

Town of Orangetown Town Board

Date: December 23, 2019

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

Town Zoning Law, changing the zoning classification of the premises known as 1, 3, 4, 5, 6 Stevens Way, Orangeburg (Orangeburg Commons) (74.15-1-21.1 thru 74.15-1-21.5).

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

1/13/2020
Date

MMK
(Signature)

Michael Kezner Planner
(Print Name and Title)

Rockland County Planning Dept.
(Name of Agency)

Encl.

**PLANNING BOARD
TOWN OF ORANGETOWN**

TO: Rosanna Sfraga, Town Clerk - Town of Orangetown Town Board
FROM: Town of Orangetown Planning Board
DATE: January 15, 2020
RE: Referral to the Planning Board:
Petition of Zone Text Amendment and Special Permit
Orangeburg Commons

Zoning Text Amendment/ Changing the Maximum Percentage of Total Gross Floor Area that can be Developed for Retail, Personal Service Establishments and/ or Restaurants in Mixed Use Development to 35% / Chapter 43-4.32(O)iv(b) & Special Use Permit Application to Increase Percentage of Retail, Personal Service Establishments and/ or Restaurants to 34.55% and Designation of Town Board as Lead Agency under SEQRA

Tax Map Designation: Section 74.15, Block 1, Lot 21./1 through Section 74.15, Block 1, Lot 21./5

At the January 15, 2020 Planning Board Meeting, the Orangetown Planning Board had no objection to the Town Board being Lead Agency on the application for the Petition of Zone Text Amendment and Special Permit for Orangeburg Commons.

The Planning Board had no further comment.

TOWN OF ORANGETOWN
2020 JAN 17 P 2:39
TOWN CLERK'S OFFICE

Town of Orangetown Town Board

Date: December 23, 2019

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

Town Zoning Law, changing the zoning classification of the premises known as **1, 3, 4, 5, 6 Stevens Way, Orangeburg (Orangeburg Commons) (74.15-1-21./1 thru 74.15-1-21./5).**

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

1/15/2020
Date


(Signature)

VICE CHAIR - MEMBER
(Print Name and Title)

ORANGETOWN PLANNING BOARD
(Name of Agency)

Encl.

TOWN OF ORANGETOWN
2020 JAN 17 P 2: 39
TOWN CLERK'S OFFICE



HOCHERMAN TORTORELLA & WEKSTEIN, LLP
CLIENT-CENTERED SOLUTION-ORIENTED

One North Broadway, Suite 701
White Plains, New York 10601-2319
P: (914) 421-1800 | F: (914) 421-1856
www.htwlegal.com

Geraldine N. Tortorella
Adam L. Wekstein

Noelle C. Wolfson
Henry M. Hocherman, Retired

October 29, 2019

Via Hand Delivery

Hon. Chris Day, Supervisor
and Members of the Town Board
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

Re: Petition of FB Orangetown Retail LLC, FB Orangetown Retail Two LLC, FB Orangetown Retail Three LLC, FB Orangetown Hotel LLC, and FB Orangetown Hotel Two LLC (the "FB Orangetown Entities") for Amendment of the Town of Orangetown Town Code, Section 4.32(O)iv(b)

Dear Supervisor Day and Members of the Town Board:

Our firm represents the FB Orangetown Entities, owners of the five condominium units commonly known as Orangeburg Commons, which is located at the southwest corner of the intersection of Route 303 and Stevens Way ("Orangeburg Commons" or the "Property"). Orangeburg Commons is developed as a Mixed Use Development pursuant to Section 4.32(O) of the Town of Orangetown Town Code ("Town Code"). Your Board granted a special permit, and the Planning Board granted site plan approval, for a food market, two hotels, a restaurant and a bank on the Property; the Stop & Shop Supermarket and Residence Inn Hotel have been constructed and are occupied.

Our clients have an opportunity to bring the second hotel to the Property. The Residence Inn operator wants to build the first-of-its-kind in Rockland County "dual-brand" Residence Inn/Fairfield Inn hotel (the "Dual-Brand Hotel") on the Property. Doing so, however, would put Orangeburg Commons out of compliance with the provision in the existing Mixed Use Development regulations that limits the maximum percentage of gross floor area that can be developed for retail, personal service establishments and restaurants to thirty percent (30%). We are writing to petition for an amendment of Section 4.32(O)iv(b) of the Town Code to increase the limit to thirty five percent (35%) to accommodate the Dual-Brand Hotel. (All other zoning requirements can be met.)

A "dual-brand" hotel is a new concept in the hotel industry that refers to the combination of two distinct hotel brands under a single roof with fully integrated common areas, amenities and back-of-house functions. Consolidation of the hotels in a single structure eliminates duplication of amenities and services but allows for the creation of higher-caliber complimentary services and amenities for guests and more comfortable facilities for employees to work, on a more sustainable, long-term basis.

Hon. Chris Day, Supervisor
and Members of the Town Board
October 29, 2019
Page 2

In this case, development of the Dual-Brand Hotel on the Property will involve the construction of an addition of approximately 28,800 square feet (“s.f.”) onto the existing Residence Inn structure and the complete renovation of its interior (e.g. rooms, common areas, and administrative and employee areas) to transform the structure, as expanded, into 200 guest rooms and a new, enlarged and improved lobby/front desk area, lounge, breakfast area, fitness center, meeting rooms, and guest laundry amenities (among other improvements), all sized and appointed to support the Hotels on a larger scale at a uniform, high standard of quality. Meeting and conference accommodations will be expanded and improved to provide a more modern and enhanced option for meeting and small conference uses. Where needed, mechanical systems will be expanded and/or upgraded. At the conclusion of the redevelopment, Orangeburg Commons will be home to two, new Marriott-brand hotels with the capacity to provide enhanced service to guests in an inviting and appealing environment. The new Hotels will also create new employment opportunities in the Town and region.

Under the current approvals for Orangeburg Commons, the total gross floor area for the approved uses is 224,600 s.f., 63,600 s.f. (or 28.3%) of which could be occupied by the food market, restaurant and bank uses.¹ The gross floor area in Orangeburg Commons if the Dual-Brand Hotel is developed will be approximately 183,646 s.f. As a result, the gross floor area of the approved food market, restaurant and bank uses (63,450 s.f.) recalculates to 34.55% of the total floor area in Orangeburg Commons.² In order for the Dual-Brand Hotels to be developed on the Property in conformance with the Mixed Use Development regulations, Section 4.32(O)iv(b) of the Town Code must be amended to permit up to a maximum of 35% of the total gross floor area in the Mixed Use Development to be developed for retail, personal service establishments and restaurants.

Enclosed are seven copies of the following documents in support of the FB Orangetown Entities’ request for a text amendment to the Town Code:

1. Petition for Amendment of the Town Code, signed by Richard Birdoff, Managing Member of the FB Orangetown Entities;
2. The following site plans entitled “Amended Site Plan For Orangeburg Commons Residence Inn/Fairfield Inn Dual Brand Hotel”, prepared by Leonard Jackson Associates, last revised October 11, 2019:
 - a. Drawing TB-1 – Overall Site Plan;
 - b. Drawing TB-2 – Part Plan;
3. The following Floor Plans and Elevations for the Residence Inn/Fairfield Inn Dual Brand Hotel, prepared by JAL Architecture and Engineering, P.C., dated October 23, 2019:
 - a. Drawing P1.01 – Overall First Floor Plan;
 - b. Drawing P1.02 – Overall Second Floor Plan;
 - c. Drawing P3.00 – Overall Exterior Elevations (with signage);

¹ At present, the existing Stop & Shop combined with the approved pads for the restaurant and bank uses total 63,450 s.f., 150 s.f. less than the approvals allow.

² Under the Mixed Use Expansion regulations (Town Code §4.32(P)viii) the gross floor area on The Shops Parcel is not included in calculating whether the mixed use development in Orangeburg Commons complies with Section 4.32(O)iv(b).

Hon. Chris Day, Supervisor
and Members of the Town Board
October 29, 2019
Page 3

- d. Drawing P3.01 – Partial Exterior Elevations; and
4. Full Environmental Assessment Form signed by Alfred Rossi, P.E., with (a) amended Fiscal Impact Analysis and (b) Stormwater/Sewer Statement prepared by Leonard Jackson Associates (the “FEAF”).³

Also enclosed is one copy of an Entity Disclosure Form signed by the Manager of the FB Orangeburg Entities. Items 2 and 3 are provided for reference purposes so that your Members can have an understanding of how the Dual-Brand Hotel would be situated, function and appear on the Property and relate to the existing and approved uses. However, we recognize that if your Board amends the Town Code, we must obtain amended special permit approval from your Board, amended site plan approval from the Planning Board and amended architectural and community appearance approval from the Architecture and Community Appearance Board of Review.

We believe the proposed amendment is consistent with the purposes and objective of the Mixed Use Development regulations, which “are to facilitate the development of a plan for a large-scale site development that combines several economically viable, nonresidential uses, planned as an integrated whole. The site plan shall provide for adequate vehicular and pedestrian access, traffic circulation, parking and loading for each individual use. The site and building designs shall recognize the importance of the interchange location and the proximity to Palisades Interstate Parkway, and shall provide sufficient landscaping, buffers and other design treatments in recognition of said location.” Town Code Section 4.32(O)ii(b). Orangeburg Commons will continue to be “a large-scale site development that combines several economically viable, nonresidential uses, planned as an integrated whole.” At the time Orangeburg Commons was undergoing its original review, considerable attention was devoted to landscaping, buffers, lighting, signage and other design considerations because of the development’s proximity to the Palisades Interstate Parkway; controls related to those considerations were incorporated into the site design, have been implemented and have been maintained throughout subsequent reviews of Orangeburg Commons and the related Shops Mixed Use Expansion next door. Those design controls will not be adversely affected by the proposed amendment or development of the Dual-Brand Hotel. The only material differences from the current approved plan will be reduction of total building area on the Property and consolidation of the two Hotels into a more efficient, sustainable format, which the FB Orangetown Entities expect will promote the economic vitality of the Hotels and existing and future establishments in Orangeburg Commons and The Shops.

In addition, the proposed amendment to permit a slight increase in the permitted percentage of floor area devoted to retail, personal service establishments and restaurants in Orangeburg Commons is consistent with and will promote the policies for development in the Route 303 Corridor, which discourage large scale retail development in the Route 303 Corridor (Comprehensive Plan, pages iv-19-20), encourage upscale development such as hotel and conference uses (Comprehensive Plan, page iv-6) and favor buffers to the Palisades Interstate Parkway (Comprehensive Plan, page iv-21). The FB

³ The Full Environmental Assessment Form has been prepared as if the amendment has been granted and the Dual-Brand Hotels are being developed, in order to provide your Board with information regarding the potential impacts of the ultimate project.

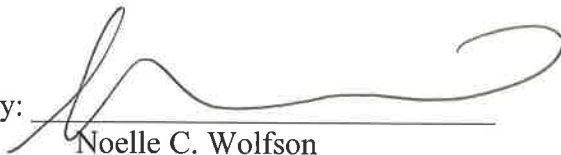
Hon. Chris Day, Supervisor
and Members of the Town Board
October 29, 2019
Page 4

Orangetown Entities are not proposing any changes in the sizes of the approved (yet unbuilt) restaurant and bank in Orangeburg Commons, which already have been found by your Board and the Planning Board to be consistent with the Comprehensive Plan's policies and objectives for the Route 303 Corridor. Thus, the proposed amendment will not facilitate large scale retail development on the Property. However, it will expand actual hotel use on the Property which this Board has long supported, in a manner that will not compromise the already-established and substantial buffers to the Palisades Interstate Parkway.

Kindly schedule this matter for discussion at the Board's November 12, 2019 meeting, at which time we would like to make a presentation of the proposed plan for the Dual-Brand Hotel and have your Board refer the Petition to the required agencies, declare the Board's intent to be lead agency of the environmental review under SEQRA, circulate the FEAF to the involved agencies and schedule a public hearing on the proposed amendment.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By: 
Noelle C. Wolfson

NCW:hc

Enclosures

cc: *(via electronic mail without enclosures)*

Jane Slavin, R.A. Director of the Office of Buildings,
Zoning, Planning, Administration and Enforcement
Robert Magrino, Esq., Town Attorney
Mr. Richard Birdoff
Alfred Rossi, P.E.
Mr. Roger Hirshhorn
Mr. Mark Stebbins
Jason Diorio, P.E.
Justin Lim, P.E.
Nathanial Burns, PLA, LEED AP BD+C
Kent Beirne, AIA
Mr. Leo Xarras
John Collins, Ph.D., P.E.
Geraldine N. Tortorella, Esq.

H | T | W

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One North Broadway, Suite 701
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Henry M. Hocherman, Retired

October 29, 2019

Via Hand Delivery

Hon. Rosanna Sfraga, Town Clerk
Town of Orangetown Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

Re: *Petition of FB Orangetown Retail LLC, FB Orangetown Retail Two LLC, FB Orangetown Retail Three LLC, FB Orangetown Hotel LLC, and FB Orangetown Hotel Two LLC (the "FB Orangetown Entities") for Amendment of the Town of Orangetown Town Code, Section 4.32(O)iv(b)*


Dear Ms. Sfraga:

Enclosed are seven sets of our submission to the Town Board in connection with our clients' Petition for a zoning text amendment, and one copy of an Entity Disclosure Statement. My colleague, Geraldine Tortorella, has discussed this Petition with Town Attorney, Robert Magrino, Esq. Kindly distribute the Town Board copies to its Members so that this matter can be scheduled for an initial presentation at the Board's November 12, 2019 meeting.

If you have any questions or require additional copies, please do not hesitate to contact Gerri or me. Thank you for your assistance.

Very truly yours,

Hocherman Tortorella & Wekstein, LLP

By: 
Noelle C. Wolfson

NCW:hc

Enclosures

cc: *(via electronic mail without enclosures)*
Jane Slavin, R.A. Director of the Office of Buildings,
Zoning, Planning, Administration and Enforcement

Hon. Rosanna Sfraga, Town Clerk

October 29, 2019

Page 2

Robert Magrino, Esq., Town Attorney

Mr. Richard Birdoff

Alfred Rossi, P.E.

Justin Lim, P.E.

Geraldine N. Tortorella, Esq.

S:\# MATTERS\Birdoff\0163\FB Orangetown Hotel Two LLC 010\Letters\Town Clerk Sfraga 10-29-19.docx



Rockland County

Ed Day, Rockland County Executive

RECEIVED

JAN 21 2020

SUPERVISOR'S OFFICE

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970
Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Acting Commissioner

Arlene R. Miller
Deputy Commissioner

January 16, 2020

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M
Map Date: 10/11/2019

Date Review Received: 12/24/2019

Item: **TOWN OF ORANGETOWN - MIXED-USE ZONES/SPECIAL USE PERMIT (O-2110C)**

Zoning text amendment to Section 4.32(O)iv(b) of the Town Zoning Code to raise the maximum percentage of total gross floor area that can be developed for retail, personal service establishments, and/or restaurants pursuant to a special permit issued for a Mixed Use Development from 30% to 35%. An amendment to an existing special permit is also being sought to allow for 34.55% of Orangetown Commons to be developed as retail, personal service establishments, and/or restaurants. The parcels are located on 16.76 acres in the LI and Route 303 overlay zoning districts.
Mixed-use developments, southwest corner of Route 303 and Stevens Way

Reason for Referral:

Western Highway (CR 15), NYS Route 303, Palisades Interstate Parkway


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

**Recommend the following modifications*

1. By increasing the total gross floor area that can be developed for retail, personal service establishments, and/or restaurants in these mixed-use developments from 30% to 35%, the Town must consider the precedent that is being set. This increase may result in a higher volume of traffic to and from the developments and a need for greater parking requirements. This evaluation must consider whether local roads will become more congested and the sewer system, stormwater management systems and the public water supply will be overburdened. The Town must consider the cumulative and regional impacts of permitting this change.
2. If the Town continues to tailor the Zoning Code to meet the needs of an applicant, spot zoning may occur. Spot zoning is the rezoning of a single parcel or a small area, to benefit one or more property owners rather than carry out an objective of the comprehensive plan intent or the zoning ordinance. The ramifications of allowing this change to the Town Code must be fully assessed, including the cumulative impact of permitting the increase in gross floor area that can be developed to the surrounding community character and the land use precedent that may be set.

TOWN OF ORANGETOWN - MIXED-USE ZONES/SPECIAL USE PERMIT (O-2110C)

- 3 A review must be completed by the New York State Department of Transportation, any comments or concerns addressed, and all required permits obtained.
- 4 A review must be completed by the Palisades Interstate Park Commission, and any raised concerns addressed.
- 5 A review must be completed by the County of Rockland Department of Highways, any concerns addressed, and all required permits obtained.
- 6 The Town shall be satisfied that the proposed mixed-use development complies with the general standards for special permit uses outlined in Section 4.3, as well as the individual standards and requirements listed in Section 4.32.(O).
- 7 All proposed signage must be shown on the site plan, and conform to all Town requirements in Section 4.2 as well as all sign regulations for a mixed-use development special permit use in Section 4.32.(O).vi.
- 8 The Town shall be satisfied that all applicable portions of the Route 303 Overlay Zone have been addressed in the proposed site plan.
- 9 The project description on the Referral Form indicates this application is to change the Town Code in relation to lot and bulk controls for PAC Developments. This must be corrected so all materials are consistent. If the public hearing notice was issued with incorrect information, it must be reissued with the correct information.
- 10 We request the opportunity to review the amended site plan, as required by the New York State General Municipal Law.



 Douglas J. Schuetz
 Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
 New York State Department of Transportation
 Rockland County Department of Highways
 Palisades Interstate Park Commission

 Leonard Jackson Associates
 Hocherman Tortorella & Wekstein, LLP

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

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

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

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

STEP II
PUBLIC INTEREST ORDER AND BOND RESOLUTION



January 24, 2020

VIA E-MAIL (jbencik@orangetown.com)

Mr. Jeffrey Bencik, CFA
Director of Finance
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Re: Town of Orangetown, Rockland County, New York
Orangetown Sewer District -- Section 202-b
Increase and Improvement of Facilities - \$2,631,500 Bonds
Orrick File: 43339-2-37

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000
orrick.com

Thomas E. Myers

E *tmyers@orrick.com*
D +1 212 506 5212
F +1 212 506 5151

Dear Jeff:

I enclose herewith the following for your use at the next Town Board meeting and public hearing:

- 1) Form of order determining the project to be in the public interest; Within ten days of adoption a certified copy should be recorded with the County Clerk.
- 2) Form of bond resolution for adoption by the affirmative vote of at least four of the five members of the Town Board.
- 3) Form for the publication of the Legal Notice of estoppel.

When available please return the following:

- (a) Certified copy of the Order Calling Public Hearing;
- (b) Original printer's affidavit of publication of the Notice of the hearing;
- (c) Original Town Clerk's affidavit of posting of the Notice of the hearing;
- (d) Certified copy of the public interest order;
- (e) Proof of recording of the public interest order in the County Clerk's office;
- (f) Certified copy of the bond resolution; and
- (g) Original printer's affidavit of publication of the legal notice of estoppel.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
/es

At a regular meeting of the Town Board of the Town of Orangetown, Rockland County, New York, held at the Town Hall, in Orangeburg, New York in said Town, on January 28, 2020, at _____ o'clock P.M., Prevailing Time.

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

In the Matter of the Increase and Improve- :
ment of the Facilities of the Orangetown :
Sewer District in the Town of Orangetown, :
Rockland County, New York :
_____ :

PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Orangetown, Rockland County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Orangetown Sewer District in the Town of Orangetown, Rockland County, New York, consisting of the construction of various sewer system related improvements and the acquisition of equipment and vehicles; and

WHEREAS, at a meeting of said Town Board duly called and held on _____, 20__, an order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of the facilities of the Orangetown Sewer District in said Town at a maximum estimated cost of \$2,631,500 and to hear all persons interested in the subject January 28, 2020, at ___ P.M. o'clock, Prevailing Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Orangetown, Rockland County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the improvement, to increase and improve the facilities of the Orangetown Sewer District in the Town of Orangetown, Rockland County, New York, consisting of the construction of various sewer system related improvements and the acquisition of equipment and vehicles for the Orangetown Sewer District, at a maximum estimated cost of \$2,631,500.

Section 2. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * * * *

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

I, the undersigned Clerk of the Town of Orangetown, Rockland County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 28th day of January, 2020.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of January, 2020.

(CORPORATE
SEAL)

Town Clerk

At a regular meeting of the Town Board of the Town of Orangetown, Rockland County, New York, held at the Town Hall, in Orangeburg, New York, in said Town, on January 28, 2020, at _____ o'clock __.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who moved its adoption, seconded by Councilman _____ to-wit:

BOND RESOLUTION DATED JANUARY 28, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,631,500 SERIAL BONDS OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ORANGETOWN SEWER DISTRICT IN THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated January 28, 2020, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Orangetown Sewer District in the Town of Orangetown, Rockland County, New York, at a maximum estimated cost of \$2,631,500; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Orangetown, Rockland County, New York, as follows:

Section 1. For the object or purpose of paying the cost of the increase and improvement of the facilities of Orangetown Sewer District in the Town of Orangetown, Rockland County, New York, consisting of the construction of various sewer system related improvements and the acquisition of equipment and vehicles for the Orangetown Sewer District, there are hereby authorized to be issued \$2,631,500 serial bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of (i) the aforesaid sewer system related improvements (being a class of objects or purposes) is \$1,414,000, (ii) the aforesaid equipment (being a class of objects or purposes) is \$197,000, (iii) improvements to buildings (being a class of objects or purposes) is \$190,000, (iv) purchase of trucks (being a class of objects or purposes) is \$663,000, (v) purchase of vehicles (being a class of objects or purposes) is \$142,500, and (vi) paving of the lot at the WWTP (being a specific object or purpose) is \$25,000, and that the plan for the financing thereof is by the issuance of \$2,631,500 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid (i) sewer system related improvements is forty years, (ii) equipment is fifteen years for \$134,000 thereof and

five years for \$63,000 thereof, (iii) improvements to buildings is fifteen years, (iv) purchase of trucks is fifteen years, (v) purchase of vehicles is three years and (vi) paving is ten years, pursuant to subdivisions 4, 28, 12, 28, 77 and 20(f), respectively, of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Orangetown, Rockland County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same respectively become due and payable. There shall be annually assessed upon all the taxable real property within said Orangetown Sewer District in the manner provided by law an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes sufficient to pay the principal of and interest on said bonds as the same shall become due.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of the Town.

Section 7. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations,

maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 9. The Supervisor is hereby further authorized, at his sole discretion, to execute a project finance agreement, and any other agreements with the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution which takes effect immediately shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

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

I, the undersigned Clerk of the Town of Orangetown, Rockland County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 28th day of January, 2020.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of January, 2020.

(CORPORATE
SEAL)

Town Clerk

LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on January 28, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Orangetown, Rockland County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Orangeburg, New York,
_____, 2020.

Town Clerk

BOND RESOLUTION DATED JANUARY 28, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,631,500 SERIAL BONDS OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ORANGETOWN SEWER DISTRICT IN THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK.

Objects or purposes:

- (i) sewer system related improvements, 40-yr. period of probable usefulness, class of objects or purposes, \$1,414,000 maximum estimated cost; \$1,414,000 bonds;
- (ii) equipment, 15 yr. period of probable usefulness for \$134,000 thereof and five yr. period of probable usefulness for \$63,000 thereof, class of objects or purposes, \$197,000 total maximum estimated cost; \$197,000 bonds;
- (iii) improvements to buildings, 15-yr. period of probable usefulness, class of objects or purposes, \$190,000 maximum estimated cost; \$190,000 bonds;
- (iv) trucks, 15-yr. period of probable usefulness, class of objects or purposes, \$663,000 maximum estimated cost; \$663,000 bonds;
- (v) vehicles, 3-yr. period of probable usefulness, class of objects or purposes, \$142,500 maximum estimated cost; \$142,500 bonds; and
- (vi) paving of the lot at the WWTP, 10-yr. period of probable usefulness, specific object or purpose, \$25,000 maximum estimated cost; \$25,000 bonds.

Montalbano, Condon & Frank, P.C.



ATTORNEYS AND COUNSELORS AT LAW

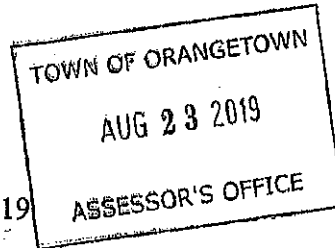
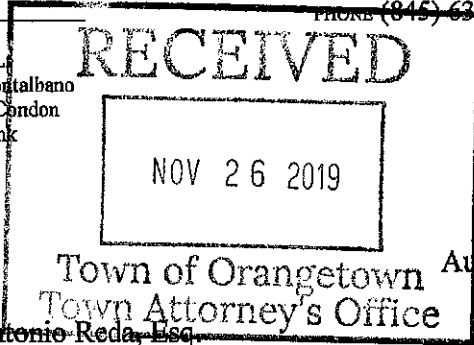
67 North Main Street • New City, New York 10956-8070

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

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

*Kurt E. Johnson
Martin Butcher
**Andrew Ross
Rudolph O. Zodda, III

OF COUNSEL
Anthony Montalbano
Thomas A. Condon
William Frank



August 20, 2019

~~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 10965

Ann Marie Tromer
Assistant Superintendent for Business
Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965

Chris Day, Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Dan Pozin, Esq.
McCarthy Fingar LLP
11 Martine Avenue
12th Floor
White Plains, NY 10606

Robert Magrino, Esq.
Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Steven H. Porath
County of Rockland
Industrial Development Agency
67 North Main Street
New City, NY 10965

Re: **Payment in Lieu of Taxes Agreement ("PILOT Agreement")
County of Rockland Industrial Development Agency ("IDA"), Stateline Equities
LLC and Premier Brands of America, Inc. (collectively "Lessee")
Premises: 7 Corporate Drive, Orangeburg, New York 10962**

Ladies and Gentlemen:

Enclosed herewith please find a draft copy of the PILOT Agreement with respect to the above-referenced IDA Project. Please review this at your earliest convenience and let me know if

Transmittal Letter of draft PILOT Agreement
August 20, 2019
Page 2

you have any comments, additions or questions. Please note that the enclosed draft shall be subject to such review and comments by the involved parties. If acceptable, please confirm that, and arrange for execution.

Should you have any questions, or wish to discuss, please let me know. Thank you.

Sincerely,

MONTALBANO, CONDON & FRANK, P.C.



Brian J. Quinn

BJQ/br
Enclosure

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of _____, 2019 by and between **STATELINE EQUITIES LLC**, a New York limited liability company duly registered and authorized to transact business in the State of New York with offices at 170 Hamilton Avenue, Suite 201, White Plains, New York 10601 (the "Lessee"), **PREMIER BRANDS OF AMERICA, INC.**, a New York corporation duly registered and authorized to transact business in the State of New York, with offices at 170 Hamilton Avenue, Suite 201, White Plains, New York 10601 (the "Sublessee"), the **TOWN OF ORANGETOWN** (the "Town"), 26 Orangeburg Road, Orangeburg, New York 10962, the **PEARL RIVER SCHOOL DISTRICT**, 135 W 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 67 North Main Street, 3rd Floor, New City, New York 10956 (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, assembly, 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 providing financial assistance for the project described below; and

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

WHEREAS, the Project consists of (i) the acquisition by the Lessee of an existing building and renovations and redevelopment thereof, and the acquisition and installation thereto of certain machinery and equipment related thereto, all to be used for a light manufacturing, warehouse, assembly and packaging operations facility and administrative offices located at 7 Corporate Drive, Orangeburg, New York Town of Orangetown, in the Pearl River School

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District, being shown and designated on the Tax Map of the Town of Orangetown as the following tax lot: Section 73.20, Block 1, Lot 33, (the land and the building and site improvements, together constituting collectively the "Project Realty") and 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 has, or will acquire a leasehold interest from the Lessee in and to the Project Realty ("Head Lease") and the Agency has leased back to the Lessee, the Agency's interest in the Project (the "Lease Agreement"); and

WHEREAS, Lessee has simultaneously with the execution of the Lease Agreement entered into a Sublease Agreement with Sublessee whereby Sublessee shall lease from Lessee all of Lessee's interest in the Project Realty and the Project; 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 and/or leased by it; and

WHEREAS, each of the Town and the School District have by appropriate legislative action, and the Agency has by adopting the Authorizing Resolution, approved the terms of and the execution of this Agreement; and

WHEREAS, the County of Rockland is expected to, by appropriate legislative action, approve the terms of and execution of this Agreement; and

WHEREAS, pursuant to Section 925-l 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, (collectively, the "Affected Taxing Jurisdictions") and the Lessee and Sublessee which sums shall be paid by Lessee and Sublessee 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 and Sublessee.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency, Lessee and Sublessee with respect to the Project, Lessee, Sublessee, the Town, School District and the Agency hereby formally agree as follows and the County upon approval, execution and delivery of this Agreement also agrees as follows:

1. Lessee and Sublessee hereby covenant and agree 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. As of the date hereof, Lessee and Sublessee acknowledge, agree and accept 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, 2020 as hereinafter set forth in Paragraph 7 of this Agreement, so long as the assessed valuation does not change, using as a basis the 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 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 the 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 and Sublessee agree 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 and Sublessee 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 or Sublessee 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 and Sublessee until fully paid and Lessee and Sublessee agree 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. Although Lessee and Sublessee are both obligated to pay all amounts specified in this Agreement, the payment of the amounts required herein may be paid by either party and no duplicate payment by both Lessee and Sublessee is required. Any overpayment of the amounts specified herein by Lessee and/or Sublessee shall be refunded to the party which overpaid the amounts due.

5. Notwithstanding any other provision of this Agreement, the Lessee and Sublessee acknowledge and agree that the County is a party to this Agreement solely for notice and collection/payment purposes. Lessee and Sublessee agree to pay the full amount of the County

tax which Lessee and Sublessee would have paid if the Agency were not involved in the project. Lessee and Sublessee further agree 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 and Sublessee agree 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, the assessment value of the tax lot comprising the Project Realty shall be fixed at the assessment amounts set forth on Exhibit "B" attached hereto and Lessee and Sublessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty, using as a basis the assessed values set forth on Exhibit "B" for years one (1) through thirteen (13) of the Pilot Period.

(b) Lessee and Sublessee agree that the amounts payable by them or on their behalf as PILOT Payments for each year of the PILOT Period, of thirteen (13) consecutive years from the PILOT Commencement Date to the PILOT Termination Date, shall be determined by 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.

(c) For purposes of determining County PILOT Payments, the Assessment Value is to be determined in the same manner as other similar properties in the Town, by the Town Assessor for the Town (the "Town Assessor") 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".

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, 2020, and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2020. 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 thirteenth (13th) 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, after the expiration of all applicable notice and cure periods, shall constitute an "Event of Default" hereunder:

a) Failure of Lessee or Sublessee to pay any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement after fifteen (15) days written notice; or

(b) Failure of Lessee or Sublessee 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 or Sublessee in connection with the Straight Lease Transaction after thirty (30) days written notice unless such default is a non-monetary default and cannot be cured in such thirty (30) day period, Lessee or Sublessee shall have additional time to cure same not to exceed ninety (90) days, provided Lessee or Sublessee is diligently attempting to resolve such Event of Default.

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 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 and Sublessee would have been required to pay for 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 and Sublessee agree 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 thirteenth (13th) anniversary of the PILOT Commencement Date, Lessee and Sublessee 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 and Sublessee may prorate the 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 and Sublessee 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 and Sublessee agree 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 a 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 and Sublessee shall also make payments to the PILOT Escrow Agent for any 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 and Sublessee 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, if any, or which may subsequently be imposed on the Project Realty in the future.

14. It is agreed that Lessee and Sublessee 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 and Sublessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3 and Paragraph 7. Lessee and Sublessee 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 obtaining relief under this paragraph to the extent that the Agency's consent is required for Lessee and Sublessee to undertake such procedure provided, however, that Lessee and Sublessee shall continue to make PILOT Payments required hereunder.

15. The benefits and obligations of Lessee and Sublessee 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 and Sublessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Lessee and Sublessee hereby agree that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Lessee and Sublessee 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 or 10th year after the PILOT Commencement Date;

(e) zero percent (0%) of the Benefits if the Recapture Event occurs during the 11th year or thereafter after the PILOT Commencement Date.

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

The Tax Assessor shall then allocate and pay to the Town and School District their respective share of the Repayment Amount when received. The County will not receive any portion of the Repayment Amount as none of the foregoing Benefits were derived from the County.

The term "Benefits" shall mean, collectively all real estate tax benefits which have accrued to the benefit of the Lessee and Sublessee 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 and Sublessee 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 two percent (2%) per annum on the amount calculated hereunder from the PILOT Commencement Date of this Agreement to the date the Recapture of 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 or Sublessee shall have liquidated their operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its sole discretion;

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

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

(e) Lessee or Sublessee shall have subleased all or any portion of the Project Realty in violation of the limitations imposed by the Lease Agreement without the prior written consent of the Agency;

(f) Lessee or Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of their 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 or Sublessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee, or Sublessee or as otherwise permitted under the Lease Agreement;

(g) Lessee or Sublessee shall have defaulted under the terms of the Head Lease, or Lease Agreement or under any document executed by Lessee or Sublessee in connection with the Straight Lease Transaction;

(h) An Event of Default shall have occurred under this Agreement; or

(i) Lessee and Sublessee fails to make PILOT Payments as required.

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 or Sublessee. A successor of Lessee or Sublessee shall mean (i) a corporation or other entity into which or with which Lessee or Sublessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the 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 or Sublessee and assumes all the obligations and liabilities of Lessee and Sublessee 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 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, Sublessee or any affiliate.

Lessee and Sublessee covenant and agree 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 and Sublessee 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 and Sublessee specifically understand and agree that the benefits provided in this Agreement apply to the Project. Any additional construction by Lessee or Sublessee 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 and Town, the additional construction on the Project Realty shall no longer be entitled to the Benefits provided in Paragraph 7 of this Agreement and Lessee and Sublessee 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 Sublessee and not the Agency and are payable out of receipts, funds or other monies of Lessee and Sublessee.

21. As security for the PILOT Payments or other payments required pursuant to this Agreement, Lessee or Sublessee 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 or Sublessee was 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 and Sublessee 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 and Sublessee 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 or Sublessee 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 the failure of Lessee and Sublessee 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 customarily provided in similar letters of credit and in a form satisfactory to the PILOT Escrow Agent and the Agency.

22. (a) Lessee and Sublessee 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 Sublessee or performance by the Indemnified Party or Lessee, or Sublessee of any of their duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Lessee and Sublessee agree 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 each of the parties hereto.

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, or (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, 67 North Main Street, 3rd Floor, New City, NY 10956 with a copy to the Executive Director of the Agency at the same address, and Montalbano, Condon & Frank, P.C., 67 North Main Street, New City, New York 10956; Attention: Brian J. Quinn, Esq.

- (b) if to Premier Brands of America, Inc.
170 Hamilton Avenue, Suite 201, White Plains, New York 10601;
Attention: Steven D. Corsun
- (c) if to Stateline Equities LLC
170 Hamilton Avenue, Suite 201, White Plains, New York 10601;
Attn.: Steven D. Corsun
- (d) if to School District, to Pearl River School District
135 W Crooked Hill Road, Pearl River, New York 10965;
Attention: Superintendent
- (e) if to Town, to Town of Orangetown
26 Orangeburg Road, Orangeburg, New York 10962;
Attention: Supervisor
- (f) if to County, to County Office Building, 11 New Hempstead Road, New
City, New York 10956;
Attention: County Executive
- (g) if to PILOT Escrow Agent, to Town of Orangetown
26 Orangeburg Road, Orangeburg, New York 10962;
Attention: Director of Finance

The Agency, County, Town, School District, Lessee and Sublessee 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 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.

28. This Agreement shall become legal, valid, binding and effective upon each of the Agency, Lessee, Sublessee, the Town, the School District and the Town Assessor upon the execution and delivery of this Agreement by each of the Agency, Lessee, Sublessee, the Town, the School District and the Town Assessor, regardless of whether the County has executed this Agreement. Such date is referred to herein as the "Effective Date". This Agreement shall become legal, valid, binding and effective upon the County upon the execution and delivery of this Agreement by all of the foregoing and by the County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PREMIER BRANDS OF AMERICA, INC.

By: _____
Name: Steven D. Corsun
Title: President

ATTEST/WITNESS

STATELINE EQUITIES LLC

By: _____
Name: Steven D. Corsun
Title: Member

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

On the ____ day of _____ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **STEVEN D. CORSUN**, 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.

TOWN OF ORANGETOWN

ATTEST/WITNESS

By: _____
Name:
Title: Supervisor

TOWN OF ORANGETOWN - SUPERVISOR

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

On the ____ day of _____ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared _____, 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:

Ann Marie Troner
Ann Marie Troner

PEARL RIVER BOARD OF EDUCATION

By: Thomas DePrisco
Name: Thomas DePrisco
Title: President

SCHOOL DISTRICT – BOARD OF EDUCATION

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

On the 14th day of November in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **THOMAS DEPRISCO**, 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.

David S. Shaw
Notary Public **DAVID S. SHAW**
Dutchess County Registration
No. 02SH6170095

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 2019 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

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 _____n in the year 2019 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

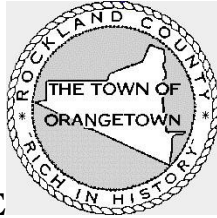
EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT "B"

Year	Reduction	Assessment
2020 - 2022	41.5%	\$1,418,625.00
2023 - 2025	14.2%	\$2,080,650.00
2026 - 2029	5%	\$2,303,750.00
2030 - 2032	0%	\$3,150,000.00



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 24, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

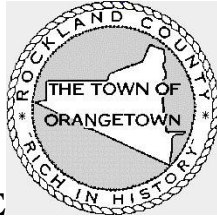
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Angel Landscaping, Inc.
9 Old School Lane
Orangeburg, NY 10962
Tel.: 845-627-5296

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 28, 2020.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 24, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

First Rate Landscaping & Construction, Inc.
P.O. Box 1212
New City, NY 10956
Tel.: 845-406-5264

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 28, 2020.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 24, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

American Minutemen Sewer & Drain, Inc.
307 South Main Street
New City, NY 10956
Tel.: 845-634-1050

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 28, 2020.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 24, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

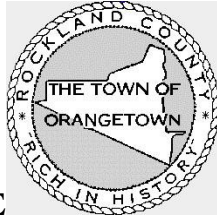
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Environmental Construction, Inc.
21 Holt Drive
Stony Point, NY 10980
Tel.: 845-429-0497

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 28, 2020.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 24, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Harris Construction of Pearl River
37 West Washington Avenue
Pearl River, NY 10965
Tel.: 845-735-3609

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 28, 2020.

Should you have any questions, please do not hesitate to contact this Office.

encl.



NYSA ANNUAL CONFERENCE
January 26-27, 2020
Crowne Plaza
Suffern, NY

Invoice

**New York State Arborists,
 ISA Chapter Inc. (Tax ID# 23-7449717)**

136 Everett Road
 Albany, NY 12205
 (518) 694-5507 phone
 (518) 935-9436 fax
info@nysarborists.com
www.nysarborists.com

BILL TO:

Town of Orangetown Highway Dept
 26 Orangeburg Road
 Orangeburg, NY 10962

INVOICE NUMBER 2020 Annual Conference

JOB DESCRIPTION 2020 Annual Conference
 Registration

DATE 1/14/2020

DATE	SERVICE DESCRIPTION	AMOUNT
1/14/2020	One Full Registration	1 \$155.00
	Total Due	\$155.00

Payment Method

Check (payable to New York State Arborists, ISA Chapter, 136 Everett Rd, Albany, NY 12205)

Credit Card: Visa MC AmEx Discover

Number _____ Exp. Date _____ Sec Code _____

Print Name (as it appears on card) _____

Cardholder's Signature _____

Billing Address (If different from above) _____

City, State, Zip _____

THANK YOU FOR YOUR SUPPORT!

R. Dillon 1-14-20

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 1/16/2020

NAME(S) OF PERSON(S) TO ATTEND: James M. Dillon

CONFERENCE, ETC. - NAME & LOCATION: NYSA Annual Conference

CONFERENCE, ETC. DATE(S): Jan 26-27 2020

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE): See Attached Brochure

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: Jan 27-28, 2019

ESTIMATED EXPENSES:

Table with columns: Item, Schls & Confs, Travel Exp*, Total. Rows include Registration Fee (\$155), Lodging, Meals, Travel, Other, and Total (\$155).

*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$ 845 (after)

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): [Signature]

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ 1000 0480-\$ -

TOWN BOARD ACTION: Approved Disapproved Date: Res. No.

REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE:

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: Date: Retain photocopy for file.

Lieutenant Michael Davin
Orangetown Police Department
26 Orangeburg Road
Orangeburg - New York 10962
Phone (845) 359-3700 Fax (845) 359-4563



TO: Chief Butterworth

Subject: Service Retirement

Date: 12/06/2019

This memo is to advise you of my planned retirement, I will be ending my employment with the Town of Orangetown Police Department effective 01/31/2020. It has been a honor to serve the people of this state and more importantly this town for the last 34 years.

Respectfully

Lieutenant Michael Davin

Orangetown Police Department

26 Orangeburg Road
Orangeburg, New York 10962
845 359 3700



December 31, 2019

Captain Donald Butterworth
Orangetown Police Department
26 Orangeburg Road
Orangeburg, N.Y. 10962

Dear Captain Butterworth,

With gratitude and satisfaction I am writing to notify you of my impending retirement from the Orangetown Police Department effective on the 31st day of January 2020. My last scheduled work and payroll day will be January 30th 2020.

It has been an honor and a privilege to protect and serve the residents of the town of Orangetown for the past 30 years.

Sincerely,

Michael Ryan

Michael Ryan

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby GOOSETOWN will provide to Customer either (1) maintenance, support and/or other services under a GOOSETOWN Service Agreement, or (2) installation services under a GOOSETOWN Installation Agreement

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by GOOSETOWN. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. GOOSETOWN will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Goosetown may also provide additional services at GOOSETOWN's then-applicable rates for such services.

4.2. If GOOSETOWN is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by GOOSETOWN will be followed.

4.3. If Customer purchases from GOOSETOWN additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the agreement. Upon reasonable request by GOOSETOWN, Customer will provide a complete serial and model number list of the equipment. Customer must promptly notify GOOSETOWN in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which GOOSETOWN receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in GOOSETOWN's reasonable opinion, be properly or economically serviced for any reason, GOOSETOWN may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify GOOSETOWN of any Equipment failure. GOOSETOWN will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. GOOSETOWN has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When GOOSETOWN performs service at Customer's location, Customer will provide GOOSETOWN, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from GOOSETOWN or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that GOOSETOWN may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:00 a.m. to 5:00 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by GOOSETOWN in rendering the Services, Customer agrees to reimburse GOOSETOWN for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide GOOSETOWN with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with GOOSETOWN.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, GOOSETOWN will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse GOOSETOWN for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of GOOSETOWN) by any governmental entity.

Section 9 WARRANTY

GOOSETOWN warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require GOOSETOWN to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. GOOSETOWN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to GOOSETOWN will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, GOOSETOWN will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Goosetown warrants that all services performed on the rented equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications. It is specifically agreed that Goosetown shall not be liable to Customer for:

a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof. In no event shall Customer or any employee of Customer, make any claim against Goosetown Communications, Inc. for indirect or consequential damages. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power

supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Further Goosetown shall not be responsible for modifying or making additions to the communication system of Renter possible as a result of progress in the technical art unless requested and paid for by Customer as provided. GOOSETOWN 's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT GOOSETOWN WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY GOOSETOWN PURSUANT TO THIS AGREEMENT.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain GOOSETOWN's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at GOOSETOWN's request. Customer may not disclose, without GOOSETOWN's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to GOOSETOWN will be deemed secret or confidential. GOOSETOWN will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola or GOOSETOWN patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither GOOSETOWN nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of GOOSETOWN or its subcontractors without the prior written authorization of GOOSETOWN. This provision applies only to those employees of GOOSETOWN or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by GOOSETOWN for the purpose of this Agreement will be and remain the sole property of GOOSETOWN. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to GOOSETOWN upon request.

This property will be held by Customer for GOOSETOWN's use without charge and may be removed from Customer's premises by GOOSETOWN at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. GOOSETOWN may subcontract any of the work, but subcontracting will not relieve GOOSETOWN of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, GOOSETOWN may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event GOOSETOWN separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), GOOSETOWN may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and GOOSETOWN and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, GOOSETOWN may adjust the price of the Services to reflect its current rates.

17.8. If GOOSETOWN provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at GOOSETOWN's then effective hourly rates.

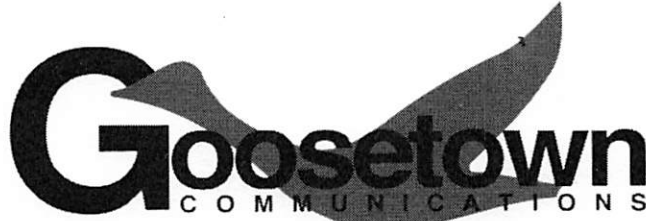
17.9. All work is non-union, non-prevailing wage.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____ PHONE _____

GOOSETOWN REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

GOOSETOWN REPRESENTATIVE (PRINT NAME) _____ PHONE _____



58 NORTH HARRISON AVENUE · CONGERS, NY 10920
 (845) 268-7500 · 1-888-466-7386
 FAX (845) 268-5345

Managed Services Communications Equipment Agreement

This Rental Agreement is made as of 1/17/2020 between Goosetown Enterprises, Inc. d/b/a Goosetown Communications, whose principal place of business is 58 North Harrison Avenue, Congers, New York 10920 and Orangetown Police Department, whose principal location is 26 Orangeburg Road Orangeburg, NY 10962.

Quantity	Item	Description		Extended
				\$ -
1	NexLog740	NexLog 740 Eventide Recorder	\$ 300.00	\$ 300.00
				\$ -
				\$ -
				\$ -

Equipment associated will remain the property of Goosetown during the term of this agreement. There is no purchase option implied or provided. The rental rate is \$300.00 per month for a term total of 60 months, commencing on the first day of the month following the date of installation of the equipment. Either party may cancel this agreement by giving 30 days' written notice of cancellation.

Goosetown will install the equipment within 120 days after the date of this agreement. Goosetown shall not be liable for delays in delivery due to causes beyond its reasonable control including acts of God, acts of the lessee, war, fire, strikes, or delays in transportation. Customer agrees to pay a total rental fee of \$18,000.00. Payments will be made monthly in advance, upon billing by Goosetown Enterprises, Inc. d/b/a Goosetown Communications for each monthly period for the term of the agreement. All payments are due whether or not said equipment is in use. If any rental payment is not received for a period of sixty (60) days or more after becoming due, Customer shall be considered in default of this lease agreement. Goosetown will provide written notice of such default, and may take possession of all equipment without further notice. All equipment listed in the agreement must be maintained and repaired by Goosetown or a repair station designated, in writing, by Goosetown. Customer will be responsible, at the end of the agreement, to return all rental equipment (determined by serial number) to Goosetown office.

Agreed to this day of 2020

BY: _____
 Name
 Goosetown Enterprises, Inc. d/b/a
 Goosetown Communications

BY: _____
 Name:
 Company:

Communications Equipment Service Agreement

Goosetown Enterprises, Inc. d/b/a Goosetown Communications agrees to furnish PREVENTIVE MAINTENANCE and PLATINUM PLUS SERVICE as described in the following pages, on the following equipment:

Quantity	Model Number	Description
1	NexLog740	NexLog 740 Eventide Recorder

Normal working hours: 8:30 A.M. to 5:00 P.M. Monday through Friday (excluding holidays) for mobiles and portables and 24x7 coverage on all base, console equipment and repeater equipment.

Special Provisions:

This Service Agreement begins in conjunction with the Lease Agreement between Goosetown and Customer dated this the ____ day of _____, 2020.

Goosetown and Customer agree to all the provisions on the face and attached two (2) pages.

Agreed to this ____ day of _____ 2020

By:
Goosetown Enterprises, Inc. d/b/a
Goosetown Communications

Name: David Gottlieb

Executive Vice President

Title

Name:

Title:

Provisions of Service Contract

1. Preventive Maintenance:

Goosetown will, in accordance with its standard practice, annually inspect Customer's communications equipment listed on page one of this contract, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition. These inspections will include transmitter measurements consisting of frequency measurements, deviation measurement, and power output measurements as required by the Federal Communications Commission.

2. Platinum Plus Service:

a) Console system base station: A technician will be dispatched, within one hour, to perform emergency service as may be required to restore the base station to normal operation. This service will be provided at any time, as often as required, without additional charge. Additionally, all components are covered for damages arising out of any acts of God, but limited to severe physical abuse. A loaner will be provided, at no additional cost, in the event the equipment cannot be promptly returned to service. Failures resulting from severe physical abuse will be billed to the Lessee on a time and materials basis, as determined by Goosetown's current price list.

3. Additional Services:

Upon the request of Customer and at rates in effect at the time of performance, Goosetown will:

- a) Install additional communications equipment;
- b) Arrange for service of towers, tower lights, antennas and transmission lines;
- c) Repair and restore to normal operating condition any communication equipment not listed on page one of this agreement, but forming a part of the customer's communication system.

4. Goosetown's Responsibility:

Goosetown warrants that all services performed on the equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications.

It is specifically agreed that Goosetown shall not be liable to Customer for:

a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof, unless said failure is a direct result of Goosetown's gross negligence. In no event shall Customer or any employee, or Customer's customer make any claim against Goosetown Communications, Inc. for indirect or consequential damages, unless said damages are a result of Goosetown's gross negligence. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Goosetown further shall not be responsible for modifying or making additions to the communication system of Customer possible as a result of progress in the technical art unless requested and paid for by Customer as provided.

5. Revision of Rates:

The rates set forth in this agreement are effective for a period of five years from the date the contract is signed. Adjustments may only be made, if in writing and by mutual consent of both Lessee and Lessor.

6. Additional Equipment:

If at any time Customer and Goosetown desire to include any additional communication equipment within the scope of this Agreement, they may do so by mutual agreement provided that such equipment is added at rates in effect at time of performance. Additionally customer may upgrade current hardware without penalty provided said upgrade is added at rates and terms in effect at the time of performance.

7. Term:

The Term of this service agreement shall begin upon the completion of the installation of equipment listed on page one (1) of this agreement unless otherwise specified under Special Provisions. The term of this service agreement shall continue for five years.

8. Ownership:

All equipment installed by Goosetown Enterprises, Inc. or its agents shall at all times remain property of Goosetown. It is further agreed to and understood that Goosetown and its designee shall be the only parties authorized to work on equipment listed in this agreement. _____Initial

David Gottlieb VP
Goosetown Enterprises Inc. d\b\la
Goosetown Communications

Name

Company

Dated _____

Kevin Drain



January 27, 2020

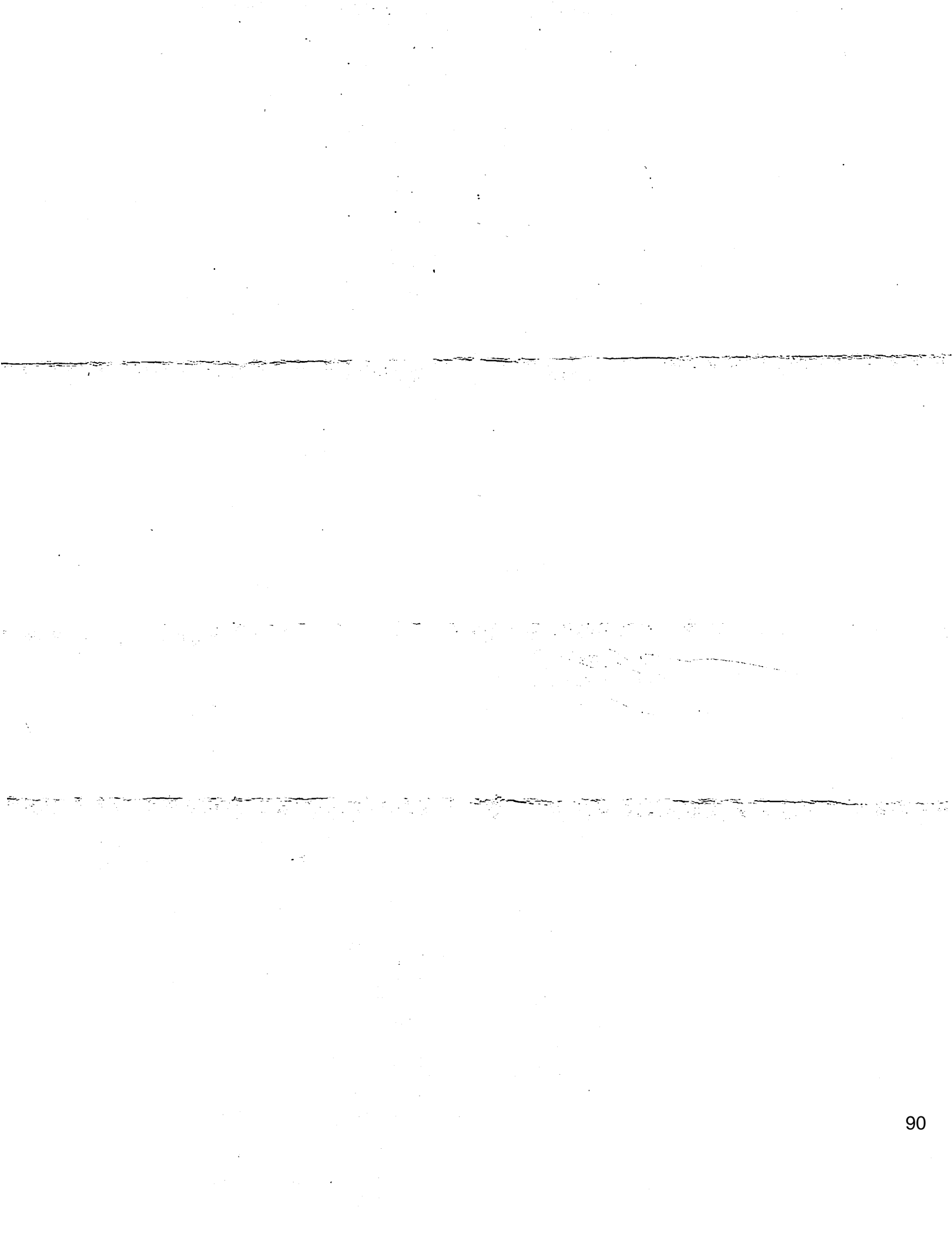
Dear Chief Butterworth,

I have filed my application for retirement with the New York State Police Fire Pension system. My effective retirement date is March 13, 2020. Please allow this letter to serve as my irrevocable letter of retirement effective March 13, 2020.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kevin Drain', written over the typed name.

P.O. Kevin Drain



WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	122619	\$ 669,877.45
	122719	\$ 229,559.20
	012220	\$ 22,054.27
	012820	\$ 910,100.66
	Total	\$ 1,831,591.58

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 Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 1/23/2020
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 1/28/2020 consists of 4 warrants for a total of \$1,831,591.58.

The first warrant had 73 vouchers for \$669,877.45 and had the following items of interest (2019 items).

1. Chair, Worker's Comp Board (p3) - \$21,069.07 for 4th Qtr payment.
2. Dwight Joyce, as Attorney (p4) -\$575,000 for legal settlement.
3. ESC Environmental (p5) - \$14,850 for sewer chemicals.
4. Gentile Construction Corp. (p6) - \$21,250 for asbestos testing Chief Bill Harris Way.
5. Sparkill Senior Citizen Club (p17) - \$7,786 for club programs.

The second warrant had 84 vouchers for \$229,559 and had the following items of interest.

6. Commissioner of Finance (p10) - \$12,959 for Highway line striping.
7. Prestige Auto Body (p22) - \$12,575 for repair of police vehicle.
8. Rockland County Solid Waste Management (p25) - \$6,855 for waste disposal.
9. Slack Chemical Co. (p26) - \$22,057 for sewer chemicals.
10. Sprague Operating Resources (p28) - \$15,661 for fuel

The third warrant had 1 vouchers for \$22,054 and was for NYPA streetlight project.

The fourth warrant had 16 vouchers for \$910,100.66 and had the following items of interest:

1. Commissioner of Finance (p1) - \$104,516 for tax certioraris.
2. Crown Castle Fiber (p2) - \$6,470 for computer connectivity.
3. CSEA Employee Benefit Fund (p2) - \$31,973 for CSEA dental benefits.
4. NYS Dept. of Civil Services (p4) - \$756,312 for Health care benefits.

Please feel free to contact me with any questions or comments. Thank you.

Jeffrey W. Bencik
845-359-5100 x2204