrow Agent that (i) is issued by a bank authorized to do business in the State and whose long-term unsecured obligations are rated at least A- by Standard & Poor's Rating Services ("S&P") and A3 by Moody's Investors Service ("Moody's"), (ii) having at the time of delivery, a term of at least one year, (iii) authorizes the PILOT Escrow Agent to draw up to the full amount thereof upon receipt by the issuing bank (the "Issuing Bank") of a certification signed by the PILOT Escrow Agent that amounts payable by Lessee under this Agreement are past due, (iv) authorizes the PILOT Escrow Agent to draw up to the full amount thereof at any time during the fifteen-day period prior to the expiration thereof if the then-existing PILOT Letter of Credit has not been extended for a term of one year or replaced by a substitute PILOT Letter of Credit satisfactory to the PILOT Escrow Agent on or prior to such fifteen-day period and (v) authorizes the PILOT Escrow Agent to draw up to the full amount thereof if, within thirty (30) days following receipt by Lessee of notice from the PILOT Escrow Agent that the long-term unsecured obligations of the issuer of the PILOT Letter of Credit have fallen below A- by S&P or A3 by Moody's and Lessee shall not have delivered to the PILOT Escrow Agent a replacement PILOT Letter of Credit satisfactory to the PILOT Escrow Agent and the Agency.

The PILOT Escrow Agent's recourse against the PILOT Letter of Credit shall neither limit nor preclude the Agency, County, Town and School District from exercising any and all remedies available under this Agreement by reason of Lessee's failure to make any payments due under Paragraph 6 or as elsewhere required in this Agreement. The PILOT Letter of Credit shall be in a form and provide for terms reasonably and customarily provided in similar letters of credit and in a form satisfactory to the PILOT Escrow Agent and the Agency.

(b) In the event the Affected Taxing Jurisdictions consent, in writing, to waive the requirement for the PILOT Letter of Credit, and provided further that a letter is delivered from the holder of any mortgage that is a lien in the Project Realty ("Mortgagee"), confirming the Mortgagee is escrowing for and shall pay when due, the PILOT Payments, the Agency shall also waive such requirement. However, nothing herein shall prevent the Agency and the Affected Taxing Jurisdictions from requiring the delivery of the PILOT Letter of Credit in the event of a default in remitting any PILOT Payments due herein, after ten (10) days' notice in writing with right to cure.

22. (a) Lessee shall at all times protect and hold the Agency, the County, Town and School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, County, Town and School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Lessee, or performance by the Indemnified Party or Lessee of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Lessee agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

23. This Agreement may not be modified, amended, supplanted or changed without the written consent of Lessee, the County, Town, School District and the Agency.

24. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

- (a) ~~if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, Two Blue Hill Plaza, Pearl River, New York 10965 with a copy to the Executive Director of the Agency at the same address, and to Montalbano, Condon & Frank, P.C., 67 North Main Street, New City, New York 10956, Attn.: Brian J. Quinn, Esq., Fax: (845)634-8993.~~
- (b) if to Lessee, to Ramland Holdings LLC, 96 Freneau Avenue, Matawan, New Jersey 07747; Attention: Patrick Hynes; Fax: 732-441-7020; with a copy to Donald Brenner, Esq., 4 Independence Avenue, Tappan, New York 10983, Fax: 845-359-8070; and with a further copy to Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 666 Third Avenue, New York, New York 10017, Attention: Stephen J. Gulotta, Jr., Esq..
- (d) if to School District, to Pearl River School District, 135 West Crooked Hill Road, Pearl River, New York 10965, Attention: Superintendent; Fax: (845)620-3927.
- (e) if to Town, to Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, Attention: Supervisor; Fax: (845)359-5126.
- (f) if to County, to County Office Building, 11 New Hempstead Road, New City, New York 10956, Attention: County Executive; Fax: (845)638-5856.
- (g) if to PILOT Escrow Agent, to Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, Attention: Director of Finance; Fax: (845)359-2623.

The Agency, County, Town, School District, Lessee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may

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expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

26. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard of giving effect to the principles of conflicts of law thereof.

27. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

RAMLAND HOLDINGS LLC
a New Jersey limited liability company
By: Ramland Holdings II, LLC, a Delaware,
limited liability company, its managing member

By: _____

Name: Patrick Hynes
Title: Vice-President

LESSEE

STATE OF NEW YORK)

)ss:

COUNTY OF ROCKLAND)

On the day of in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **PATRICK HYNES**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

TOWN OF ORANGETOWN

By:

Name: Andrew Stewart

Title: Supervisor

TOWN OF ORANGETOWN - SUPERVISOR

STATE OF NEW-YORK)

)ss.:

COUNTY OF ROCKLAND)

On the _____ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **ANDREW STEWART**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS:

PEARL RIVER SCHOOL DISTRICT

By:

Name: Marco F. Pochintesta
Title: Superintendent

SCHOOL DISTRICT - SUPERINTENDENT

STATE OF NEW YORK)

)ss.:

COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **MARCO F. POCHINTESTA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

COUNTY OF ROCKLAND

ATTEST/WITNESS

, Clerk to the
Rockland County Legislature

By: _____
Name: Edwin J. Day
Title: County Executive

COUNTY OF ROCKLAND – COUNTY EXECUTIVE

STATE OF NEW YORK)

)ss.:

COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **EDWIN J. DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS:

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT
AGENCY

By:

Name: Steven H. Porath
Title: Executive Director

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

STATE OF NEW YORK)

)ss.:

COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared STEVEN H. PORATH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**ACCEPTED AND CONSENTED TO:
PILOT ESCROW AGENT**

**Town of Orangetown,
Director of Finance**

By: _____
Name: Jeffrey Bencik
Title: Director of Finance

DIRECTOR OF FINANCE - TOWN OF ORANGETOWN

STATE OF NEW YORK)

)ss.

COUNTY OF ROCKLAND)

On the ___ day of _____ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **JEFFREY BENCIK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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SCHEDULE A
(Description)

Overall Description

All that certain plot, piece or parcel of land, situate, lying and being in Orangeburg, Town of Orangetown, Rockland County, New York, a portion of which is shown and designated as Lot 1 on a certain map entitled "Ramland II for Ramland Properties, Inc. on Amendment to Map 4122, Book 81, Page 57", said amended map having been filed in the Rockland County Clerk's Office on 3/14/1972 as Map 4255, Book 83, Page 53, which said lot on the said filed map together with an additional portion of lands are more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Blaisdell Road (as widened) at the northerly end of a curve connecting the easterly side of Blaisdell Road with the northerly side of Ramland Road;

RUNNING THENCE along said easterly side of Blaisdell Road the following five (5) courses and distances:

N 05° 00' 47" E distant 31.52 feet; thence

N 00° 02' 32" E distant 298.32 feet; thence

N 00° 02' 32" E distant 53.59 feet; thence

N 04° 28' 19" E distant 263.19 feet; thence

N 15° 46' 38" E distant 263.64 feet to the northwest corner of the premises; thence

S 79° 05' 29" E distant 184.16 feet; thence

S 77° 13' 35" E distant 282.26 feet; thence

S 76° 41' 45" E distant 327.56 feet; thence

S 76° 38' 35" E distant 241.77 feet; thence

S 78° 37' 05" E distant 193.64 feet; thence

S 76° 41' 05" E distant 301.37 feet; thence

S 75° 45' 35" E distant 187.03 feet; thence

S 76° 51' 35" E distant 349.32 feet to the northeast corner of the premises; thence

S 12° 57' 54" W distant 373.60 feet; thence

S 39° 18' 40" E distant 54.12 feet; thence

FOR CONVEYANCING ONLY, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

#7

SCHEDULE A
(Description)

N 78° 08' 58" W distant 956.83 feet; thence

S 10° 25' 47" W distant 308.00 feet; thence

S 13° 54' 55" E 171.59 feet to the northerly line of Ramland Road; thence

Along the northerly line of Ramland Road, N 79° 34' 13" W distant 1,094.90 feet to the extreme westerly end of a curve connecting the northerly side of Ramland Road and the easterly side of Blaisdell Road; thence

Along the arc of the aforesaid curve to the right having a radius of 40.00 feet and an arc length of 59.05 feet to the easterly side of Blaisdell Road, back to the point or place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 1 Ramland Road & 283-295 Blaisdell Road, Orangeburg, NY.

Town of Orangetown

Town Hall 26 Orangeburg Road • Orangeburg NY, 10962

Telephone: (845) 359-5100 ext. 2261 • Fax: (845) 359-2623

e-mail: supervisor@orangetown.com

website: www.orangetown.com



Andrew Y. Stewart, Ph.D.
Supervisor

August 8, 2016

Hon. Ellen C. Jaffee
Member of the NY State Assembly
One Blue Hill Plaza, Box 1549
Pearl River, New York 10965

Re: Funding Request - Replace Orangetown's Oldest Traffic Signal

Dear Assembly Member Jaffee,

I write in follow up to our previous meeting regarding the urgent need for NY State support to replace the obsolete traffic signal at the intersection of Central Avenue and William Street in Pearl River, NY. I attach the technical details of this project for your review.

Here is the story:

CURRENT STATUS: The current signal is obsolete and broken, and parts are only available through E-Bay and the salvage market. The pedestrian crossing signal and traffic sensors are broken, and the poles are degraded and ugly. Replacement of this signal is one of Orangetown's HIGHEST PRIORITY public works projects. Engineering design and estimates are completed. We just cannot afford this project at this time.

PROPOSED SOLUTION: Install a new signal with the following features:

1. New mast arm and pole in fluted antique-type style to match downtown revitalization themes.
2. Install pedestrian signal and hardware
3. Install video detection, so the traffic signal can change to accommodate traffic, saving people time and reducing idling time and thus air pollution, as well as accidents
4. Video can be upgraded later to include surveillance cameras for safety and weather monitoring, e.g., St. Patrick's Day Parade route monitoring.
5. Install pre-emption device so fire trucks can move more quickly through intersection.

As you know, Orangetown is investing in its downtown areas, and Pearl River is seeing an overhaul of its sidewalks and street trees; utility wires are being moved behind buildings

Hon. Ellen C. Jaffee

August 8, 2016 -2-

Re: Funding Request - Replace Orangetown's Oldest Traffic Signal


and out of site. Replacing this traffic signal is a critical complement to revitalizing Pearl River and brings the following benefits:

1. greater safety for pedestrians, motorists, and special events;
2. more efficient movement of traffic;
3. faster emergency response;
4. aesthetic improvement in keeping with revitalized hamlet downtown;

The attached schematic drawing and cost-estimate of approximately \$240,000, dated December 28, 2015, details the equipment needed. We have secured a commitment from the Pearl River Fire District, per the attached letter, to contribute up to \$1800 for the cost of the two-directional pre-emptor needed to stop traffic when fire engines depart the fire house for emergencies.

Thank you for considering this request. Should you need additional information, please contact me.

Sincerely,



Andrew Y. Stewart, Ph. D.

c: James Dean, Highway Superintendent
Stephan Munno, Highway Department

enclosures



89 Edison Avenue • Mt. Vernon, New York 10550
Phone 914-664-7000 • Facsimile 914-668-7997

12/28/2015

Attn: Estimating

Re: Central Ave. & William St
Orangetown, NY
VEMC Est #198-15

Item #	Qty.	Unit	Description
206.03	245	lf	Conduit excavation and backfill - Excluding surface restoration - surface restoration not included
619.1612	6	lm	Maintenance of traffic signal equipment
635.0103	20	lf	Cleaning and preparation of pavement surfaces - lines
645.72	4	sf	Overhead-mounted sign panels, MUTCD codes R,P,W & M
647.01	4	ea	Remove traffic sign size A
680.510501	4	ea	Pullbox rectangular 26x18 Inch, reinforced concrete
680.5001	12	cy	Pole excavation and concrete foundation
680.520106	30	lf	Conduit, metal steel, zinc coated, 2"
680.520108	215	lf	Conduit, metal steel, zinc coated, 3"
680.622240	1	ea	Traffic signal pole-40 foot mast arm
680.622236	1	ea	Traffic signal pole-36 foot mast arm
680.730514	1365	lf	Signal cable 5 conductors, 14 AWG
680.731014	380	lf	Signal cable 10 conductors, 14 AWG
680.731514	310	lf	Signal cable 15 conductors, 14 AWG
680.810101	8	ea	Traffic signal module-12"-red ball, LED
680.810103	8	ea	Traffic signal module-12"-yellow ball, LED
680.810105	8	ea	Traffic signal module-12"-green ball, LED
680.810107	24	ea	Traffic signal section-type I, 12 inch
680.8111	1	ea	Traffic signal bracket assembly- 1 way
680.8112	2	ea	Traffic signal bracket assembly- 2 way
680.8113	1	ea	Traffic signal bracket assembly- 3 way
08680.94	1	ea	Traffic Signal Service Entrance
15680.950206	35	lf	Service Cable, 2 conductor, 6 AWG
680.6810	2	ea	Pedestrian signal pole 10 feet
680.813107	8	ea	Pedestrian signal module (hand/man w/countdown timer)
680.813108	8	ea	Pedestrian signal section, type 1-for 450 mm x 410 mm LED
680.8141	8	ea	Pedestrian signal bracket mount assesmbly
680.8225	8	ea	Pedestrian push button and sign w/o post
680.94997008	1	ea	F&I electrical disconnect generator transfer switch
	1	ea	Supply & Install model 2070 microcomputer controller and model 303 cabinet
	430	lf	Video detection cable as per specifications
	260	ea	Fire pre-emption cable as per specifications
1111407A	2	ea	Video vehicle detection type 1

#8

BOARD OF FIRE COMMISSIONERS



PEARL RIVER FIRE DISTRICT
ONE MICHAEL KERNAN DRIVE
POST OFFICE BOX 156
PEARL RIVER, N.Y. 10965-0156
(914) 735-2800 Office
(914) 735-6002 Fax

August 5, 2016

Hon. Andrew Y. Stewart, Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: Traffic Signal at the Intersection of E. Central
Avenue and William Street, Pearl River, NY


Dear Mr. Stewart:

The Pearl River Fire District fully supports the complete replacement of the traffic signal at the intersection of E. Central Avenue and William Street in Pearl River, NY and agrees to pay the cost of the two directional pre-emption device associated with the signal replacement, up to a maximum of ONE THOUSAND EIGHT HUNDRED (\$1,800.00) DOLLARS.

The current signal is obsolete and broken, and parts are only available through E-Bay and the online salvage market. A new, modern traffic signal with a two directional pre-emption device will allow for faster emergency response.

As replacement of this signal is one of Orangetown's highest priority public works projects and aligns with the Town's investment in its downtown areas, we appreciate the efforts of the Town and NY State Assembly Member Ellen Jaffeé to secure funding with this work.

Very truly yours,


Donald J. Craig, Secretary
Pearl River Fire District

Cc: Victoria Caramante, Executive Asst.
to Supervisor Stewart
26 Orangeburg Road
Orangeburg, NY 10962



Police Department
Town of Orangetown
Headquarters
One Police Plaza
Orangeburg, N.Y. 10962



Office (845) 359-3226
FAX (845) 359-3721
knulty@orangetown.com

Kevin A. Nulty
Chief of Police

Blauvelt * Nauvassahau * Nyack * Orangeburg * Palisades * Pearl River * Saodans Landing * Sparkill * Tappan * Upper Grandview
SENT EMAIL

July 27, 2016

Supervisor Andrew Stewart
Members of the Town Board
Town of Orangetown

RE: Training- Property Evidence Management Training
September 7-8, 2016

Supervisor Stewart and members of the Orangetown Town Board:

I am requesting that the Orangetown Town Board place the following item on the Town Board Workshop agenda of August 9, 2016, for action at the Regular Town Board Meeting of August 16, 2016.

"Authorize Det. Sgt. James Sullivan to attend the "DCJS Property Evidence Room Management Training Course" in Onondaga County, N.Y. September 7-8, 2016, at a cost of \$495.00 for lodging, meals and travel to be charged to account B.3120.408.16."

Respectfully,

Kevin A. Nulty
Chief of Police

Note: Det. Sgt. Sullivan needs this course to adhere to NYS Law Enforcement Accreditation standards.

CC: Charlotte Madigan, Town Clerks Office

**Division of Criminal
Justice Services**

TO: New York State Law Enforcement Executives
FROM: Office of Public Safety, Law Enforcement Training Unit
DATE: July 11, 2016
SUBJECT: Property Evidence Room Management Training Course

The NYS Division of Criminal Justice Services periodically provides specialized training for law enforcement. Over the past several years, property and evidence room management has increasingly attracted attention. The safe and secure storage of property and evidence should be among the major priorities for any law enforcement agency. Therefore, the Office of Public Safety will be presenting a Property/Evidence Room Management course in Onondaga County on September 7-8, 2016.

This course is intended to provide instruction and awareness of the most essential topics for an effective and efficient system for the management and storage of property and evidence by law enforcement agencies. It is designed to enhance the knowledge of managers, law enforcement officers, as well as civilians employed by law enforcement agencies. The training provides information in several topical areas of property and evidence room management including:

- Staffing and ethics
- Access and security
- Evidence custody
- Storage of property and evidence
- Policies and procedures
- Inspections, audits and inventories
- Purging and disposition of property and evidence

There is no course fee to attend the above listed training dates. Due to the hands-on nature of the training, seats are limited. Therefore, you must receive confirmation on attendance. Please complete the course application and have it sent no later than two weeks prior to the start of the course. For your convenience it may be submitted via email by utilizing the "Submit by Email" radio button on the course application form. The application may be downloaded by clicking "[here](#)." If you are not currently connected to the internet, you may go online at a later time to any of the above listed dates on the DCJS training calendar <http://calendar.dcjs.state.ny.us/> and click on the link there. For individuals that do not have email capability, the registrations may be faxed to 518-457-0145.

Directions to the training site and additional course information will be included in your confirmation notice. If you have any questions regarding these trainings, please contact Senior Training Technician Tim Adamczak at tim.adamczak@dcjs.ny.gov or by telephone at (518) 457-1245.

#10



ORANGETOWN POLICE DEPARTMENT OFFICER TRAINING REQUEST

DATE OF REQUEST: JULY 26, 2016

OFFICER NAME: D/SGT JAMES SULLIVAN

SQUAD #: BET

COURSE TITLE: PROPERTY EVIDENCE ROOM MANAGEMENT TRAINING

COURSE DATE (S): SEPTEMBER 7-8, 2016

REASON FOR THIS TRAINING REQUEST:

RECENTLY TAKING OVER SUPERVISION OF EVIDENCE IN-TAKE.

REQUESTING OFFICER SIGNATURE: _____

THE SQUAD/BUREAU SUPERVISOR IS RESPONSIBLE FOR INSURING THAT THERE WILL BE NO ADVERSE IMPACT ON THE MINIMUM MANPOWER REQUIREMENTS FOR THE PERIOD THAT THE OFFICER IS ATTENDING THE TRAINING (MUST BE SIGNED BY SUPERVISOR).

SQUAD / BUREAU SUPERVISOR: CAPTAIN BUTTERWORTH

APPROVED ()

DATE: JULY 26, 2016

DENIED ()

REASON FOR DENIAL: _____

TO BE SUBMITTED TO TRAINING COORDINATOR BY SQUAD/ BUREAU SUPERVISOR

TRAINING COORDINATOR: _____

APPROVED ()

DATE: _____

DENIED ()

REASON FOR DENIAL: _____

#11

Tappantown

Founded November 15, 1965
Charter Granted February 23, 1968
Box 71, Tappan, NY 10983



Historical Society

Member of the National Trust for Historic Preservation
501(c) (3) Non-profit organization
www.tappantown.org

RECEIVED

JUL 12 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ZFS#
37371
Sp. Use # 16-SP28

July 7, 2016

To: The Orangetown Town Board

The Tappantown Historical Society's annual Colonial Day will take place this year on Saturday September 24.

For more than three decades the Society has enjoyed and been thankful for the Orangetown Town Board's enthusiastic support for this annual local history event.

This year, when as the kids say "history is hot," we respectfully request authorization from the Orangetown Town Board for assistance from the Highway, ~~Parks~~ and Police Departments for the use of 6 recycling kiosks and permission to restrict parking on the west side of Livingston Street in Tappan from 8AM to 6PM on Saturday September 24, 2016.

Yours Truly,

Lucille Starink
Colonial Day Chairwoman

#11

RECEIVED

JUL 15 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY
PERMIT # 16-SP-28

RECEIVED
JUL 20 2016
Orangetown Police Department

EVENT NAME: Colonial Day - Tappantown Historical Society

APPLICANT NAME: Lucille Starink, Chairwoman

ADDRESS: 90 Livingston St Tappan NY 10983

PHONE #: 845-359-2307 CELL #: 845-642-2250 FAX #:

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER

The above event will be held on Sept. 24 from 9 to 5 RAIN DATE: NONE

Location of event: DeWint House 20 Livingston St Tappan 10983

Sponsored by: Tappantown Hist Soc. Telephone #:

Address: PO Box 71 Tappan NY 10983

Estimated # of persons participating in event: _____ vehicles _____

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Lucille Starink

Signature of Applicant: Lucille Starink Date: 7/7/16

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 7-12-16

Certificate of Insurance - Received On: 7-15-16

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: N - Received On: 7.12.16

Rockland County Highway Dept. Permit: Y N - Received On: X

NYSDOT Permit: Y N - Received On: X

Route/Map/Parking Plan: Y N - Received On: X

RES #: 3737 BARRICADES: Y N CONES: Y N TRASH BARRELS: Y N OTHER: 6-metal frame recycling kiosks

APPROVED: [Signature] DATE: 7.18.16
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Showmobile: Y N - Application Required: _____ Fee Pak! - Amount/Check # _____ RECEIVED

Port-o-Sans: Y N Other: _____ JUL 29 2016

APPROVED: [Signature] DATE: 7/19/16
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 07/28/16
Chief of Police

(Please return to the Highway AND/OR Parks Department to be placed on the Town Board Agenda)

#11

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**
119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-mail - highwaydept@orangetown.com

Orangetown Representative
R.C. Soil & Water Conservation Dist.-Chairman
Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



RECEIVED

JUL 12 2016

**TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT**

**ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law**

NAME Lucille Starink DATE July 7, 2016
COMPANY Tappanown Historical Society
ADDRESS PO Box 71 Tappan NY 10983
TELEPHONE 845-642-2250 (cell)
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO ~~CLOSE~~ RESTRICT PARKING:

West Side of Livingston St - No Parking
(Address number and name of road)

Oak Tree Road / Route 303
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Colonial Day

DATE OF CLOSING September 24, 2016 RAIN DATE NONE

TIME ROAD WILL BE CLOSED 8 AM to 6 PM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? YES

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED.

PRELIMINARY APPROVAL [Signature] DATE 7.18.16

**JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS**

This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02hjd

HAMLETS: PEARL RIVER • BLAUVELT • ORANGETOWN • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW



CLEAN STREETS-CLEAN STREAMS

Permit # 16-SP-33

12

Pearl River High School PTSA
275 E Central Avenue
Pearl River, NY 10965

RECEIVED

JUL 27 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

RE: Special Use Permit for a fundraiser scheduled for September 18, 2016

Dear Town of Orangetown:

The Pearl River Middle School PTA and The Pearl River High School PTSA are collaborating their fundraising efforts for a Family Fun Event scheduled for September 18, 2016. This untimed 5k event is for all ages no matter what athletic skill a participant may have.

With your permission we would like to start at the Pearl River High School campus at 275 E. Central Avenue. We are requesting a police presence with barricades while participants travel along E. Central Avenue towards Oriole Street. Make a right onto Oriole Street towards Orangeburg Rd., crossover Orangeburg Rd towards Lois Drive. My suggestion would be that we only need a crossing guard at this intersection. We would continue walking on Lois Drive toward Montgomery. Make a left on Montgomery have a water station on this street, then a right onto Oldert Drive. Continue on Oldert then cross over Gilbert Avenue into the Middle School campus. A crossing guard at this corner would be an effective way to safely have participants cross. As you can see we have tried to stay off road as much as possible making the majority of the event on the two school campuses.

We hope you will approve the permits for this event and authorize police presence, barricades and crossing guards. The event starts in the high school at 9:30am and in case there are some slower walkers have the roads supervised by professionals until 11:00am to cushion possible inhabitants of the roadways.

We anticipate that participants will park at the Pearl River High School or Pearl River Naurashaun Swim Club parking lot.

We hope to use the bathroom facilities in the school buildings.

We have also submitted a permit request with the Rockland County Highway Department for approval of their roadways.

Thank you for your consideration.

Jackie McGee
Cell 845-596-3910



Permit # 16-SP-34
RFS# 37160

Pearl River School District ^{#13}

ATHLETIC DEPARTMENT
275 East Central Avenue
Pearl River, New York 10965-
2730

www.pearlriver.org
Phone: 845-620-3943 - Fax: 845-620-3868

RECEIVED

AUG - 1 2016

Todd Santabarbara
Director of
Physical Education
& Athletics

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

To: Orangetown Town Board
From: Todd Santabarbara
Date: July 26, 2016
Re: Athletic Pep Rally/Bonfire at Pearl River High School

As in the past, the Pearl River School District is requesting assistance from the following departments in the Town of Orangetown to host their annual athletic pep rally and bonfire. The event is being held at Pearl River High School on Friday, September 30, 2016 at 7:00pm.

The following resources are being requested from the respective departments.

- **Highway Department** – Use of barricades and barrels to be placed around the bonfire and two yards of sand to be utilized for the base of the bonfire.
- **Police Department** – The presence of two Orangetown Auxiliary Police Officers to assist with crowd control and traffic control throughout the course of the evening.

If you have any further questions or concerns, you may call the Pearl River Athletic Department at (845) 620-3943. Thank you for your continued support.

Sincerely,

Todd Santabarbara
Director of Physical Education & Athletics

Cc: Jim Dean, Superintendent of Highways
Kevin Nulty, Chief of Police

#14f

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman

Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



MEMORANDUM

TO: Kimberly Allen, Administrative Secretary

FROM: Stephen F Munno, Sr Administrative Assistant

DATE: July 29, 2016

RE: **APPROVE TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C./ GREENBUSH ROAD BICYCLE BY-PASS SURVEY**

Please place the following item on the August 9th, 2016 Workshop Agenda:

RESOLUTION: APPROVE TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. / GREENBUSH ROAD BICYCLE BY-PASS SURVEY

RESOLVED, that upon the recommendation of the Superintendent of Highways, the Town of Orangetown hire *TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.* to perform the survey work required for the legal descriptions and design of the Greenbush Road Bicycle By-Pass on the Blauvelt State Park Property, at a cost of \$6,800.00.



#15

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative
R.C. Soil & Water Conservation Dist.-Chairman
Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-mail - highwaydept@orangetown.com

RECEIVED AUG 03 2016

INTEROFFICE MEMO

July 26, 2016

TO: Town Board
FROM: James J. Dean, Superintendent of Highways
RE: Fees and other charges relating to Road Excavation, Driveways and Heavy Hauling

Please be advised that after a thorough review of the above listed permit fees presently charged by Town Code, I hereby recommend that the fee structure be adjusted accordingly.

JJD:hw



#15

ROAD EXCAVATIONS

27 Attachment I

Town of Orangetown

Fees and other charges relating to
Road Excavations, Driveways and Heavy Hauling
(Added 12-13-2011 by L.L. No. 8-2011; amended 1-24-2012 by Res. No. 44)

§ 27-2 (B)	Road opening permit (Utility companies)	\$ 175.00
§ 27-16	Road opening and restoration inspections (Utility Companies)	\$ 125.00 (per inspection)
§ 27-20 (B)	Road opening permit (other than utility companies)	\$ 175.00
§ 27-23 (B)	<u>Road opening restoration deposits:</u>	
	• Shoulder-to-Shoulder openings (whole road)	\$ 700.00
	• Shoulder to Center Line (half road)	\$ 500.00
	• Shoulder only	\$ 400.00
	• Shoulder and paved sidewalk	\$ 400.00 (plus \$ 25 per square foot of
§ 27-37 (A)	Road opening and restoration inspections (other than utility companies)	\$ 125.00 (per inspection)
§ 27-37 (B)	Road opening/restoration maintenance inspections (10 sq. yds. or less/other than utility companies)	\$ 125.00 (per inspection)
§ 27-44	<u>Road opening permit for driveway connections:</u>	
	(A) New driveways	\$ 90.00
	(B) Existing driveways	\$ 90.00
§ 27-46 (A)	Road and street connection permit applications	\$ 90.00
§ 27-46.1	Driveway inspections	\$ 100.00
§ 27-50 (B)	<u>Special hauling permits:</u>	
	• Application Fee	\$ 100.00
	• One month permit	\$ 125.00
	• Six month permit	\$ 250.00
	• One year permit	\$ 375.00

ROAD EXCAVATIONS

#15

27 Attachment I

Town of Orangetown

Fees and other charges relating to
Road Excavations, Driveways and Heavy Hauling
(Added 12-13-2011 by L.L. No. 8-2011; amended 1-24-2012 by Res. No. 44)

		<u>EXISTING:</u>	<u>PROPOSED:</u>
§ 27-2 (B)	Road opening permit (Utility companies)	\$ 75.00	\$ 175.00
	Utility Pole installation	X	\$ 175.00
	Utility Pole removal	X	\$ 175.00
§ 27-16	Road opening and restoration inspections (Utility Companies)	\$ 100.00	\$ 125.00 (per inspection)
§ 27-20 (B)	Road opening permit (other than utility companies)	\$ 75.00	\$ 175.00
§ 27-23 (B)	<u>Road opening restoration deposits:</u>		
	• Shoulder-to-Shoulder openings (whole road)	\$ 700.00	SAME
	• Shoulder to Center Line (half road)	\$ 500.00	SAME
	• Shoulder only	\$ 400.00	SAME
	• Shoulder and paved sidewalk	\$ 400.00 (plus \$ 15 per square foot of sidewalk impacted)	SAME (plus \$ 25 per square foot of sidewalk impacted)
§ 27-37 (A)	Road opening and restoration inspections (other than utility companies)	\$ 100.00	\$ 125.00 (per inspection)
§ 27-37 (B)	Road opening/restoration maintenance inspections (10 sq. yds. or less/other than utility companies)	\$ 100.00	\$ 125.00 (per inspection)
§ 27-44	<u>Road opening permit for driveway connections:</u>		
	(A) New driveways	\$ 75.00	\$ 90.00
	(B) Existing driveways	\$ 75.00	\$ 90.00
§ 27-46 (A)	Road and street connection permit applications	\$ 75.00	\$ 90.00
§ 27-46.1	Driveway inspections	\$ 100.00	\$ 100.00
§ 27-50 (B)	<u>Special hauling permits:</u>		
	• Application Fee	\$ 75.00	\$ 100.00
	• One month permit	\$ 100.00	\$ 125.00
	• Six month permit	\$ 200.00	\$ 250.00
	• One year permit	\$ 300.00	\$ 375.00



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGETOWN, NY 10962
(845) 359-6503



2016 Application for Showmobile Use

Event/Festival Name: Mason & Shriners Rodeo

Organization Name Venture Foundation, LTD.

Applicant's Name: Bill Schule Phone (w): 845-624-5327

Address: 25 Smith Street, Suite 515 City: Nanuet Zip: 10954

Cell Phone 845-721-7140 E-Mail: bshule@venturefoundation.org

Day Friday Date 9/23/2016 Time of Set-up: 3:00pm Time of Take-down: 9/25 -- 5:30pm

Requested Location (park, street, location on premises, etc., be specific, attach map if needed):

German Masonic Park, 89 Western Highway, Tappan, NY 10983 – southeastern corner of the soccer field)

Showmobile stage measures **28 feet long x 14 feet 7 inches deep x 25 feet high** when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.) The Showmobile does not have a sound system and comes with fluorescent lighting only.

Stair Arrangement: (1 set of stairs) **X** Left side of stage Right side of stage Front of stage
(to the left looking at the stage)

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

Please describe in detail what the stage will be used for and how you intend to set it up: (**Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile**)

This will be used as a stage for the Venture Theater Group who will be performing a short play.

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The showmobile does not have the ability to go over curbing or rough terrain.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- A member of the organization renting the unit must be on site at time of arrival for proper set up.

Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- Rental Costs: \$400.00
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read and understand the conditions listed above:

Applicant's Signature Pending Date _____

Department Approval Mal W Date 8/15/16



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGEBURG, NY 10962
(845) 359-6503



2016 Application for Showmobile Use

Event/Festival Name: Not Your Mamma's Church Music Festival
 Organization Name: Silver Springs Vineyard Church
 Applicant's Name: David Kim Phone (w): _____
 Address: 75 Walnut St, 2F City: Blauvelt Zip: 10913
 Cell Phone: 845-263-0525 E-Mail: David@SilverSpringsVineyard.org
 Day: Saturday Date: September 10 Time of Set-up: 12pm Time of Take-down: 7pm
 Requested Location (park, street, location on premises, etc., be specific, attach map if needed):
Nyack Memorial Park

Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.) The Showmobile does not have a sound system and comes with fluorescent lighting only.

Stair Arrangement: (1 set of stairs) Left side of stage Right side of stage Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

Please describe in detail what the stage will be used for and how you intend to set it up: (Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)

Used for bands to play music; drum set, keyboard, guitars, singers

Showmobile space requirements:

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- The showmobile does not have the ability to go over curbing or rough terrain.
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- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- A member of the organization renting the unit must be on site at time of arrival for proper set up.

Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- Rental Costs: \$400.00
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read and understand the conditions listed above:

Applicant's Signature: [Signature] Date: 8/27/16
 Department Approval: [Signature] Date: 8/25/16

WILLIAM J. EYBERS
271 Greising Road
Pine Bush, New York 12566

July 25, 2016

Mr. Aric T. Gorton
Superintendent
Town of Orangetown
Parks & Recreation
81 Hunt Road
Orangeburg, New York 10962

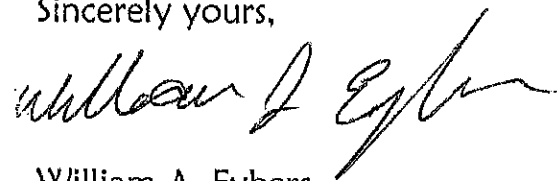
Dear Mr. Gorton:

Please accept this letter as my official notice of retirement from the Town of Orangetown, effective August 9, 2016, after thirty-five years of service.

I would like to thank the Town of Orangetown for the opportunity of employment and it has been a privilege to work within the Department of Parks and Recreation both at the Blue Hill Golf Course and most recently at Parks Maintenance.

My best wishes to all in the Town of Orangetown, and especially my co-workers within the Department.

Sincerely yours,



William A. Eybers
Mechanic – Parks

Cc: Town Board
Donna Morrison