## **CERTIFICATION OF ELIGIBLES**

	TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE [] This Certification Not Used Because		
PT1 RECEIVED DATE CHANGE FORM RECEIVED ROSTER ENTRY MADE VET CR RECORDEDEL LIST ANNOTATED	<ul> <li>[] Request Name of More Eligibles</li> <li>[] No Additional Names Now Required</li> <li>Appointing Authority Must Sign and Date this Form on or before 09/22/2019 and return on or before 10/22/2019</li> <li>Appointing Authority:</li></ul>		
TO: SUPERVISOR CHRISTOPHER DAY Dept/Agency: TOWN OF ORANGETOWN /TOWN OF ORANGETOWN	FROM: Rockland County Department of Personnel 50 Sanatorium Road, Building A Pomona, NY 10970		

TITLE:	LOCATION:	EXAM NUMBER/PUBLIC NO:
POLICE OFFICER	TOWN OF ORANGETOWN	69-233/ 16097
NUMBER OF CANDIDATES ON CERT:	POSITIONS:	DATE OF CERTIFICATION:
1	1 / PERM /F	07/24/2019

NAME AND ADDRESS	FINAL EXAM RATING	V/O CREDITS	REPORT OF ACTION	TYPE OF APPT	SALARY	EFFECT DATE
. GABEL III, DONALD(X) 683 WESTERN HIGHWA BLAUVELT, NY 10913 (845)359-7518 (home) (845)598-0181 (work) DON2587@MSN.COM * CLEARED *	95.00 Y	0.00 /0.00				

\*\*\*Final rating includes any veteran or disabled credits shown\*\*\*

READ CAREFULLY THE INSTRUCTIONS PROVIDED FOR USE OF THIS FORM

Tin Amerk

**Issuing Agency Signature** 

14

Appointing Authority Signature

Dear Orangetown Senior Citizen:

It is my pleasure to provide to you an Orangetown senior citizens' discount card. Most merchants within the County offer discounts to the aging population and there is little reason not to take full advantage of what reduced rates are available. Therefore, I suggest that you regularly inquire with merchants before making any future purchases of goods and services. Specifically, your cable TV provider is likely to offer discounts to seniors. Please note that the card may also be used while you travel, as many restaurants, hotels accommodations and lodging, and tourist attractions in other areas also offer discounts to seniors.

It is also worth noting that New York State residents that are 62 years of age or older qualify for free vehicle access to any State Parks and free entrance to historic sites. By simply presenting your current valid New York State Driver's License or a New York State Non-Driver's License Identification Card, senior citizens are eligible for a 50% fee reduction for any state-operated swimming, golf, and tennis activity or boat rentals. My office can also provide you with information on how to apply for a reduced fare booklet that can be used on intrastate bus and Conrail routes so please do not hesitate to contact us at (845) 359-5100 \*2213.

In addition to offering discounts, Orangetown continues to strive to make many social and relaxing recreational activities that would be 100% free of charge available for seniors citizens interested in participating or getting involved with the community. For example, with presentation of your senior card, driver's license, or special passes obtained at the Youth Recreation Department, swimming is free at the South Orangetown Middle School Pool on Tuesday and Thursday evenings. Moreover, Orangetown sponsors several senior citizen social clubs that can be joined free of charge. Any person 60 years of age or older that is interested in joining a club should reach out to my office.

Senior citizens residing within the **SOUTH ORANGETOWN SCHOOL DISTRICT** can obtain their very own district Gold Card by going to the Administrative Office at 160 Van Wyck Road, Blauvelt or calling (845) 680-1009.

As your Supervisor, I look forward to meeting with many of you at future club gatherings and other social events. Furthermore, if I can be of any service to you with reference to problems that fall under the jurisdiction of our Town's local government please call Town Hall and ask for my office.

Sincerely,

Chris Day Supervisor



Engineers Planners Surveyors Landscape Architects Environmental Scientists 50 Chestnut Ridge Road Suite 101 Montvale, New jersey 07645 T: 845.352.0411 F: 845.231.6321 www.maserconsulting.com

June 16, 2019

## VIA E-MAIL

Supervisor Christopher Day Town of Orangetown 26 West Orangetown Road Orangeburg, NY 10962

Re: Proposal for Professional Planning Services Pearl River TOD Rezoning and Design Guidelines - SEQRA <u>MC Proposal No. 19001462P</u>

Dear Supervisor Day:

Maser Consulting P.A. is pleased to submit this proposal for professional services related to the preparation of State Environmental Quality Review Act (SEQRA) documentation for the proposed Pearl River Transit Oriented Design (TOD) District Rezoning.

This proposal provides an overview of the SEQRA process, which would include the preparation of a Generic Environmental Impact Statement (GEIS). It then details the scope of work and cost associated with the two initial phases.

## <u>THE SEQRA – GEIS PROCESS</u>

The Town of Orangetown is considering the implementation of a TOD District Rezoning in the Hamlet of Pearl River near the Pearl River train station.

SEQRA requires all state and local government agencies to equally consider environmental impacts with social and economic factors when discretionary decisions are being made. Most activities in New York State proposed by a state agency or local government with a potential for significant environmental impacts require an environmental review in accordance with 6 NYCRR Part 617.10(a) of the SEQRA regulations.

The Rezoning will be considered a Type 1 Action under SEQRA as associated construction activities, other than of residential facilities, will meet or exceed the physical alteration of 10 acres (the entire subject area is 80 acres though not all of it may be affected by construction); it may also meet several other Type 1 criteria based on the final Rezoning Plan (e.g., changes in allowable uses within a zoning district affecting 25 or more acres therein).



Coordinated review is necessary for Type 1 Actions and those requiring an EIS. Coordinated review is the process by which all involved agencies cooperate in an integrated environmental review, allowing for their interests and concerns to be considered by the lead agency in the determination of significance and in scoping an EIS.

A SEQRA Type 1 Action requires the preparation of a Full Environmental Assessment Form (FEAF), which consists of three parts. Part 1 details the proposed action's location, size, type, and general characteristics. Part 2 identifies potential impacts that may result from the proposed project. Part 3 of the FEAF is used to determine if the potential adverse impacts identified in Part 2 are significant or not, and whether a Draft EIS will be prepared. If it is determined that a Draft EIS will be required, Part 3 also identifies the scope of work to be considered in more detail.

Based on the FEAF, the next step of the process is for the lead agency to make its determination of significance. If the lead agency determines that the proposed action (the Rezoning) will not have a significant adverse impact on the environment, then a negative declaration must be prepared. A negative declaration explains why the impacts that were identified and analyzed will not be significant. If the lead agency determines that the proposed action may result in a significant adverse impact, it must prepare and file a notice of that determination - a positive declaration. The positive declaration identifies the potential significant adverse environmental impacts that require the preparation of an EIS and the initiation of scoping.

The scoping process, once a determination of significance is made, then follows. The lead agency identifies the potentially significant adverse impacts related to the proposed action that are to be addressed in the draft GEIS, including:

- Content and level of detail of the analysis;
- Range of alternatives;
- Mitigation measures; and
- Identification of non-relevant issues.

Scoping provides the direction and guidance on the topic matters to be considered and provides an opportunity for participation by involved agencies and the public. A draft Scoping Document is prepared and made available for review and comment. Although a public meeting is not mandatory, the opportunity for agency and public comment - written and / or verbal - is; notice is published in the Environmental News Bulletin (ENB) and the Scoping Document is to be made available on a free local website.

It is anticipated that due to the size and scope of the proposed rezoning, the Type 1 Action is likely to require the preparation of an EIS. If so, it is proposed to prepare a draft Generic Environmental Impact Statement (GEIS) for Pearl River TOD District Rezoning to assess and disclose the potential environmental, social, and economic impacts of the Rezoning.

SEQRA defines a GEIS as "an entire program or plan having wide application or restricting the range of future alternative policies or projects." The GEIS process begins by assigning a lead agency that is responsible for determining whether a GEIS will be required, and if so, for its preparation and filing. It is assumed that the Town of Orangetown will be the lead agency for the proposed Rezoning.

The next step is to prepare a Draft GEIS. The content of a Draft GEIS includes, in summary, a concise description of the project and environmental setting, and a statement and evaluation of the potential significant adverse environmental impacts, cumulative impacts, alternatives, and mitigation methods.

A public comment period is available immediately following the completion of the Draft GEIS. This gives the public an opportunity to review the Draft GEIS and provide comments via email, mail, and/or verbally at public outreach meetings.

The Final GEIS includes responses to comments and any changes in the Draft based on the response to comments or other new information. When the final GEIS is completed, a notice of completion must be prepared, filed and published. Following issuance of the final GEIS, all involved agencies submit their SEQRA Findings and final decision on the action.

All SEQRA documents and notices, including but not limited to, EAFs, negative declarations, positive declarations, scopes, notices of completion of an EIS, EISs, notices of hearing and findings are readily accessible to the public through this website and made available on request.

# PHASE 1.0FULL ENVIRONMENTAL ASSESSMENT FORM ANDDETERMINATION OF SIGNIFICANCE (POSITIVE DECLARATION)

Maser Consulting will prepare a draft FEAF - Parts 1, 2 and 3 - in coordination with and including review by the Town. Part 1 will detail the proposed action's location, size, type, and characteristics. Part 2 will identify potential impacts that may result. Part 3 is used to determine if the potential adverse impacts are significant or not, and whether a Draft GEIS will be prepared. A final FEAF will be prepared based on comment and direction from the Town.

Other agencies will need to be identified for the purposes of the requisite SEQRA coordinated review. As noted previously, the lead agency is to be identified within 30 days of when the completed FEAF Part 1 is sent to the other agencies.

For direct actions by an agency, with no other parties involved and no triggering of the time clock by submission, circulation or receipt of an FEAF, a determination of significance is to be made as early as possible in formulating an action and before any authorization is granted that commits a lead agency to an action. In other cases where applicants require funding or approvals, the timeframe is 20 days from receipt of the FEAF or establishment of the lead agency, whichever is the latest. Fee assumes that a Type 1 Positive Declaration will be prepared by Maser Consulting, which will include: Description of the Action; Project Location; Reasons Supporting the Determination; Agency contact information, etc. A Type 1 Positive Declaration (or Negative Declaration) is published in the NYSDEC Environmental News Bulletin (ENB).

## Phase 1.0 Lump Sum Fee

## \$ 35,000.00

## PHASE 2.0 DRAFT AND FINAL SCOPING DOCUMENTS

Once a determination of significance is made, the scoping process follows. The lead agency identifies the potentially significant adverse impacts related to the proposed action that are to be addressed in the draft GEIS. A draft Scoping Document will be prepared by Maser Consulting and then made available for review and comment (following any comment by the Town). Although a public meeting is not mandatory, the opportunity for agency and public comment - written and / or verbal - is required; notice is published in the ENB and the draft Scoping Document is to be made available, including on a free local website. The availability of the draft and final scopes must be noticed in the ENB and be placed on a publicly available website.

Typically, within 60 days of the draft scope, the lead agency provides a final written scope, which Maser Consulting will prepare. It is assumed that no public meeting is specifically held for the draft Scoping Document as the Town's approach to the integration of the SEQRA process with the proposed Rezoning may affect the type and number of public hearings, (e.g. potential of combined SEQRA/Rezoning hearing.)

This Scoping Document will contain the following information:

- A description of the proposed action;
- The potentially significant adverse impacts identified both in the positive declaration and as a result of consultation with the lead agency;
- The extent and quality of information needed for the preparer to adequately address each impact, including an identification of relevant existing information, and required new information, including the required methodology(ies) for obtaining new information;
- An initial identification of mitigation measures;
- Reasonable alternatives to be considered; and
- An identification of the information/data that should be included in an appendix rather than the body of the draft EIS.

## Phase 2.0 Lump Sum Fee

#### \$ 32,000.00

## PHASE 3.0 GENERIC ENVIRONMENTAL IMPACT STATEMENT

Maser Consulting will prepare a Preliminary Draft Generic Environmental Impact Statement (GEIS) in accordance with the adopted Scoping Document and SEQRA requirements as described in 6 NYCRR Part 617, State Environmental Quality Review. The outline of the Preliminary Draft GEIS will be as follows, although there is no established strict format:

- Cover Sheet
- Table of Contents
- Executive Summary
- Description of the Proposed Action
- Environmental Setting
- Environmental Impacts
- Mitigation Measures
- Alternatives
- Unavoidable impacts, irreversible and irretrievable commitment of resources, growth inducing aspects and effects on the use and conservation of energy resources.

Upon completion of the Preliminary Draft GEIS, this document will be submitted to the lead agency for review and comments. The Draft GEIS will be prepared after receipt of comments.

After all comments are received from the public as a result of the public hearing(s) a Draft Final GEIS will be prepared incorporating all of the public comments and any changes to the proposed action based upon public comments. The Draft Final GEIS will also include all of the comments received during the public review process and responses to those comments. Upon its completion, the document will be submitted to the lead agency, involved agencies, etc. for review and comments.

The Final GEIS will be revised after receipt of comments from all parties. A Final GEIS will then be prepared and submitted to the lead agency for adoption.

## Phase 3.0 Fee

#### \$ TBD

## PHASE 4.0 SEQRA FINDINGS STATEMENT

A SEQRA findings statement will be prepared on behalf of the lead agency. It will include a summary of the action (resources affected, impacts), facts and conclusions relied upon in making decision, certification of findings to undertake the action. A positive findings statement means that the action is approvable after consideration of the final GEIS, and demonstrates that the action chosen is the one that avoids or minimizes adverse environmental impacts presented in the EIS and weighs and balances them with the social, economic and other essential considerations. If the action is not approvable, a negative findings statement documenting the reasons for the denial must be prepared.

#### Phase 4.0 Fee

#### \$ TBD

#### SCHEDULE OF FEES

For this proposal, we have provided a lump sum estimate for the first two initial tasks to be undertaken as part of the SEQRA process – FEAF/Positive Declaration and Scoping Document. A separate proposal will be subsequently prepared to address the remainder of the SEQRA process including the GEIS. As noted, previously, Scoping cost is for the document only and does not include a public meeting. If client decides to convene a public hearing as part of the scoping process, Time and Materials will be billed as Additional Services in accordance with the prevailing Maser Consulting Rate Schedule upon written authorization to proceed.

PHASE 1.0FULL ENVIRONMENTAL ASSESSMENT FORM AND DETERMINATIONOF SIGNIFICANCE (POSITIVE DECLARATION)\$35,000.0			
PHASE 2.0	DRAFT AND FINAL SCOPING DOCUMENTS	\$32	,000.00
PHASE 3.0	GENERIC ENVIRONMENTAL IMPACT STATEMENT	\$	TBD
PHASE 4.0	SEQRA FINDINGS STATEMENT	\$	TBD
ADDITIONA	AL SERVICES	НС	URLY
REIMBURSABLE EXPENSES		RATE SCHE	EDULE

#### ADDITIONAL SERVICES

This scope of work does not include the preparation or filing of public notices. These may be done upon request of the client and billed in accordance with the prevailing Rate Schedule at time of service.

Meetings above those noted in this proposal will be billed hourly in accordance with the Rate Schedule. Additional tasks requested by the client will be performed upon receipt of written authorization. Such tasks will be billed hourly in accordance with the prevailing Rate Schedule at the time of service.

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice in accordance with the Rate Schedule in effect at time of service.

## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

#### 1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

#### 2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

#### 3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

#### 4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

#### 5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

#### 6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

#### 7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

#### 8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

#### 9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. to the Client.

#### 10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

#### 11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

#### 12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

#### 13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

#### 14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

#### 15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

#### **16.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

## **SECTION III – 2019 RATE SCHEDULE**

## **TECHNICAL STAFF RATES**

#### **BILLING TITLES**

#### HOURLY RATES

Executive Principal	
Principal	
Senior Technical Director	
Senior Project Manager	
Technical Director	
Project Manager	
Senior Project Specialist	
Project Specialist	
Technical Professional	
Technical Specialist	
Specialist	
Senior Data Technician	
Senior Technical Assistant	
Technical Assistant	90.00
Data / Field Technician	75.00
Survey Crew – 2 Man	
Survey Crew – 1 Man w/Robotic Equipment	
Expert Witness	
Sr. LSRP	
LSRP	

## **REIMBURSABLE EXPENSES**

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	
Computer Mylars / Color Plots	60.00 / Each
Photo Copies	0.15 / Each
Color Photo Copies	1.75 / Each
Document Binding	3.50 / Each
Portable Media	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each
Initial Digital Signature	
Additional Digital Signatures	50.00/Each

\* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2019

## SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section IV**, and **return one signed copy to this office.** This proposal is valid until August 30, 2019.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

Deborah Alaimo Lawlor, FAICP, PP Discipline Leader, Planning Services

Nabil Chanen

Nabil M. Ghanem, PE Principal

DAL/ca

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail) Raymond Walker, Maser Consulting (via e-mail)

 $\label{eq:linear} R: \label{eq:linear} AllOffices \label{eq:linear} Montvale \label{eq:linear} Proposals \label{eq:linear} 2019 \label{eq:linear} 19001462 P \label{eq:linear} SEQRA \label{eq:linear} Proposals \label{eq:linear} 19001462 \labe$ 

10 A

UNFINISHED BUSINESS

Referral No. 6955 July 9, 2019

Introduced by:

Hon. Philip Soskin, Sponsor Hon. Toney L. Earl, Sponsor Hon. Aney Paul, Sponsor Hon. Aron B. Wieder, Sponsor Hon. Harriet D. Cornell, Sponsor Hon. Douglas J. Jobson, Sponsor Hon. Vincent D. Tyer, Sponsor Hon. Alden H. Wolfe, Sponsor Hon. Lon M. Hofstein, Sponsor Hon. Charles Falciglia, Sponsor

#### RESOLUTION NO. 364 OF 2019

APPROVING AN INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF ROCKLAND AND THE TOWNS OF CLARKSTOWN, HAVERSTRAW, ORANGETOWN, RAMAPO AND STONY POINT FOR THE OPERATION AND MAINTENANCE OF THE ROCKLAND COUNTY ANIMAL SHELTER FOR A TOTAL CONTRACT SUM NOT TO EXCEED \$286,542 [NCTD] FOR THE PERIOD FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE INTERMUNICIPAL AGREEMENT [DEPARTMENT OF HEALTH] (\$286,542)

#### SOSKIN/HOFSTEIN: UNAN.

WHEREAS, In 1973, the County of Rockland constructed an animal shelter on land owned by the County, which is located at 65 Fireman's Memorial Drive, Pomona, New York 10970 (the "Animal Shelter"), for the temporary care, shelter and disposition of neglected, abused, and abandoned dogs and other animals pursuant to Article 7 of the New York State Agriculture and Markets Law and other laws of the State of New York applicable thereto, and the County has since 1973 accepted dogs and other similar domestic animals brought to the Animal Shelter by town and village animal control officers, law enforcement officers, residents and humane organizations for the proper care and provision of proper food and shelter for these dogs and other similar domestic animals until redeemed or otherwise disposed of; and

WHEREAS, Hi-Tor Animal Care Center, Inc., a not-for-profit corporation located at 65 Fireman's Memorial Drive, Pomona, New York 10970, has since 1973 provided care to and shelter for impounded, strayed, surrendered, and abandoned animals in Rockland County; and

WHEREAS, By Resolution 291 of 2018, the Legislature of Rockland County approved the intermunicipal agreement between the County of Rockland and the Town of Clarkstown, the Town of Haverstraw, the Town of Orangetown, the Town of Ramapo and the Town of Stony Point (collectively, the "Five Towns") for the operation and management of the Animal Shelter in an amount not to exceed \$286,542 for the period from January 1, 2018 through December 31, 2018; and

WHEREAS, By Resolution No. 292 of 2018, the Legislature of Rockland County approved an agreement in excess of \$100,000 with Hi-Tor Animal Care Center, Inc. to operate and manage the Animal Shelter in an amount not to exceed \$1,612,710 for the period from January 1, 2018 through December 31, 2022 with the option to renew for an additional five-year term; and

WHEREAS, By this resolution, the Commissioner of Health requests that the County Executive and the Legislature of Rockland County approve an intermunicipal agreement between the Five Towns for the operation and management of the Animal Shelter in an amount not to exceed \$286,542 for the period from January 1, 2019 through December 31, 2019; and

WHEREAS, Both the County and the Five Towns are "municipal corporation[s]" as defined in New York General Municipal Law section 119-n(a); and

WHEREAS, General Municipal Law section 119-o(1) provides, in relevant part, that "municipal corporations . . . have [the] power to enter into . . . agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a . . . contract basis," provided that such agreements are "approved by each participating municipal corporation . . . by a majority vote of the voting strength of its governing body"; and

WHEREAS, It is the desire of the County and the Five Towns to continue the operation and maintenance of the Animal Shelter; and

WHEREAS, The residents of the County and the Five Towns will benefit from the intermunicipal agreement; and

WHEREAS, The governing body of each of the Five Towns will approve the intermunicipal agreement via resolution prior to signing the agreement; and

WHEREAS, Pursuant to the intermunicipal agreement, the Five Towns shall pay to the County the following amounts: (a) Town of Clarkstown - \$111,034.80; (b) Town of Haverstraw - \$39,399.30; (c) Town of Orangetown - \$39,399.30; (d) Town of Ramapo - \$75,217.50; and (e) Town of Stony Point - \$21,491.10; and

WHEREAS, This Intermunicipal Agreement is a revenue contract, and the adoption of this resolution does not involve the expenditure of any County tax dollars [NCTD]; and

WHEREAS, The Multi-Services and Budget and Finance Committees of the Legislature have met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves, pursuant to New York General Municipal Law sections 119-n(a) and 119-o(1), the intermunicipal agreement between the County of Rockland and the Town of Clarkstown, the Town of Haverstraw, the Town of Orangetown, the Town of Ramapo and the Town of Stony Point (the "Five Towns") for the operation and management of the Animal Shelter, which is located at 65 Fireman's Memorial Drive, Pomona, New York 10970, in an amount not to exceed \$286,542 for the period from January 1, 2019 through December 31, 2019, which agreement will be approved by the governing body of each of the Five Towns via resolution prior to signing the agreement, and hereby authorizes the County Executive to execute the intermunicipal agreement on behalf of the County, subject to the approval of the County Attorney; and be it further

RESOLVED, That this Intermunicipal Agreement is a revenue contract, and the adoption of this resolution does not involve the expenditure of any County tax dollars [NCTD].

BB:dc 2019-02067 5-23-19 5/29/19 dc 5/29/19, 6/5/19/dmg 7/9/19, 7/12/19/dmg

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## STATE OF NEW YORK

COUNTY OF ROCKLAND )

I, the undersigned, Clerk to the Legislature of the County of Rockland DO HEREBY CERTIFY that the attached is an original resolution of such Legislature, duly adopted on the  $9^{th}$  day of July 2019 by a majority of the members elected to the Legislature while such Legislature was in regular session with a duly constituted quorum of members present and voting.

SS.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of seventeen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this <u>12<sup>th</sup> day of July 2019</u>.

Date sent to the County Executive: July 12, 2019

Mer,

Edwin J. Day, County Executive County of Rockland

Laurence O. Toole, Clerk Rockland County Legislature 2/(1/9)

Date

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Federal ID#: 14-6002126, Federal ID#: 13-6007298, Federal ID#: 13-6007311, Federal ID#: 13-6007324, Federal ID#: 13-6007332

#### INTERMUNICIPAL AGREEMENT TOWN OF CLARKSTOWN, HAVERSTRAW, ORANGETOWN, RAMAPO AND STONY POINT AND COUNTY OF ROCKLAND

#### WITNESSETH:

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the COUNTY OF ROCKLAND, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "COUNTY", and TOWN OF CLARKSTOWN, a municipal corporation of the State of New York with offices located at 10 Maple Avenue, New City, New York 10956; TOWN OF HAVERSTRAW, a municipal corporation of the State of New York with offices located at 0ne Rosman Road, Garnerville, New York 10923; TOWN OF ORANGETOWN, a municipal corporation of the State of New York 10962; TOWN OF RAMAPO, a municipal corporation of the State of New York with offices located at 237 Route 59, Suffern, New York 10901; and TOWN OF STONY POINT, a municipal corporation of the State of New York with offices located at 74 East Main Street, Stony Point, New York 10980; hereinafter referred to as "TOWNS", hereinafter referred to as, in the manner following:

WHEREAS, the COUNTY and the TOWNS are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York, and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so "be approved by each participating municipal corporation" "by a majority vote of the voting strength of its governing body," and

WHEREAS, In 1973 the COUNTY constructed an Animal Shelter on land owned by the COUNTY located at 65 Fireman's Memorial Drive, Pomona, New York 10970, for the temporary care, shelter and disposition of neglected, abused, and abandoned dogs and other animals pursuant to Article 7 of the New York State Agriculture and Markets Law and other laws of the State of New York applicable thereto, and has historically accepted dogs and other similar domestic animals brought to the Animal Shelter by the TOWNS animal control officer, law enforcement officer, residents and humane organizations for the proper care and provision of proper food and shelter for these dogs and other similar domestic animals until redeemed or otherwise disposed of; and

WHEREAS, It is the desire of the COUNTY and the TOWNS to continue the operation of such Animal Shelter in accordance with the laws of the State of New York, and the regulations established for such purposes by the Legislature of Rockland County; and

WHEREAS, on the day of , 2019, the Town Board of the TOWN OF CLARKSTOWN, by Resolution No. execution by the Supervisor, and , 2019, the Town Board of the TOWN OF of 2019, approved this agreement and authorized its

WHEREAS, on the day of , 2019, the Town Board of the TOWN OF HAVERSTRAW, by Resolution No. of 2019, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2019, the Town Board of the TOWN OF ORANGETOWN, by Resolution No. of 2019, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2019, the Town Board of the TOWN OF RAMAPO, by Resolution No. of 2019, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2019, the Town Board of the TOWN OF STONY POINT, by Resolution No. of 2019, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2019, the Legislature of Rockland County by Resolution No. of 2019, approved this agreement and authorized its execution by the County Executive, and

NOW, THEREFORE, IT IS AGREED, That the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. <u>SERVICES</u>: COUNTY, shall render and perform services for and to TOWNS and their residents, as itemized on the attached **Schedule** "A." COUNTY represents and warrants to TOWNS that it, and its employees, agents and servants possess all the skills, experience, expertise and independence to render these services to TOWNS.

2. <u>TERM</u>: COUNTY services to be performed under this agreement shall commence on January 1, 2019 and terminate on December 31, 2019.

3. <u>PAYMENT</u>: THE TOWNS agree to pay to COUNTY and COUNTY agrees to accept on a quarterly basis the sums set forth on the attached **Schedule "B"** for the provision of services set forth on the attached **Schedule "A."** In the event the quarterly payment is not received from TOWNS as herein agreed, the COUNTY may, thirty (30) days from the date of delinquent payment, refuse to accept dogs and other similar domestic animals brought to the Animal Shelter by the TOWNS animal control officer, law enforcement officer, residents and humane organizations; or, in the COUNTY's sole discretion, COUNTY may accept dogs and other similar domestic animals and charge the TOWNS a per diem rate for the care of each dog and other similar domestic animal brought to the Animal Shelter by the TOWNS animal control officer, law enforcement officer, residents and humane organizations.

4. <u>TERMINATION/AMENDMENT</u>: This agreement may be terminated or amended on at least thirty (30) days written notice by the COUNTY or TOWNS.

5. <u>ENTIRE AGREEMENT/NO MODIFICATION</u>: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

6. <u>EXECUTION</u>: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable, where the original follows within ten (10) days. Failure to timely provide original signatures will be a ground for termination by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written. It is understood and agreed by the parties that this agreement is not valid and enforceable by any signatory until fully executed by all parties.

## DEPARTMENT OF HEALTH (Approved for the signature of the County Executive)

TOWN OF CLARKSTOWN

By:	
PATRICIA S. RUPPERT, DO	D, MPH, DABFM, FAAFP
Commissioner	

By: \_\_\_\_\_ GEORGE HOEHMANN Supervisor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

#### TOWN OF HAVERSTRAW

By: \_\_\_\_\_\_ HOWARD T. PHILLIPS, JR. Supervisor

Dated: \_\_\_\_\_

#### TOWN OF RAMAPO

By: \_\_\_\_\_\_ MICHAEL SPECHT Supervisor

Dated: \_\_\_\_\_

## TOWN OF ORANGETOWN

By: \_\_\_\_\_ CHRISTOPHER DAY Supervisor

Dated: \_\_\_\_\_

#### TOWN OF STONY POINT

By: \_\_\_\_\_ JIM MONAGHAN Supervisor

Dated: \_\_\_\_\_

# **DEPARTMENT OF LAW** (Approved for the signature of the County Executive)

By:\_\_\_\_\_ BRIGITTE N. NAHAS BOTTA Deputy County Attorney

Dated: \_\_\_\_\_

LM2019-\_\_\_\_

## **COUNTY OF ROCKLAND**

By:\_\_\_\_\_

EDWIN J. DAY County Executive

Dated: \_\_\_\_\_

STATE OF NEW YORK ) ss: COUNTY OF ROCKLAND )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019 BEFORE ME CAME **EDWIN J. DAY**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE COUNTY EXECUTIVE OF ROCKLAND COUNTY, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 11 NEW HEMPSTEAD ROAD, NEW CITY, NEW YORK, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE COUNTY OF ROCKLAND.

#### NOTARY PUBLIC

#### <u>ATTESTATION:</u>

AS CLERK TO THE LEGISLATURE, I HEREBY ATTEST THAT I KNOW THE SEAL OF THE LEGISLATURE OF ROCKLAND COUNTY, AND THAT THE SEAL AFFIXED TO THIS INSTRUMENT IS SUCH SEAL.

> LAURENCE O. TOOLE Clerk to the Legislature

STATE OF NEW YORK )

ss: COUNTY OF ROCKLAND)

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019 BEFORE ME CAME <u>GEORGE HOEHMANN</u>, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF CLARKSTOWN, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 10 MAPLE AVENUE, NEW CITY, NEW YORK 10956, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF CLARKSTOWN.

NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF ROCKLAND)

ss:

ss:

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME CAME **HOWARD T. PHILLIPS, JR.**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF HAVERSTRAW, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF HAVERSTRAW.

#### NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF ROCKLAND)

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019 BEFORE ME CAME <u>CHRISTOPHER DAY</u>, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF ORANGETOWN, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF ORANGETOWN.

#### NOTARY PUBLIC

STATE OF NEW YORK )

SS:

COUNTY OF ROCKLAND)

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME CAME <u>MICHAEL SPECHT</u>, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF RAMAPO, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 237 ROUTE 59, SUFFERN, NEW YORK 10901, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF RAMAPO.

#### NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF ROCKLAND)

ss:

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019 BEFORE ME CAME **JIM MONAGHAN**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF STONY POINT, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 74 EAST MAIN STREET, STONY POINT, NEW YORK 10980, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF STONY POINT.

NOTARY PUBLIC

#### INTENTIONALLY LEFT BLANK

## Schedule "A"

1. The County shall provide and maintain a shelter or pound for seized domestic companion animals and for lost, strayed or homeless domestic companion animals pursuant to § 114 of the Agriculture and Markets Law at Firemen's Memorial Drive, Pomona, New York, shall humanely euthanize, where necessary, seized and unredeemed domestic companion animals pursuant to and as provided in the Agriculture and Markets law, and the Rules and Regulations promulgated thereunder by the Commission of Agriculture and Markets, and shall properly care for all animals in such shelter, that shall at all times during the term hereof, be under the care and charge of a competent employee.

2. The shelter shall be available to the Dog Control Officer, Highway Department workers and police officers of the Towns during all operating hours, as well as Towns residents with valid proof of residency, for routine receptions and at all other times as hereinafter provided.

3. The County shall accept "community" (a/k/a feral) cats in accordance with Hi Tor Animal Care Center's Feral Cat Policy, which was approved by Hi-Tor Animal Care Center, Inc. via Resolution No. 2019-1 on May 2, 2019, and which is attached hereto as **Schedule** "**C**" and made a part of this Agreement.

4. The County shall include in its agreement with Hi-Tor, Inc, a term requiring each Town's Supervisor, or his/her designee, to be a non-voting member of the Board of Directors of Hi-Tor, Inc.

5. The County will enforce the provisions of § 117 of the Agriculture and Markets Law with respect to impoundment periods and fees, proper licensing and rabies vaccinations.

- (a) At the end of the legally established impoundment period, as set forth in § 117 of the Agriculture and Markets Law, unredeemed, aged, diseased or otherwise unadoptable domestic companion animals (in the judgment of the County), unless otherwise specified by the Dog Control officer, may be disposed of humanely as provided by applicable laws and regulations.
- (b) Upon the expiration of the statutory seven (7) day redemption period, and unless such animal shall have been humanely disposed of, any unredeemed, seized, lost, strayed or homeless domestic companion animal shall be deemed transferred to, and shall become the property of the County, which, thereafter, may release such unredeemed animal for adoption, place such animal, or otherwise act with respect to such animal as permitted by law as set forth in § 117 of the Agriculture and Markets Law. Following such transfer, the County shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
- (c) In the event that a seized, lost or strayed domestic companion animal impounded by an employee of the Town and/or Town resident is claimed by its owner prior to the expiration of the statutory redemption period of seven (7) days, the owner

must make payment of the impoundment fee required pursuant to Article 7 of the Agriculture and Markets Law payable to the County, plus boarding fees payable to the County in an amount to be determined by the County for each twenty-four (24) hour period the animal has been in the care of the County.

- (d) The County shall not release a dog to any Towns resident without such resident providing acceptable proof of licensing and rabies vaccination; any deviations will be reported to the Dog Control Officer for enforcement.
- (e) In the event an animal has been transferred to the County and released for adoption due to the expiration of the statutory redemption period, pursuant to § 117(7-a) of the Agriculture and Markets Law, but has not yet been placed, the County may permit the former owner, if verified, to reclaim the animal upon the payment of both the Impound and Boarding fees required by law and due to the Towns, plus such amount as may be established by the County as a charge for each twenty-four (24) hour period the animal has been in the care of the County beyond the seven (7) day redemption period.
- (f) The per diem fees beyond the statutory redemption period shall be the property of the County and shall be receipted to the payer by the County. The statutory impoundment fee shall be kept by the County and applied to the maintenance and operation of the animal shelter.

# Schedule "B"

MUNICIPALITY	ANNUAL NOT TO EXCEED AMOUNT	QUARTERLY SUM
Town of Clarkstown	\$111,034.80	\$27,758.70
Town of Haverstraw	\$39,399.30	\$9,849.83
Town of Orangetown	\$39,399.30	\$9,849.83
Town of Ramapo	\$75,217.50	\$18,804.38
Town of Stony Point	\$21,491.10	\$5,372.78

## SCHEDULE "C"

## HI TOR ANIMAL CARE CENTER'S FERAL CAT POLICY

## Definitions

- "Ear tip" or "ear tipping," is the removal of a small piece (approx. one centimeter) from the tip of an animal's left ear to identify a feral cat as having been spayed/neutered and vaccinated and which is in no way harmful to the animal.
- "Feral cat," A feral cat is a cat that has had little or no human contact during the animal's life and cannot be safely handled by those methods commonly employed by human care givers or protectors.

"Hi Tor"," is the High Tor Animal Care Center, Inc.

"Spay/neuter/vac," means the non-lethal trap, spay/neuter, vaccinate, ear tip and return practice for receiving and processing feral cats brought to Hi Tor.

• Hi Tor Animal Care Center, Inc., ("Hi Tor" or "Shelter") opposes – and will not assist – any "catch and kill" program of feral cat population control.

• Hi Tor does not accept and will not receive any feral cat for the sole purpose of euthanasia.

• Hi Tor endorses and practices the Non-lethal Trap, Spay/Neuter, Vaccinate, Ear Tip and Return ("spay/neuter/vac") method of addressing feral cats, which, when integrated with an existing feral cat management plan, is the most effective method of humanely controlling feral cat populations.

• Hi Tor will only accept feral cats pursuant to these protocols. Ear tipped cats will <u>not</u> be accepted at the shelter. Any feral cat delivered to the shelter must be picked up when deemed ready for release by Hi Tor personnel.

• Feral cats, which have <u>not</u> been previously ear tipped and which have been delivered to the shelter will be accepted by Hi Tor for spay/neuter/vac <u>only</u>. Following spay/neuter/vac, each feral cat shall be returned to the vicinity and environment where the animal was located.

• After spay/neuter/vac, and within forty-eight (48) hours of receipt of notice from Hi Tor, feral cats must be retrieved from Hi Tor and returned to the vicinity where the animal was located. *Hi Tor will only receive and accept feral cats with the express understanding and agreement that after spy/neuter, etc., and Hi Tor clearance, the animal must be returned to its prior location for reentry to that environment.* 

• A rabies vaccination will be administered to a feral cat before Hi Tor's release of the animal for return to the environment where the feral cat was located. Feral cats that have been spayed/neutered will also be ear tipped at Hi Tor.

## MEMORANDUM OF UNDERSTANDING

## By and Between the Town of Orangetown and New York Sharks Swim Team, LLC January 1, 2019 through December 31, 2019

In recognition of the role that the New York Sharks swim team plays in providing a competitive swim program for the residents of the Town of Orangetown, and recognizing that the Town of Orangetown contractually utilizes the aquatic facility of the South Orangetown School District pursuant to an Inter-municipal Agreement dated June 23, 2010, and

Further recognizing that the Town of Orangetown decided to discontinue direct operation of a competitive swimming program in 2003, and instead sponsor the program as a separate entity, and

Recognizing that the Town of Orangetown contractually utilizes the aquatic facility of the South Orangetown Central School District pursuant to an Inter-Municipal Agreement dated June 23, 2010,

NOW THEREFORE, this Memorandum of Understanding between the Town of Orangetown, by its Division of Parks & Recreation, and New York Sharks Swim Team, LLC for the calendar year beginning January 1, 2019 and ending December 31, 2019 is hereby adopted by and between the Town of Orangetown Division of Parks and Recreation and New York Sharks Swim Team, LLC (hereinafter New York Sharks) as follows:

#### THE FACILITY:

1. The Town of Orangetown is the Lessee of the South Orangetown Central School District's swimming pool facility located at the South Orangetown Middle School, 160 Van Wyck Road, Blauvelt, New York. The facility consists of: the twenty-five (25 yd.) yard, six (6) lane swimming pool, men's locker rooms with bathroom and showers, the women's locker rooms with bathroom and showers, storage closets and office during the Town's usage.

#### VERIFICATION OF NOT-FOR-PROFIT STATUS:

2. New York Sharks shall provide written proof of its 501(c)(3) status as a not-for-profit corporation to the Town of Orangetown Office of Parks & Recreation by January 15, 2019.

#### THE TERM OF THIS MEMORANDUM OF UNDERSTANDING:

3. The term of usage of the pool facility by the New York Sharks shall be from January 1, 2019 through December 31, 2019 during such dates and times as scheduled with the Office of Parks & Recreation, and as bound by the terms of this Agreement.

#### RENT:

4. New York Sharks shall pay NINE THOUSAND TWO HUNDRED NINETY-SIX AND 52/100 (\$9,296.52) DOLLARS for the period of time from January 1, 2019 through June 30, 2019. The Division of Parks & Recreation shall bill New York Sharks in January and April.

5. New York Sharks shall pay NINE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND 42/100 (\$9,575.42) DOLLARS for the period of time from July 1, 2019 through December 31, 2019. The Division of Parks & Recreation shall bill New York Sharks in July and September.

6. New York Sharks agrees to submit payment within FOURTEEN (14) DAYS of receipt of the invoice; and it is understood that receipt of the invoice shall be deemed to be received within THREE (3) DAYS of the date of such invoice. In the event that payment is not received within FOURTEEN (14) DAYS, there shall be a penalty assessed at FIVE (5%) PERCENT of the invoice, which sum is due and payable with the invoiced payment; and thereafter, with additional FIVE (5%) PERCENT penalty assessed for each additional FOURTEEN (14) DAY period.

7. New York Sharks agree to run advanced swimming lessons, at least three (3) times during the calendar year (consisting of at least six (6) lessons per session), for the Office of Parks & Recreation, conducted by staff of New York Sharks at <u>no charge</u> to the Town. The Parks & Recreation Department can charge participants for these lessons.

8. New York Sharks is required to have one (1) lifeguard on duty during its usage of the facility. The Town Division of Parks & Recreation shall provide this lifeguard to New York Sharks for a fee to be billed quarterly by the Town of Orangetown to Sharks for such service; however, it is expressly understood and agreed that the Town shall have no liability to the New York Sharks in the event it is unable to provide such lifeguard service for any scheduled session.

9. In the event that New York Sharks utilizes the facilities during weekend or vacation hours, or at any other time that would result in a direct cost to the Town under its Inter-Municipal Agreement with the South Orangetown Central School District (SOCSD), New York Sharks shall reimburse the Town for the school custodian at the contractual hourly rate due to the SOCSD.

## NEW YORK SHARK'S USAGE OF THE FACILITY DURING TOWN USAGE:

10. The Town shall provide use of the swimming pool facility during weeknight hours during the months of September, October, November, December, January, February, March, April, May & June, during such dates and times as scheduled with the Office of Parks & Recreation, and as bound by the terms of this Agreement, and as follows:

a. From mid-September through June on Monday through Friday between the hours of 5:30 p.m. and 7:00 p.m.

11. The Town shall provide early morning pool hours in July and during the first two (2) weeks of August during such dates and times as scheduled with the Office of Parks & Recreation, and as bound by the terms of this Agreement, and as follows:

a. From July 1<sup>st</sup> through August 10<sup>th</sup> on Monday through Friday from 7:30 a.m. through 9:00 a.m.

12. New York Sharks may request that the Town's Parks & Recreation Department request use of the facility by New York Sharks during school vacation times from the South Orangetown Central School District. It is <u>explicitly</u> understood that vacation usage is at the sole discretion of the Town's Superintendent of Parks & Recreation and the South Orangetown School District.

13. The Town shall NOT schedule usage of the facility during custodial holidays. Custodial holidays are all scheduled school holidays.

14. New York Sharks shall <u>not</u> conduct private swimming lessons during usage of the facility.

15. A member of the staff of New York Sharks must remain on site until all participants of their program are off of school property after such program ends, unless the child is a participant of a Town program scheduled immediately thereafter at the facility.

## SCHEDULING OF USAGE OF THE FACILITY:

16. All requests for use of the facility by New York Sharks must be submitted in writing to the Office of Parks and Recreation a minimum of FOUR (4) days prior to the requested use. Requests for school facilities other than the pool must be submitted to the South Orangetown Central School District.

17. The Office of Parks & Recreation shall provide a calendar to New York Sharks at least three (3) times a year to allow for scheduling of practices.

18. The Town shall provide the maximum notice possible to New York Sharks with regard to unanticipated pool closings by the South Orangetown School District.

#### LIFEGUARD(S):

19. New York Sharks shall meet or exceed the required number of lifeguards as required by the United States Swimming Association (USS) and the Rockland County Health Department. New York Sharks is required to have one (1) lifeguard on duty during its usage of the facility. (See paragraph 7 hereinabove).

#### PARTICIPANTS UTILIZING THE FACILITY:

20. The New York Sharks roster of participants utilizing the facility shall not exceed one hundred (100) participants, and at least eighty-five (85%) percent of such participants shall be Orangetown residents.

21. New York Sharks shall supply a roster of participants utilizing the facility, with home addresses of the participants, to the Office of Parks and Recreation prior to February 1, 2019 and October 1, 2019.

22. New York Sharks shall not exceed the maximum occupancy of the SOMS pool facility.

#### INSURANCE:

23. New York Sharks shall provide a certificate of liability insurance in the amount of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS aggregate, listing both the Town of Orangetown and the South Orangetown Central School District as additionally insured parties. Such General Liability Policy shall be place with a carrier that is rated at least an A- under AM Best for liability insurance.

#### TERMINATION UPON DEFAULT OF THIS AGREEMENT:

24. If the Town or the Sharks defaults as to any of the material provisions of this Agreement, and the non-defaulting party serves the defaulting party with written notice specifying the default, the defaulting party shall have thirty (30) days from receipt of such notice to cure such default. Failure of the defaulting party to cure the default within such time period shall entitle the non-defaulting party to terminate the Agreement.

25. Either party shall inform the other of termination of this Agreement with no less than one hundred twenty (120) days notice.

26. Such notice shall be mailed by United States Postal Service, certified mail, return receipt requested to: New York Sharks Swim Team, LLC, 64 Orange Avenue, Suffern, New York 10901 and to Town of Orangetown Office of Parks & Recreation, 81 Hunt Road, Orangeburg, New York 10962.

#### UNILATERAL TERMINATION BY TOWN:

27. The parties recognize that the Town is permitted to utilize the pool facility subject to the terms of an Inter-Municipal Agreement, dated January 23, 2010, between the South Orangetown Central School District and the Town. If this January 23, 2010 Inter-Municipal Agreement is terminated, for <u>any</u> reason, then the Town can terminate this Agreement with New York Sharks Aquatics without any liability on the part of the Town to New York Sharks. The Town shall inform New York Sharks of the termination of this Agreement pursuant to this paragraph as soon as reasonably possible by written notice. Such notice shall be mailed by United States Postal Service, certified mail, return receipt requested to: New York Sharks Swim Team, LLC, 64 Orange Avenue, Suffern, New York 10901.

28. In the event this Agreement is terminated, any rent paid for the month of termination shall be adjusted on a pro-rata basis.

#### MATERIAL BREACH:

29. New York Sharks failure to pay any and all costs set forth in this Agreement in accordance with the terms set forth in this Agreement will constitute a material breach of this Agreement.

#### DAMAGE BY FIRE OR OTHER CASUALTY:

30. If the facility is damaged by fire or other casualty that prevents the Sharks from using the facility for the uses described herein, and restoration of the facility will take more than three (3) months, then the Sharks shall be entitled to terminate the Agreement or the Agreement shall be extended for an additional three (3) months at the Sharks option.

#### ADVERTISING OR MARKETING MATERIALS:

31. New York Sharks shall list the Town of Orangetown as a co-sponsor on all advertising and marketing materials. A copy of such materials shall be provided to the Office of Parks & Recreation at least two (2) weeks prior to publication.

## ASSIGNMENT OF THE AGREEMENT:

32. New York Sharks may not assign this Agreement without the prior written consent of the Town of Orangetown.

## SUBLEASE:

33. New York Sharks may not sub-lease the premises without the express written permission of the Town Board of the Town of Orangetown.

#### NOTIFICATION:

34. All notices or demands or other writings provided for in this Agreement shall be deemed to have been given, made or sent when made in writing and deposited in United States mail by certified mail, return receipt requested with postage paid thereon and addressed as follows:

<u>New York Shark Swim Team, LLC:</u> New York Sharks Swim Team, LLC, 64 Orange Avenue, Suffern, New York 10901.

Town of Orangetown: Supervisor, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, with a copy to the Superintendent of Parks and Recreation, 26 Hunt Road, Orangeburg, New York 10962.

#### **INDEMNIFICATION AND HOLD HARMLESS:**

35. New York Sharks agrees to defend, indemnify and hold harmless the Town of Orangetown, its officiers, officials, employees and agents from and against any cost, expense or other liability, of any nature whatsoever, including attorneys' fees, that the Town may incur as a result of the acts or omissions of New York Sharks under and as a result of this Memorandum of Understanding.

## APPLICABLE LAW:

36. New York Sharks shall comply with all applicable federal, state and local laws and ordinances relating to their operation and/or use of the property, as well as all School District policies, rules and regulations and procedures pertaining to this agreement as set forth in Appendix A attached hereto.

37. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Rockland County, New York. Any dispute arising under this Agreement shall be adjudicated under the laws of the State of New York.

#### MERGER/CHANGES:

38. The parties agree that this writing represents the entire agreement between them and that there are no oral or collateral agreements or understandings of any kind or character except those contained herein.

#### MODIFICATION, AMENDMENT OR TERMINATION:

39. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

#### **SEVERABILITY:**

40. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid, operative and lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

#### PARAGRAPH HEADINGS:

41. The paragraph headings used herein are for convenience only.

This Agreement was authorized by the Town Board on \_\_\_\_\_\_, by Town Board Resolution #\_\_\_\_\_\_ of 2019. The authorized member of New York Sharks Swim Team, LLC is authorized to execute this Agreement.

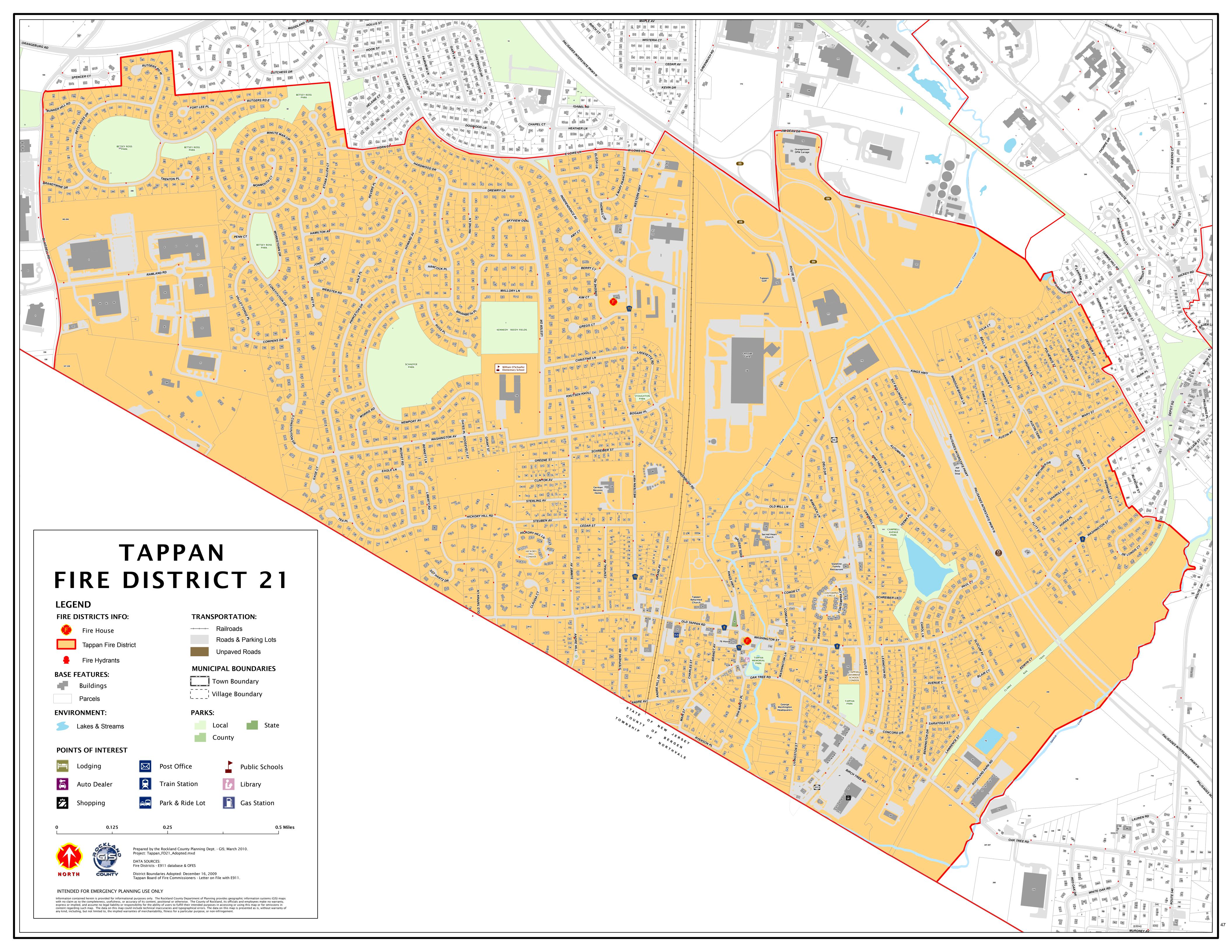
IN WITNESS WHEREOF, the parties have caused this Memorandum of Use Agreement to be executed on the dates set forth below.

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

By:

Christopher Day, Supervisor Town of Orangetown By: \_\_\_\_\_\_ Todd Langenmayr, Member New York Sharks Swim Team, LLC



# **TAPPAN FIRE DISTRICT**

300 Western Highway PO Box 525 Tappan, New York 10983

July 15, 2019

Supervisor Chris Day Orangetown Board Members

Back in October of 2009, Rockland County Fire and Emergency Services gave the Tappan Fire District a draft of their Fire District boundaries. At the District meeting on October 21, 2009, the Board accepted, unanimously, the District map that was prepared by the County. At that point, the map was to be brought to the Town of Orangetown for official acceptance by the Town Board. This process was never completed by the Tappan Fire District.

Several weeks ago, I was contacted by Pablo Ramos, E911 Communications Coordinator for Rockland County. He advised me that the map was never given to the Orangetown Town Board. At this time, I am requesting that the Town accepts the District map by formal resolution at the next Town Board meeting. The resolution and map will be filed with the Town and the County Clerks. Thus, completing the acceptance process.

The Tappan Fire District Commissioners would appreciate your attention to this letter and assist us in having it finalized. Our meeting minutes from October 2009 and the District Secretary's Certification are attached to this letter. Any questions, please feel free to contact me.

Thankyou,

George Garrecht 4

George Garresty

Commissioner Tappan Fire District

#### **Board of Fire Commissioners Tappan** Fire District Minutes of the October 21, 2009 Regular Meeting

A regular meeting of the Board of Fire Commissioners of the Tappan Fire District was held on Wednesday October 21, 2009 at 8:00 p.m. at the district's offices, 300 Western Highway Tappan, New York. Commissioner Ortman was absent.

Treasurer's Report The Treasurer's report, copies of which were given to the commissioners prior to the meeting was approved.

#### Minutes

The minutes of the September meeting and October workshop meeting, copies of which were given to the commissioners before the meeting, were accepted.

#### Chief's Report

The Chief delivered the attached activity report. The Chief described the ID card programs offered by the town and the county. OPD held he open house and TFD participated. The purnout was light. ON November 1 there will be an interfaith coremony at the Tappan Reformed Church. The Chief then asked that the Board adopt the District Map that was proposed by the county. Upon a motion made by Commissioner Quinn and seconded by Commissioner Sullivan the map was unanimously adopted.

the Caller then submitted a request for new turn out gear costing \$2,300. Upon a motion made BT Commissioner Ortman and seconded by Commissioner Schmidt the request was unanimously approved.

The Chief reported the three members have been certified as jaws operators.

There will be a seminar at the training conter on November 18. The Chief will post for any interested parties.

The Chief discussed adding channel 3 to the lo band radios.

Mike Healy seported that crash rescue laptops have been updated. He reported that the Chief's car usads an auto power cord costing between \$110 and \$130.

#### Communications Officer

Wayne Werner reported that a new Fire Police Officer will need a portable radio.

#### Chlef Engineer

Brie Werner discussed improving the lighting of the hose beds on the trucks. He recommended emergency lights on the back of the 21-1250 and inside lights on 21-EO for the fast team. He also recommended a back-up alarm for the 21-1250. The Commissioners took the recommendations under advisement.

A request was made to purchase hand tools costing \$697. Upon a motion made BT Commissioner Oximum and seconded by Commissioner Schmidt the request was unanimously . approved.

#### New Business

The Commissioners discussed the issue of who insures members of special teams who to a county calls such as Haz-Mat and Hi Angle Rescue.

DEC-07-2009 11:35

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#### Secretary's Certificate

Thee undersigned, being the duly appointed Secretary to the Board of Fire Commissioners of the Tappan Fire District ("the board"), does hereby certify that at the regular meeting of the board held on December 16, 2009, the following resolution was unanimously adopted:

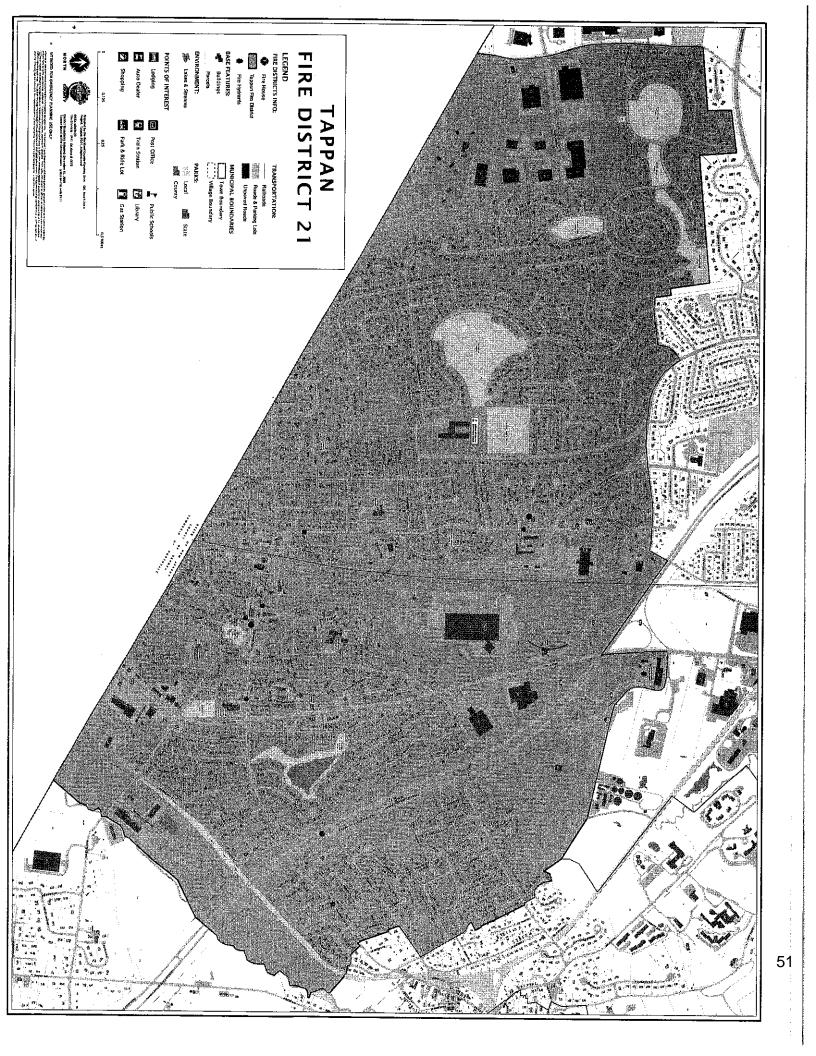
"RESOLVED, that the Board of Fire Commissioners does hereby accept and adopt the map of the Tappan Fire District prepared by the County of Rockland."

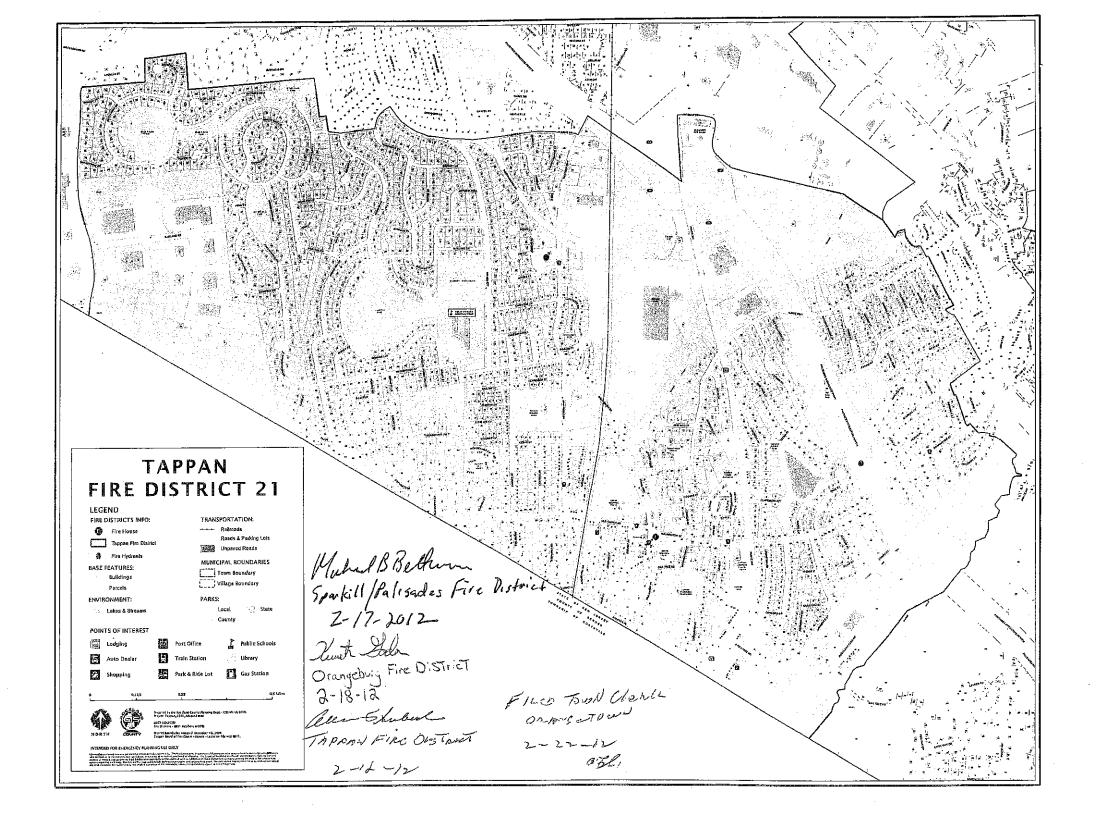
That the foregoing resolution is in full force and effect and has not been amended in any way whatsoever.

50

IN WITNESS WHEREOF, I have hereunto set my hand this 17<sup>th</sup> day of December, 2009 at Tappan, New York

Gerald W. McEvoy Secretary





PEARL RIVER	BLAUVELT	TAPPAN
Bogert Avenue	Fifth Avenue	Red Coat Lane
Forest Avenue	Sunset Road	Tory Circle
Brightwood Avenue	Quaspec Road	Gage Court
Hunt Avenue	Buttonwood Place	Central Avenue
Phyllis Drive	Cobble Place	Cedar Street
Ladik Place	Swannekin Road	Hickory Hill Road
Cardell Avenue	Riverside Terrace	Steuben Avenue
Turner Road		Clinton Avenue
Griffith Place		Schreiber Street
South William Street		Summit Avenue
Elizabeth Street		Andre Hill Road
Acacia Terrace		Andre Avenue
Kinsley Grove		Stephens Road
Peterson Court		Andre Hill Drive
Oldert Drive	PALISADES	Charles Street
Noyes Street		Livingston Street
Elm Street	White Oak Road	Jane Street
Mapleshade Avenue	Red Oak Drive	Washington Lane
S. Nauraushaun Avenue		Carol Lane
E. Nauraushaun Avenue		Paul Court
Pearce Parkway		Greenbush Road
Ehrhardt Road		Grand Avenue
Blauvelt Road		Claudia Court
- Oriole St. to Sickletown Rd.		Sgt. Hartz Drive
		Knutsen Knoll
		Christine Lane
		Slocum Avenue
		Blair Court
		Greenbush Road
		Kings Highway
		- from Rte. 303 to Rte. 340

JAMES J. DEAN Superintendent of Highways Roadmaster II

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

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



## HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

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

## Memorandum

Date: July 29, 2019

To: Town Board

From: James J. Dean, Superintendent of Highways

Re: Declare Surplus – Highway Department

**RESOLVED**, that upon the recommendation of the Superintendent of Highways, approve for surplus the following equipment:

2003	Dynamic Message Board	139UP08103A003192
1999	Volvo Dump Truck (#90)	4VHSALPE1XN519955
1999	Volvo Dump Truck (#91)	4VHSALUE3XN520335

kj



JAMES J. DEAN Superintendent of Highways Roadmaster II

Orangetown Representative R.C. Soil & Water Conservation Dist.-Chairman <u>Member:</u>

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



## HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

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

## Memorandum

Date: July 29, 2019

To: Town Board

From: James J. Dean, Superintendent of Highways

Re: Declare Surplus – Highway Department

## 

**RESOLVED**, that upon the recommendation of the Superintendent of Highways, approve for surplus, 40,000 cubic yards of soil from the Homes for Heroes Project Site located at 335 Western Highway, Tappan, New York.

kj



TOWN OF ORANGETO	WN .
SPECIAL USE PERMIT FOR USE OF TO	WN PROPERTY/ITEMS
	PERMIT # 19.50.31
EVENT NAME: ONE LOVE Culture Fr	st
APPLICANT NAME: Greypit Joseph	
ADDRESS: <u>\$1 Pipefown Hill Rd (</u>	Nanuet NY 10954
PHONE #: CELL #	FAX #
CHECK ONE: PARADE RACE/RUN/WALK OTHE	ER_FestIVal
The above event will be held on 8/11/19 from 13-	to RAIN DATE: B_D
Location of event: German Masanic Park	Tapan
sponsored by: One Love Culture Fest Telepi	hone #:
Address: SI Pipetow, Hill Road, Nan	vet, NY 1095.4
Estimated # of persons participating in event: $40cf$	vehicles /
Person (s) responsible for restoring property to its original condit	tion: Name-Address-Phone #:
Gregory Joseph - 81 Piletown SUS-408-6230	Hill Ed Noniet, NH 10957
Signature of Applicant: Alegary Juse	Date: 16 19
GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)	4 10 14
	7.10.19
Certificate of Insurance – Received On: 7.16	19 (COUNTY)
FOR HIGHWAY DEPARTMENT USE ONLY:	
Road Closure Permit: Y / N Received On: V	
Rockland County Highway Dept. Permit: Y N Received On:	
NYSDOT Permit: Y N- Received On:X	
Route/Map/Parking Plan: Y /N- Received On:	
RFS #: 45447 BARRICADES: Y/N CONES: Y N TRASH BAF	
APPROVED: All March March	_DATE: 7.22.19
Superintendent of Highways	
FOR PARKS & RECREATION DEPARTMENT USE ONLY:	Zeit
Show Mobile: Y /N- Application Required:	_Fee Paid – Amount/Check #
Port-o-Sans: V(N;)Other:	( 1.22.19
APPROVED:	DATE:
Superintendent of Parks & Recreation	
FOR POLICE DEPARTMENT USE ONLY:	
Police Deta(1: Y/N: FW TraFFic Con Hol Ite	ems:
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Chief of Police	
** Please return to the Highway Department to be placed o	n the Town Board Workshop **
Workshop Agenda Date: Approved On:	
Approved Oil.	100 m

JUL 1 6 2019 TOWN OF ORANGETOWN

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The ACORD name and logo are registered marks of ACORD

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AGENCY CUSTOMER ID:

LOC# :



## ADDITIONAL REMARKS SCHEDULE

Page <u>2</u> of <u>2</u>

AGENCY		NAMED INSURED					
NORTHEAST AGENCIES INC/PHS		THE MIND OF A WINNER					
POLICY NUMBER		18 WOODLAND TER ORANGEBURG NY 10962-2318					
SEE ACORD 25							
CARRIER	NAIC CODE						
SEE ACORD 25							
		effective date: SEE ACORD 25					
ADDITIONAL REMARKS							

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

With respect to this agreement the county of Rockland, it's employees, elected officials are names as additional Insured under the general liability for the work to be performer under this agreement under all appropriate policy the signed authorized represent warrants that the insured carriers have been informed of and accepted the county of Rockland per the Business Liability Coverage Form SS0008 attached to this policy.

19.52.31

July 18, 2019

#### RECEIVED

JUL 1 9 2019

#### TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

#### **Re: Special Permit Application**

Dear Orangetown Town Board:

I am hereby applying for a Special Use Permit for the One Love Culture Fest which will be held on August 11<sup>th</sup>, 2019 from 12pm to 9pm. This event will be taking place at German Masonic Park, 120 Western Highway S, Tappan NY 10983. It will feature music, entertainment, food, and art.

We are expecting 500+ attendees and are in need of the Highway and Police Department assistance. In order to provide the necessary safety, we will need barrels, barricades, caution tape and police presence for traffic control at each signalized intersection and entrance during the event. Please let me know if you recommend us utilizing any other materials that can help benefit and or utilize to ensure the safety of our patrons while entering the park.

If you require any further information please contact me at 845-405-6230 or via email <u>oneloveculturefest@gmail.com</u>.

Sincerely,

OPT

Gregory Joseph One Love Culture Fest

INTERNAL REVENUE SERVICE P. O. BOX 2509 CINCINNATI, OH 45201	DEPARTMENT OF THE TREASURY
Date: FEB202018	Employer Identification Number: 82-4117990 DLN: 26053430002058
THE MIND OF A WINNER 400 W PEACHTREE ST NW UNIT 3815	CONTACT PERSON: CUSTOMER SERVICE ID# 31954
<b>атlanta, ga</b> 30308-0000	Contact Telephone Number: (877) 829-5500 Accounting Period Ending: June 30
	Public Charity Status: 509(a)(2) Form 990/990-EZ/990-N Required:
	Effective Date of Exemption:
	Contribution Deductibility: Yes
	Addendum Applies: No
Dear Applicant:	
We're pleased to tell you we determined you're exempt from federal inc under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qual	We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified

I

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Jenut # 19 57.31

60

1 1

### Application for Showmobile Use



## Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

*There are two pages to this application.* Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of COI for 2019 Showmobile.pdf Insurance \* 84.42KB

#### Before completing the Showmobile Request Form, please be aware of the following:

+ The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.

+ Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).

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

+ The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.

+ The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.

+ The tow vehicle must remain with the Showmobile for the duration of the event.

+ In the event of winds in excess of 30 MPH, the stage canopy must be closed.

+ The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)

+ The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.

+ A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)

+ Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

#### Additional Requirements:

+ Certificate of insurance required. Must name the Town of Orangetown as additionally insured.

+ Rental Costs: \$400.00 plus labor.

## Showmobile Application

Event Informatio	n	
Event/Festival Name <sup>*</sup>	Dominican College: Family Day	& Fire in the Sky
Event Location Name <sup>*</sup>	Dominican College: Campus Qu	ad
Event Address *	Street Address 493 Western Highway South Address Line 2 Casey Hall, Room 1E City Orangeburg Postal / Zip Code 10962	State / Province / Region NY Country United States
Setup Date & Time *	9/21/2019 10:00:00 AM	
Take-Down Date & Time <sup>*</sup>	9/21/2019 09:00:00 PM	
Stair Arrangement <sup>*</sup>	<ul> <li>Right side of stage</li> <li>Left side of stage</li> <li>Front of stage</li> <li>Not Sure</li> </ul>	
Set-up Info *	please list it here so long as all the inform	nances from two outside groups & student groups
Placement *	<ul><li>C Pavement</li><li>C Grass/Field</li><li>C Other</li></ul>	
Applicant Inform	ation	
Applicant's Name *	Rachel McGinty	
Organization Name *	Dominican College	
Organization Address <sup>*</sup>	470 Western Highway S	
Organization City*	Orangeburg	
Organization State *	NY	
Phone (w) *	8458484034	
Phone (c) *	8459874292	
Email *	rachel.mcginty@dc.edu	



ACORD	

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

									/8/2019
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder									
If SUBROGATION IS WAIVED, subjec							require an endorsement	. Ast	atement on
this certificate does not confer rights	to the	cert	ificate holder in lieu of su	UCh en		).			
PRODUCER Waldorf Risk Solutions, LLC				NAME:			FAX		
PO Box 590				(A/C, No	o, Ext): 031-42		(A/C, No):	631-42	4-3610
Huntington NY 11743				E-MAIL ADDRE	ss: info@wrs	1928.com			
				INSURER(S) AFFORDING COVERAGE NA					
				INSURE	RA: Certain	<b>Jnderwriters</b>	at Lloyds, London - AA11	22000	
INSURED	DOMO	OL		INSURE	RB:				
Dominican College of Blauvelt 470 Western Highway				INSURE	RC:				
Orangeburg NY 10962				INSURE	RD:				
				INSURE	RE:				
				INSURE	RF:				
			NUMBER: 950694822				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	ст то у	WHICH THIS
INSR LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY			19W1258		7/1/2019	7/1/2020	EACH OCCURRENCE	\$1,000	,000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000	,000
X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$	1							\$	
WORKERS COMPENSATION							PER OTH-	<u> </u>	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
DESCRIPTION OF OPERATIONS DOOW		-					L.L. DISEASE - PULIUT LIMIT	Φ	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (4		101. Additional Remarks Schedul	le, mav b	e attached if mor	e space is require	ed)		
Certificate holder included as additional ins						e epuee la require	,		
CERTIFICATE HOLDER					ELLATION				
Town of Orangetown Parks and Recreation 81 Hunt Road				THE ACC	EXPIRATION ORDANCE WI	N DATE THE TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
81 Hunt Road Orangeburg NY 10962					RIZED REPRESE	1 /			64
				W)/	hi d Wild	1			0-
				and	- Al barr				-
					© 19	88-2015 AC	ORD CORPORATION.	All rial	hts reserved.

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## Application for Showmobile Use



## Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

*There are two pages to this application.* Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of CERTIFICATE OF INSURANCE (COI).Pdf 247.72KB

#### Before completing the Showmobile Request Form, please be aware of the following:

+ The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.

+ Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).

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

+ The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.

+ The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.

+ The tow vehicle must remain with the Showmobile for the duration of the event.

+ In the event of winds in excess of 30 MPH, the stage canopy must be closed.

+ The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)

+ The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.

+ A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)

+ Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

#### Additional Requirements:

+ Certificate of insurance required. Must name the Town of Orangetown as additionally insured.

+ Rental Costs: \$400.00 plus labor.

## Showmobile Application

Event Informatio	n						
Event/Festival Name <sup>*</sup>	One Love Culture Festival						
Event Location Name <sup>*</sup>	German Masonic Park						
Event Address *	Street Address 120 Western Highway South Address Line 2 City Tappan Postal / Zip Code 10983-1934	State / Province / Region NY Country US					
Setup Date & Time *	8/11/2019 08:00:00 AM						
Take-Down Date & Time <sup>*</sup>	8/11/2019 10:00:00 PM						
Stair Arrangement *	<ul> <li>C Right side of stage</li> <li>C Left side of stage</li> <li>C Front of stage</li> <li>C Not Sure</li> </ul>						
Set-up Info <sup>*</sup>		Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. For DJ Performances and Speakers					
Placement *	<ul> <li>Pavement</li> <li>Grass/Field</li> <li>Other</li> </ul>						
Applicant Inform	ation						
Applicant's Name *	GREGORY JOSEPH						
Organization Name *	The Mind Of A Winner						
Organization Address <sup>*</sup>	214 W 39th St PH						
Organization City*	NY						
Organization State *	NY						
Phone (w) *	845-405-6230						
Phone (c) *	845-405-6230						
Email *	gregvjoseph@gmail.com						

Signature \*

Gregory Joseph

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

\*

✓ I accept the terms and conditions



THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

July 29, 2019

THE TOWN OF ORANGETOWN 26 W ORANGEBURG RD ORANGEBURG NY 10962-1706

### Account Information:

Policy Holder Details : The Mind of a Winner

# Contact Us

Business Service Center Business Hours: Monday - Friday (7AM - 7PM Central Standard Time) Phone: (866) 467-8730 Fax: (888) 443-6112 Email: agency.services@thehartford.com Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

AC	ORD CERTIF		<b>ATE</b>	OF LIAB	ILIT	Y INSUR	ANCE			DATE (MM/DD/YYYY) 07/29/2019
TH PC	IS CERTIFICATE IS ISSUED AS A IS CERTIFICATE DOES NOT AF DLICIES BELOW. THIS CERTIFIC JTHORIZED REPRESENTATIVE C	FIRMA ATE C	ATIVEL DF INS	LY OR NEGATIV	ELY AI NOT C	MEND, EXTENI ONSTITUTE A	O OR ALTER <sup>·</sup> CONTRACT E	THE COVERAGE	AFFO	ATE HOLDER. RDED BY THE
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	onfer rights to the certificate hold	ər in li	eu of	such endorseme						
	DUCER RTHEAST AGENCIES INC/PHS				CONTA NAME:					
	14608					E (866 lo, Ext):	6) 467-8730		AX ( /C, No):	(888) 443-6112
	Hartford Business Service Center					· ·				
	0 Wiseman Blvd				E-MAIL					
Jan	Antonio, TX 78265					INSU	JRER(S) AFFORDI	NG COVERAGE		NAIC#
INSU					INSUR		City Fire Insura			29459
	Mind of a Winner				INSUR	ER B : Hartfo	rd Accident an	d Indemnity Comp	bany	22357
	VOODLAND TER ANGEBURG NY 10962-2318				INSUR	ER C :				
010					INSUR	ER D :				
					INSUR	ER E :				
					INSUR	ER F :				
				E NUMBER:				SION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIE DICATED.NOTWITHSTANDING ANY R									
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TE	ERMS, EXCLUSIONS AND CONDITION		UCH P			VIAY HAVE BEEN	REDUCED BY F	PAID CLAIMS.		
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								COMBINED SINGLE L	IMIT	
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	AND EMPLOYERS' LIABILITY							STATUTE	ER	
в	ANY Y/N PROPRIETOR/PARTNER/EXECUTIVE	N/A		01 WEG AC9		03/05/2019	03/05/2020	E.L. EACH ACCIDEN		\$1,000,000
Б	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					03/03/2019	03/03/2020	E.L. DISEASE -EA EN	<b>MPLOYEE</b>	\$1,000,000
	If yes, describe under							E.L. DISEASE - POLIC	CY LIMIT	\$1,000,000
	DESCRIPTION OF OPERATIONS below									
						<u> </u>				<u> </u>
	CRIPTION OF OPERATIONS / LOCATIONS / V se usual to the Insured's Operations CV.		•				•	• •	SS0008	attached to this
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THE 26 V	TOWN OF ORANGETOWN V ORANGEBURG RD					SHOULD ANY BEFORE THE E	OF THE ABOV XPIRATION DA	E DESCRIBED PO TE THEREOF, NOT DLICY PROVISIONS	ICE WIL	
URA	ANGEBURG NY 10962-1706				⊢	AUTHORIZED REP				
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1						J	wint	me		

The ACORD name and logo are registered marks of ACORD

e. V			TOWN OF ORANGETOWN SPECIAL LISE PERMIT FOR LISE OF TOWN PROPERTY/ITEMS	
	RE	CEI	SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS	
TO		OP	ARGEIGANNAME: Pearl River Hook & Ladden JUL 192019 PARTERIES NTS 8 E. Central are Pearl River VI 2019	7
			PADDRESS.NTS & E. Central are Pearl River and Police Department PHONE #: CELL # 845 304-4181 FAX #	
			CHECK ONE: PARADE RACE/RUN/WALK OTHER / Auto show	
-OW			The above event will be held on $\frac{9/15/19}{15/19}$ from $\frac{8}{4}$ to $\frac{5}{6}$ RAIN DATE: $\frac{9/2}{2}/19$	
N OF		R		
	10	RECE	Location of event: <u>Centred</u> Contract rela	
ANG	4 2019	IVED	Sponsored by: Pearl River Hook & LadderTelephone #: 845-304-418/ Address: 58 E Central ave P.R.	
ETO	19	U		
WWN			Estimated # of persons participating in event: 1500 vehicles 250	
			Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:	
			Pearel River Hock Ladda Ce.	
			Signature of Appligant mark & Octuation Date: 5/16/19	
			CENERAL INFORMATION REQUIRED. (HIGHWAY/PARKS/POLICE)	
			Letter of Request to Town Board requesting aid for event – Received On: 7.15.19	
			Letter of Request to Town Board requesting aid for event - Received On:	
			FOR HIGHWAY DEPARTMENT USE ONLY:	
			Road Closure Permit: Y / N Received On:	
			Rockland County Highway Dept. Permit: Y (N) Received On:	
			NYSDOT Permit: Y (N)- Received On:	
			Route/Map/Parking Plan: Y (N)- Received On:	
			RFS #: 44533 BARRICADES AN CONES: Y/N TRASH BARRELS OF N OTHER:	
			APPROVED: Jamin Hollen DATE: 5.17.19	
			Superintendent of Highways	
			FOR PARKS & RECREATION DEPARTMENT USE ONLY:	
			Show Mobile: Y N- Application Required:Fee Paid – Amount/Check #	
			Port-o-Sans 0/N: 2Other:	
			APPROVED: DATE: DATE:	
			FOR POLICE DEPARTMENT USE ONLY:	
			Police Detail: Y 💦 🔣Items:	
			APPROVED: 5 2 DATE: 7/23/18	
			Chief of Police	70
			** Please return to the Highway Department to be placed on the Town Board Workshop **	
			Workshop Agenda Date: 8.6.19 Approved Op: TBR #	

#### RECEIVED

MAY 1 6 2019

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

May 16, 2019

Permut # Ja.sp.17 Highway Dept.

## Highway Department

Mr. James Dean Route 303 Orangeburg, NY 10962

Dear Mr. Dean

The members of the Pearl River Hook & Ladder Company will be holding their annual Car Show on Sunday, September 15, 2019 on the Central Avenue field in Pearl River. We would be grateful if the town would provide the following items:

#### 15 – 55 gal drums for garbage

The rain date for this event will be on Sunday, September 22, 2019.

We would like to thank you for your continued support.

Respectfully,

mark & Outrate

Mark S. Outwater Car Show Committee Chairman

## RECEIVED

MAY 1 6 2019 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

May 16, 2019

Permut # 17 19.5P-17 Darks Dept.

Superintendent of Park & Recreation Town of Orangetown Orangeburg, NY 10962

The members of the Pearl River Hook & Ladder Company will be holding their annual Car Show on Sunday, September 15, 2019 on the Central Avenue field in Pearl River. We would be grateful if the town would provide the following items:

#### 2 Port-O-Sans

The rain date for this event will be on Sunday, September 22, 2019.

We would like to thank you for your continued support.

Respectfully,

Mark & Outrate

Mark S. Outwater Car Show Committee Chairman

AC	CORD	С	ER	TIF	ICATE OF LIAI	BILI	TY INSU	JRANC	E [		мм/dd/үүүү) /11/2019
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PRODU	CER	RE	CEI	VED		CONTAC NAME:	CT Emma To	rres			
Griffit	n Agency, Inc.					PHONE (A/C, No	(845) 7:	35-4800	FAX (A/C, No):	(845) 7	735-4825
59 Ea	st Central Avenue	11.11	1 0	20	10	E-MAIL		riffith-insurance	e.com		
		JUL	1.9	20	19		IN	SURER(S) AFFOR	DING COVERAGE		NAIC #
Pearl	River	TOWNOE	00	ANIC	NY 10965	INSURE	KA.	n Alternative In	61111 61 AVA.		
INSUR		TOWN OF			and the second	INSURE	кв: The Stat	e Insurance Fu	nd		
		ok And Ladder Co	) #1 4r	TCAR		INSURE	RC:				
	PO Box 6					INSURE					
	Pearl River				NY 10965	INSURE					
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			INCO						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,00 \$ 1,00	
	CLAIMS-MADE	X OCCUR							PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 5,00	
A			Y		VFIS-TR-2063033-11		07/24/2019	07/24/2020	PERSONAL & ADV INJURY		0,000
	GEN'L AGGREGATE LIMIT AP	PLIES PER:							GENERAL AGGREGATE	\$ 3,00	
	POLICY PRO-	LOC							PRODUCTS - COMP/OP AGG	\$ 3,00	0,000
	OTHER:									\$	
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO OWNED	SCHEDULED					07/04/0040	07/04/0000	BODILY INJURY (Per person)	\$ 1,00	10,000
	AUTOS ONLY	AUTOS NON-OWNED			VFIS-TR-2063033-11		07/24/2019	07/24/2020	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
		AUTOS ONLY							(Per accident)	s s	
	VMBRELLA LIAB								EACH OCCURRENCE		0,000
A	EXCESS LIAB	CLAIMS-MADE			VFIS-TR-2063033-11		07/24/2019	07/24/2020	AGGREGATE	\$ 8,00	0,000
	DED RETENTIO									\$	
	VORKERS COMPENSATION								X PER OTH- STATUTE ER		
	NY PROPRIETOR/PARTNER	EXECUTIVE	N/A		11873205		07/24/2019	07/24/2020	E.L. EACH ACCIDENT	\$ 100	
	Mandatory in NH) f yes, describe under								E.L. DISEASE - EA EMPLOYEE	\$ 100	
i	DESCRIPTION OF OPERATIO	NS below							E.L. DISEASE - POLICY LIMIT	\$ 500	,000
DESCI	RIPTION OF OPERATIONS / L	OCATIONS / VEHICLI	ES (AC	CORD 1	01, Additional Remarks Schedule,	may be a	I ttached if more s	L pace is required)	l	1	
Rega	rding the event on 9/15,	rain date 9/22	100.000								
Town	of Orangetown and Tow	n of Orangetown	Highw	ay De	partment listed as additional	insured	per written con	tact.			
CER	TIFICATE HOLDER					CANC	ELLATION				
									SCRIBED POLICIES BE CA		D BEFORE
	Town of Orang	getown							Y PROVISIONS.		
	20 South Gree							NTATO (7			
						AUTHO	RIZED REPRESE	NIAIIVE			
	Orangeburg				NY 10962			M	and fiting.		
								@ 1988-2015	ACORD CORPORATION	All ric	hts reserved

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TOWN OF ORANGETOWN	
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS PERMIT # $\frac{99-51}{2}$	-33
EVENT NAME: Pearl River High School Pep Kally & Bonfin	RECEIVED
APPLICANT NAME: arthur Mc Comach - athletic Duecto	2
ADDRESS: 275 E. Central Que Pearl Ruver ny 10	965 JUL 1 9 2019 🕴
PHONE #: 845-620-3944 CELL # 201- 188 - 1262FAXH 845-620-	38 TOWN OF ORANGE DWN
CHECK ONE: PARADE RACE/RUN/WALK OTHER	HIGHWAY DEPARTMENT
Oto The above event will be held on _9/20/19 from 7:00 part to 10:00 part RAIN DATE: _N/A	
Location of event: Pearl Rever High School	
Sponsored by: Perul River athletics Telephone #: 845-620-3944	H 845-620-3925
Address: 275 E. Central Que, Plant River ny 10965	
Estimated # of persons participating in event: 850 vehicles 300	
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:	
Peare River School District - Facilities Depr	2
Signature of Applicant: athen McComal Date: 7/19/19	
GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE) 7. 19.19	
Letter of Request to Town Board requesting aid for event – Received On:	
Certificate of Insurance – Received On:	
FOR HIGHWAY DEPARTMENT USE ONLY:	
Road Closure Permit: Y / N Received On:	LOWIN OF ORANGETOWN
Rockland County Highway Dept. Permit: Y / 🕢 Received On: X	- 107 <b>3 3 201</b> 3
NYSDOT Permit: Y /N- Received On:	KECEINED
Route/Map/Parking Plan: Y/N- Received On:	
RES #: 45454 BARRICADES (V/N CONES: Y (N) TRASH BARRELS: V/N OTHER: 2 Y d.S. OF S	ung
APPROVED: APPROV	Superintendent of
FOR PARKS & RECREATION DEPARTMENT USE ONLY:	
Show Mobile: Y / Application Required:	_
Port-o-Sans: Y(N) Other:	_
Di the station	
APPROVED: DATE: DATE: DATE:	
FOR POLICE DEPARTMENT USE ONLY:	in a sharaki mala ana ana ana ana ana ana ana ana ana
Police Detailey/N: Huxi ) Yay Holice items:	_
APPROVED:	
Chief of Police	••
** Please return to the Highway Department to be placed on the Town Board Workshop	74
Workshop Agenda Date: <u>8 ' 6 ' 79</u> Approved On: TBR #:	

RECEIVED

## Pearl River School District

Hatcolm Babble National Quality Award 2001 Award Recipient

JUL 1 9 2019

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT ATHLETIC DEPARTMENT 275 East Central Avenue Pearl River, New York 10965 www.pearlriver.org Phone: 845-620-3925 – Fax: 845-620-3868

Arthur McCormack Director of Physical Education & Athletics

To: Orangetown Town Board
From: Arthur McCormack
Date: July 19, 2019
Re: Athletic Pep Rally/Bonfire at Pearl River High School

As in the past, the Pearl River School District is requesting assistance from the following departments in the Town of Orangetown to host their annual athletic pep rally and bonfire. The event is being held at Pearl River High School on Friday, September 20, 2019 at 7:00pm.

19.5233

The following resources are being requested from the respective departments.

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

If you have any further questions or concerns, you may call the Pearl River Athletic Department at (845) 620-3925. Thank you for your continued support.

Sincerely,

Arthur McCormack Director of Physical Education & Athletics

- Enc: Special Use Permit & Certificate of Insurance
- Cc: Jim Dean, Superintendent of Highways Donald Butterworth, Chief of Police

### **CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the cerificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEW YORK SCHOOLS INSURANCE 333 Earle Ovington Blvd. Uniondale NY, 11553	RECEIVED 19 JA.	33 INSURERS AFFORDING COVERAGE
INSURED	11 4 A 0040	INSURER A: NEW YORK SCHOOLS INSURANCE RECIPROCAL NAIC#: 34843
Pearl River UFSD	JUL 1 9 2019	INSURER B:
135 West Crooked Hill Road		INSURER C:
Pearl River, NY 10965	TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	INSURER D.

#### COVERAGES

THIS IS TO CERTIFY THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL, THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR_	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY	Na Anna ann an	· · · · · · · · · · · · · · · · · · ·	······································	EACH OCCURRENCE	S	1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	S	1,000,000
		9C			MED EXP (Any one person)	S	10,000
A		SSPPR001	07/01/2019	07/01/2020	PERSONAL & ADV INJURY	S	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	UNLIMITED
					PRODUCTS - COMP/OP AGG	S	1,000,000
*1*:1*:0510:0610;	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. Accident)	s	
	ALL OWNED AUTOS				BODILY INJURY (Per person)	s	
	SCHEDULED AUTOS				BODILY INFURY (Per accident)	s	
	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	s	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	S	
	NON-OWNED AUTOS				OTHER THAN EA ACC AUTO ONLY: AGG	10-1-0-10-10-1	• • • • • • • • • • • • • • • • • • •
	EXCESS LIABILITY	an a	· · · · · · · · · · · · · · · · · · ·		EACH OCCURRENCE	s	20,000,000
А		ECLPROOI	07/01/2019	07/01/2020	AGGREGATE	s	UNLIMITED
	DEDUCTIBLE				<ul> <li>See the second se Second second se Second second sec</li></ul>	S	
	RETENTION S					5	Contraction of the second s
	SCHOOL BOARD LIABILITY				CLAIM	5	
					AGGREGATE	s	
	Approximation and approximation of the Section of t				DEDUCTIBLE	s	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured only as respects to the use of premises/facilities during the policy period.

CERTIFICATE HOLDER Town of Orangetown

**26 Orangeburg Road** 

Orangeburg, NY 10962

X ADDITIONAL INSURED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rukund Tenden

#### **RETIREMENT INCENTIVE PROGRAM – OFFERING MEMORANDUM**

TO: [Insert name of eligible employee]

FROM: Donna Morrison, HR Coordinator

Date: June 18, 2019

Re: <u>Retirement Incentive Program</u>

After considerable review of its future staffing needs and operational expenses, the Town of Orangetown ("Town") has decided to offer a Retirement Incentive Program which is entirely voluntary, and, if eligible, you are free to either participate in the Program, retire, subject to the Program conditions described below, or not to participate and continue to work. The choice belongs to you. If you decide not to participate, please be assured that, in keeping with Town policy, your decision will not affect the terms and conditions of your employment, subject to the Town's right to make staffing changes in the future.

Here are the details of the Program for your consideration.

Employees Eligible to Participate in the Program: All full-time, active employees of the Town, (i) excluding all elected officials and Town Police Officers; (ii) who are or will be eligible to retire on or before [December 31, 2019] based on a service retirement under their respective tiers of the New York State Retirement System in which they participate; and (ii) have completed ten (10) or more years of continuous service as a full-time employee of the Town. The Town reserves the right to limit the eligibility to the first twenty (20) employees who elect to participate in the Program, to allow more than twenty (20) employees to elect to participate in the Program in its sole and exclusive discretion.

<u>The Retirement Incentive</u>: As a participant in the Program, you will be eligible to receive \$1,000 for each completed year of continuous full-time service with the Town as of the effective date of your retirement, less applicable taxes and withholdings, up to a maximum of the thirty (30) years of continuous full-time service with the Town or \$30,000. Eligible Employees shall not receive any payment under this Retirement Incentive for periods of employment with other employers. You must comply with Program Conditions described below to be eligible to receive a Retirement Incentive.

<u>Program Conditions</u>: To be eligible to receive a Retirement Incentive you must complete the attached Retirement Incentive Election Form ("Form") and return it to me no later than the close of business on [August 1, 2019]. If you decide not to participate in the Program, you should complete the Form by checking that you elect not to participate and return it to me no later than the close of business on [August 1, 2019]. Your decision to participate or not to participate cannot be changed. Any eligible

employee who does not submit a completed Form to me by close of business on [August 1, 2019] will be considered to have declined participation in the Program. The Town reserves the right to deny participation in the Program based on staffing needs and continuity of staff services.

Additionally, in order to be eligible to receive a Retirement Incentive, you must retire **[after August 7, 2019]**, but no later than the close of business on **[December 31, 2019]**, and you must execute a valid and enforceable release of claims that you that you have or may have against the Town in connection with your employment in a form substantially similar to the model Stipulation of Agreement and General Release form attached to the memorandum, the Town reserves the right to change or discontinue the Program, in whole or in part, at any time, in its sole and exclusive discretion. Nothing continued in this memorandum is a promise or guarantee that this Program or any similar Program will be offered in the future.

The decision whether or not to participate in the Program will bear a significant amount of importance and impact upon one's future. Therefore, the Town management encourages you to weigh this decision carefully before reaching a conclusion. Please consider seeking the advice of a family member(s), a trusted financial advisor, an attorney, your union representative, or anyone else of your choosing, so that you can make a well-informed decision. If you choose to participate in the Program, you will receive information about your other retirement related benefits under separate cover.

I am available for you should you have any questions about the Program.

#### **RETIREMENT INCENTIVE PROGRAM ELECTION FORM**

Please place a check in the appropriate space below, sign and date the Form below and return it to Donna Morrison, HR Coordinator, no later than the close of business on **[August 1, 2019].** 

I elect **to participate** in the Retirement Incentive Program described in the memorandum dated \_\_\_\_\_\_ received from Donna Morrison, HR Coordinator, have thoroughly read the document and fully understand the terms and conditions of the Retirement Incentive Program. I am making this election to participate voluntarily and acknowledge that this election is irrevocable and cannot be changed.

I elect **not to participate** in the Retirement Incentive Program described in the memorandum dated \_\_\_\_\_\_ received from Donna Morrison, HR Coordinator, have thoroughly read the document and fully understand the terms and conditions of the Retirement Incentive Program. I am making this election to participate voluntarily and acknowledge that this election is irrevocable and cannot be changed.

Signature of Employee

Dated:

#### STIPULATION OF SETTLEMENT AGREEMENT AND GENERAL RELEASE

The stipulation of Settlement Agreement and General Release ("agreement") is by and between the Town of Orangetown ("Town") and \_\_\_[INSERT NAME HERE]\_\_\_\_("Employee") and is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHEREAS, the Employee is employed by the Town and has elected to participate in the Retirement Incentive Program, as described in a memorandum from Donna Morrison dated \_\_\_\_\_\_ ("Program"); and

**WHEREAS,** as a condition of receiving the retirement incentive under the Program, the Employee acknowledges that he/she is entering into this Agreement in connection with and as a condition of his/her receipt of the retirement incentive under the Program.

**NOW, THEREFORE,** in exchange of the mutual promises contained herein and the valuable consideration provided herein, the sufficiency of which is hereby acknowledged by both parties, the Town and the Employee agree, as follows:

- 1. Upon the effective date of the Employee's retirement, which is or as soon as practicable thereafter, the Town will make a lump-sum payment to the Employee in the amount of \$\_\_\_[INSERT AMOUNT HERE]\_\_\_\_, less applicable taxes and withholdings.
- 2. In exchange for the valuable consideration set forth in paragraph 1 above, the Employee fully, forever, irrevocably and unconditionally releases the Town and its affiliates, departments, officers, employees, agents, trustees and representatives, past, present and future (collectively "Releasees") from any and all claims, controversies, liabilities, promises, suits, grievances, proceedings, complaints, petitions, causes of action, debts, obligations, acts, agreements, attorney fees, costs, expenses, indemnification, orders, memoranda, judgments, damages, and remedies of whatever kind or nature, whether know or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or contingent, actual or potential, jointly or individually (individually and collectively "Claims") that the employee has had, now has or may have based on or relating to any aspect of the Employee's employment with and retirement from the Library, including but not limited to 42 U.S.C. Sections 1981-1988, Title VII of the Civil Rights Acts of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, as amended, the other Workers Benefit Protection Act, the Americans With Disabilities Act, The Employee Retirement Income Security Act, the Equal Pay Act, the

Occupational Safety and Health Act of 1970, the Worker adjustment and Retraining Notification Act of 1989, the New York State Civil Service Law, the New York General Municipal Law, including entitlement to benefits under Section 207-c thereof, the New York State Town Law, the New York Public Officers Law, as well as any other federal, state or local statute, regulation, ordinance or common law regarding employment or benefits associated with employment; all claims for civil rights violations, discrimination, retaliation, or violation of public policy; all Claims for breach of express or implied contract, including but not limited to collective bargaining, or the covenant of good faith and fair dealing (weather written or oral); breach of promise, detrimental reliance or tort (e.g., intentional infliction of emotional distress, defamation, wrongful termination, invasion of privacy, interference with contractual or economically advantageous relationship, etc.), whether based on common law or otherwise; all Claims for mental distress, mental anguish, personal injury, and loss of consortium; and any and all Claims that may be asserted on behalf of the Employee by others. Specifically excluded from this release are claims arising after the Effective Date of this Agreement or the Employee's right to bring a claim to enforce this Agreement.

- 3. The employee represents that he/she has not filed, directly or indirectly, nor has caused to be filed, directly or indirectly, any Claims released herein against the Releasees in any forum, including federal, state or local court, in arbitration or in the grievance process, or in any administrative proceeding with any federal, state or local administrative agency. If the Employee has so filed any Claim, he/she agrees to withdraw this filing with prejudice and acknowledges that he/she is not eligible to receive the consideration set forth in paragraph 1 prior to the date such withdrawal is effective.
- 4. This Agreement shall be binding on the Employee and the Town and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized representative of each of the parties hereto.
- 5. This Agreement contains and constitutes the entire and complete understanding of the parties hereto with respect to the matters that are subject to this Agreement, and it supersedes and cancels all prior negotiations, agreements, commitments and understandings, written or oral, between the Employee and the Town.
- 6. This Agreement shall be governed by the laws of the State of New York (regardless of conflict of law principles) as to all matters including, without limitation, validity, performance, construction, effect and remedies.
- 7. The validity or enforceability of any provision of this Agreement shall have no effect upon, and shall not impair the validity of enforceability of any other provision of this Agreement. The employee and the Town agree that if any provision herein is found to be invalid or unenforceable by a court of competent jurisdiction, the Employee and the

Town will request that the court revise the provision to come closest to the meaning intended, and the provision will be enforced as rewritten without affecting any other provision of this Agreement.

- 8. This Agreement may be executed in separate counterparts, each of which shall constitute one and the same instrument. A signed facsimile copy of this Agreement shall be deemed an original.
- 9. The Employee acknowledges that: (a) the Employee has read and understands each of the provisions of this Agreement; (b) the Employee has been advised to consult with a family member, an attorney, a financial advisor, union representative of his/her choosing prior to executing this Agreement; (c) the Employee has up to forty-five (45) days from the Employee's receipt of this Agreement to review it and to consider his/her decision to sign it, although it may be signed earlier by the Employee if the Employee se decides; (d) the Employee is entering this Agreement voluntarily, knowingly and as of his/her free will; (e) no other promises or agreements of any kind have been made to or with him/her by any person or entity whatsoever to cause him/her to sign this Agreement; (f) he/she has received no representations concerning the terms or effects of this Agreement other than those specifically contained herein; and (g) this Agreement is not intended to be a waiver of claims arising after the Effective Date of this Agreement.
- 10. Once the Employee signs this Agreement, he/she has seven (7) days to revoke it. The Employee may do so by delivering to the undersigned written notice of his/her revocation within the seven-day revocation period. This Agreement will become effective on the eighth day after the Employee signs it ("Effective Date") provided the Employee has not revoked it during the seven-day revocation period. The Employee's failure to sign and return this Agreement by the close of business on the forty-sixth day after receipt of this Agreement will cause this Agreement to be null and void.
- 11. In accordance with the Older Workers Benefit Protection Act, Exhibit A attached this Agreement, which is hereby made part of this Agreement, lists the job titles and ages of the employees in the decisional unit who are eligible for the Program, as described therein, and who elected to participate and who elected not to participate in the Program.

FOR THE TOWN		FOR THE EMPLOYEE
Ву:		
Name:	Name:	
Title:	Title:	
Dated:	Dated:	

### EXHIBIT A

- 1. The Decisional Unit includes all full-time employees of the Town, who are eligible to participate in the Retirement Incentive Program described in the memorandum issued by Donna Morrison, Town of Orangetown, and dated \_\_\_\_\_ ("Program").
- 2. Eligible employees in the Decisional Unit who elect to participate in the Program are eligible to receive the retirement incentive described in the Program provided they retire and sign the attached Stipulation of Agreement and General Release ("Participating Employee"). A participating Employee has up to forty-five (45) days to consider whether or not to sign the Stipulation of Agreement and General Release, although it may be signed earlier by the Employee if the Employee so decides, and seven (7) days after signing it to revoke it. Each participating Employee has been advised to consult an attorney, financial officer, union representative, family member or representative of his/her choosing before signing the attached Stipulation of Agreement and General Release. Eligible employees, who do not elect to participate in the Program, will continued to be employed, subject to the Town's right to make staffing changes in the future and except to the extent their employment may be terminated in accordance with applicable law.
- 3. Listed below are the job titles, ages, and detail as to the eligible employees who elected to participate in the Program and eligible employees who elected not to participate in the Program. Participation in the Program is strictly on a voluntary basis.

Job Title	Age as of	Elected to	Elected not
	[December 31, 2019]	participate	to participate
1			
2			
4.			
5 6			
6. 7.			
8			
9 10			
11.			
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36			
37			
39.			

### Assessor's Office Inter – Office Memo

To: Town Clerk; Finance Office; Supervisor

July 16, 2019

From: Brian Kenne

Re Base Proportion Resolution

The attached are calculated Base and Adjusted Base Proportions for the upcoming September school and the January, 2020 Town and County tax billing apportionments. These numbers have been reviewed by the NYS Office of Real Property as to their accuracy and a proposed Town Board Resolution is as follows:

RESOLVED, that upon the recommendation of the Assessor, the Town Board hereby adopts the Certificate of Current Homestead Base Proportions and Adjusted Base Proportions (Forms 6701 & 6703) pursuant to Article 19, Section 1903 of New York State Real Property Tax Law for the Levy of Taxes on the 2019 Assessment Roll, and the Town Clerk is hereby authorized to affix a Town Certification.

For comparison purposes, the following is a table indicating last year's <u>Town-wide</u> & <u>Town Outside Villages</u> Adjusted Base Proportions:

	<u>Town 2018</u>	<u>Town 2019</u>	TOV 2018	TOV 2019
Homestead	68.25883	66.87377	67.95394	68.2727
Non-Homestead	31.74117	33.12623	32.04606	31.7273
Homestead Town-w	<u>ide</u> 2018	to 2019 =	-2.03%	

85

21.1758	6,910,633,200 1,856,514,978 8,767,148,178	Equalization Rate 42.06 45.50	Assessed value 2,906,612,324 844,714,315	Class Homestead Non-Homestead Total
(H) Current Base Percentages (G/Sum of G)	ē	(F) 2018 Class	(E) 2018 Taxable Assessed Value	
	t Percentages	Determination of Current Percentages	D	SECTION II
69.86097 30.13903	1,926,738,784 831,222,976 2,757,961,760	118.22 137.32	2,277,790,591 1,141,435,390 3,419,225,981	Homestead Non-Homestead Total
(D) Base Percentages (C/Sum of C)	(C) Estimated Market Value Base P A/(B/100) (C/S	(B) 1989 Class Equalization Rate	(A) 1989 Taxable Assessed Value	Class
	ercentages	Determination of Base Percentages	D	SECTION I
			TOWNWIDE	Name of Portion -
e Village Area;	<u>X</u> ; Village;Town Outside Village Ar əcial District	ity; City; Town <u>X</u> ; Village School District; Special District	Check One to Identify Portion: County	Check One to Ide
		- ORANGETOWN	Approved Assessing Unit - TOWN OF ORANGETOWN	Approved Assessi
centages and , RPTL, t Roll	Determination of Base Percentages, Current Percentages ar Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	Determination of Base Current Base Propor for the Levy of Taxe		
ICES 4	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	STATE BOARD OF 16 Sheridan Aven		

SECTION IVDetermination of Current Base Proportions(I)(J)(J)(K)(L)Proportion(M)(N)0(I)(J)(J)(K)ProspectiveCurrentProspectiveCurrentPercent DifferenceBetween Prior YearAdjusted BaseProportion andMaximumCurrentBase ProportionAdjusted BaseProportion andMaximumCurrentBase ProportionAdjusted BaseProportion andMaximumCurrentBaseProportion an			2	ove,	ing unit identified above,	he approved assess	I, the Clerk of the Legislative Body of the approved assessing unit identified above,	I, the Clerk of the
Determination of Current Base Proportions(I)(J)(K)(L)(M)(N)Prospective Current Base ProportionProspective Current Base ProportionColumn(J)Adjusted Base ProportionPercent Difference Between Prior Year Adjusted Base Proportion and Updated Local Protated ProportionM)(N)Assessment RollUpdated Local I*(H/D)Proportion to 100.00Proportion Prior Tax LevyMaximum Proportion Base Proportion	67.2053 32.7947 100	71.6718 33.3282	-1.5434% 3.3190%	68.25883 31.74117 100	67.2053 32.7947 100	63.2585 30.8687 94.1272	56.0653 43.9347 100	Homestead Non-Homestead Total
-	0 Current Base Proportions for 2019 Rol			(L) Adjusted Base Proportion Used for Prior Tax Levy	(K) Prospective Current Base Proportion Column(J) Prorated to 100.00	(J) Updated Local Base Proportion I*(H/D)	(I) Local Base Proportion for the 1990 Assessment Roll	Class
					t Base Proportions	ermination of Curren	Det	SECTION IV

base percentages, current percentages and current base proportions as set fo n herein for the assessmentroll and portion identified above.

Title

Date

Home Non-F Total	Class	SECT	Home Non-F Total		SECT	Name	Chec	Appro			RP-67
Homestead Non-Homestead Total		SECTION II	Homestead Non-Homestead Total	Class	SECTION I	Name of Portion -	< One to Ide	wed Assessi			RP-6701(5/2001)
2,282,062,236 669,434,753	(E) 2018 Taxable Assessed Value	De	1,810,483,106 919,093,679 2,729,576,785	(ry 1989 Taxable Assessed Value		TOWN OUTSIDE VILLAGE	Check One to Identify Portion: County_	Approved Assessing Unit - TOWN OF ORANGETOWN			
41.86 53.80	(F) 2018 Class Equalization Rate	Determination of Current Percentages	118.62 139.83	(P) 1989 Class Equalization Rate	Determination of Base Percentages		; City; T ;hool District_	- ORANGETOWN	Determination of Base Percentages, Current Percentages and Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	<b>STATE BOARD O</b> 16 Sheridan Avei	note: enter 2002 taxable value h & nh (3/27/03)
5,451,653,693 1,244,302,515 6,695,956,208	(G) Estimated Market Value E/(F/100)	nt Percentages	1,526,288,236 657,293,627 2,183,581,864	ted D0)	Percentages		; Village ecial District		stermination of Base Percentages, Current Percenta Surrent Base Proportions Pursuant to Article 19, RP for the Levy of Taxes on the <u>2019</u> Assessment Roll	<b>STATE BOARD OF REAL PROPERTY SERVICES</b> 16 Sheridan Avenue, Albany, NY 12210-2714	xable value h & nh
81.4171 18.5829	(H) Current Base Percentages (G/Sum of G)		69.89837 30.10163	Base Percentages (C/Sum of C)	(D)		_;Town Outside Village Area X ; 		ent Percentages and rticle 19, RPTL, ssment Roll	<b>Y SERVICES</b> 210-2714	(3/27/03)

I, the Clerk of the hereby certify tha base percentages herein for the ass	Homestead Non-Homestead Total	Class	SECTION IV	RP-6701(5/2001)
I, the Clerk of the Legislative Body of the approved assess hereby certify that the legislative body determined on base percentages, current percentages and current base herein for the assessmentroll and portion identified above	55.7591 44.2410 100	(I) Local Base Proportion for the 1990 Assessment Roll	Def	
I, the Clerk of the Legislative Body of the approved assessing unit identified above hereby certify that the legislative body determined on	64.9477 27.3116 92.2594	(J) Updated Local Base Proportion I*(H/D)	Determination of Current Base Proportions	
ing unit identified above, (specify date) proportions as set forth	70.3969 29.6031 100	(K) Prospective Current Base Proportion Column(J) Prorated to 100.00	t Base Proportions	
th th	67.95394 32.04606 100	(L) Adjusted Base Proportion Used for Prior Tax Levy		
Signature Title Date	3.5950% -7.6232%	(M) Percent Difference Between Prior Year Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-I)*100		
	71.3516 33.6484	(N) Maximum Current Base Base Proportion (L*1.05)		
	66.3516 33.6484 100	0 Current Base Proportions <b>for</b> 2019 Roll		
	66.3516 68.633479 33.6484 31.366521 100 100	Leg. Limit	·	

Homestead Non-Homestead Total	Class	SECTION II	Homestead Non-Homestead Total	Class	SECTION	Name of Portion	Check One to lo	Approved Asses			RP-6701(5/2001)
1,447,620,883 1 359,756,834 1,807,377,717	(E) 2018 Class Assessed Value	D	1,144,567,880 4 488,534,067 1,633,101,947	1989 Taxable Assessed Value	(A)	Name of Portion - SOUTH ORANGETOWN S.D.	lentify Portion: Cou	Approved Assessing Unit - TOWN OF ORANGETOWN			1)
41.92 43.09	(F) 2018 Class Equalization Rate	Determination of Current Percentages	115.92 130.96	1989 Class Equalization Rate	Uetermination of Base Percentages	TOWN S.D.	Check One to Identify Portion: County; City; Town, School District XX	FORANGETOWN	Determination of Ba Current Base Prop for the Levy of Ta	<b>STATE BOARD</b> ( 16 Sheridan Av	
3,453,294,091 834,896,343 4,288,190,434	(G) Estimated Market Value E/(F/100)	ent Percentages	987,377,398 373,040,674 1,360,418,072	Estimated Market Value A/(B/100)	Percentages		; Special Distri		etermination of Base Percentages, Current Percentage Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
80.5303 19.4697	(H) Current Base Percentages (G/Sum of G)		72.5790 27.4210	(C/Sum of C)			;Town Outside Village Area ct		Determination of Base Percentages, Current Percentages and Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	<b>TY SERVICES</b> 2210-2714	
							ι.				

		Signature	ove, r date) th	ing unit identified above, (specify date) proportions as set forth	the approved assess determined on	I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on (specify da base percentages, current percentages and current base proportions as set forth	I, the Clerk of the hereby certify tha base percentages
69,4958 30.5042 100	73.3133 31.6867	-0.4675% 1.0816%	69.82221 30.17779 100	69.4958 30.5042 100	65.8129 28.8876 94.7006	59.3147 40.6853 100	Homestead Non-Homestead Total
Current Base Proportions for 2019 Roll	Maximum Current Base Base Proportion (L*1.05)	-	Adjusted Base Proportion Used for Prior Tax Levy	Base Proportion Column(J) Prorated to 100.00	Updated Local Base Proportion I*(H/D)	Local Base Proportion for the 1990 Assessment Roll	Class
o	(N)	(M) Percent Difference Between Prior Year	(L)	(K) Prospective Current	(L)	()	
				nt Base Proportions	Determination of Current Base Proportions	Det	SECTION IV
							RP-6701(5/2001)

Date

Title

Homestead Non-Homestead Total	Class	SECTION II	Homestead Non-Homestead Total	Class		SECTION I	Name of Portion -	Check One to Ide	Approved Assess			RP-6701(5/2001)
917,361,682 261,537,482 1,178,899,164	(E) 2018 Taxable Assessed Value	De	725,067,880 285,139,606 1,010,207,486	1989 Class Assessed Value	(A)	De	Name of Portion -PEARL RIVER S.D.	Check One to Identify Portion: County_	Approved Assessing Unit - Town of Orangetown			
41.99 45.50	(F) 2018 Class Equalization Rate	Determination of Current Percentages	120.43 133.63	1989 Class Equalization Rate	(B)	Determination of Base Percentages		ity; City; Town_ School District_XX;	rangetown	Determination of Bas Current Base Propo for the Levy of Tax	<b>STATE BOARD O</b> 16 Sheridan Ave	
2,184,714,651 574,807,653 2,759,522,304	(G) Estimated Market Value E/(F/100)	nt Percentages	602,065,831 213,379,934 815,445,765	ted Ue D0)	(C)	Percentages		; Village_X Special Distric		etermination of Base Percentages, Current Percentage Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
79.1700 20.8300	(H) Current Base Percentages (G/Sum of G)		73.8327 26.1673	Base Percentages (C/Sum of C)	(D)			;Town Outside Village Area t		Determination of Base Percentages, Current Percentages and Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	<b>Y SERVICES</b> 210-2714	
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											3/8/2004	

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I, the Clerk of the hereby certify tha base percentages herein for the ass	Class Homestead Non-Homestead Total		RP-6701(5/2001) SECTION IV
I, the Clerk of the Legislative Body of the approved assess hereby certify that the legislative body determined on base percentages, current percentages and current base herein for the assessmentroll and portion identified above	tor the 1990 Assessment Roll 60.9369 39.0631 100	(I) Local Base Proportion	De
the approved assess determined on ss and current base i tion identified above.	base Proportion I*(H/D) 65:3420 31.0954 96.4374	(J) Updated Local	Determination of Current Base Proportions
t, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on (specify date) base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.	67.7558 32.2442 100	(K) Prospective Current Base Proportion Column(J) Prorated	nt Base Proportions
ove, y date) rth	0 sed ion Prior Tax Levy 68.42230 31.57770 100	(L) Adjusted Base Proportion	
Signature Title	0.9740% ((K/L)-I)*100 -0.9740% 2.1105%	(M) Percent Difference Between Prior Year Adjusted Base Proportion and Prospective Current	
	6456 Frioporition (L*1.05) 71.8434 33.1566		
	for 2019 Roll 67.75580 32.24420 100	0 Current Base	

Date

Homestead Non-Homes Total	Class	SECT	Homestead Non-Homes Total	-		SECTION I	Name	Check	Appro			RP-67
Homestead Non-Homestead Total		SECTION II	Homestead Non-Homestead Total	Class		ION I	of Portion -	< One to Ide	ved Assess			RP-6701(5/2001)
444,908,729 152,146,770	(E) 2018 Taxable Assessed Value	De	385,549,825 201,636,566 587,186,391	1989 Taxable Assessed Value	(A)	De	Name of Portion - NYACK S.D.	Check One to Identify Portion: County	Approved Assessing Unit - TOWN OF ORANGETOWN			
41.99 40.57	(F) 2018 Class Equalization Rate	Determination of Current Percentages	121.54 129.87	1989 Class Equalization Rate	(B)	Determination of Base Percentages		ty; City; Town_ School District_XX;	ORANGETOWN	Determination of Bas Current Base Propo for the Levy of Tay	<b>STATE BOARD C</b> 16 Sheridan Ave	
1,059,558,774 375,022,849 1,434,581,623	(G) Estimated Market Value E/(F/100)	nt Percentages	317,220,524 155,260,311 472,480,835	Market Value A/(B/100)	(C) Estimated	Percentages		; Village Special Distri		etermination of Base Percentages, Current Percentage Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
73.8584 26.1416	(H) Current Base Percentages (G/Sum of G)		67.1393 32.8607	Base Percentages (C/Sum of C)	(D)			;Town Outside Village Area ct		Determination of Base Percentages, Current Percentages and Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the <u>2019</u> Assessment Roll	<b>Y SERVICES</b> 210-2714	
								B 		-		
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I, the Clerk of the hereby certify tha base percentages herein for the ass	Homestead Non-Homestead Total	Class	RP-6701(5/2001) SECTION IV
I, the Clerk of the Legislative Body of the approved assess hereby certify that the legislative body determined on	50.2710 49.7290 100	(I) Local Base Proportion for the 1990 Assessment Roll	Def
I, the Clerk of the Legislative Body of the approved assessing unit identified above hereby certify that the legislative body determined on (specify da base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.	55.3020 39.5609 94.8628	(J) Updated Local Base Proportion I*(H/D)	Determination of Current Base Proportions
ng unit identified above, (specify date) roportions as set forth	58.2968 41.7032 100	(K) Prospective Current Base Proportion Column(J) Prorated to 100.00	t Base Proportions
th th	59.08667 41.91333 101	(L) Adjusted Base Proportion Used for Prior Tax Levy	
Signature Title Date	-1.3368% -0.5013%	(M) Percent Difference Between Prior Year Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-I)*100	
	62.0410 44.0090	(N) Maximum Current Base Base Proportion (L*1.05)	
	58.2968 41.7032 100	0 Current Base Proportions for 2019 Roll	

Home Non-F Total	Class	SECT	Home Non-F Total			SECT	Name	Chec	Appro			RP-6
Homestead Non-Homestead Total	-	SECTION II	Homestead Non-Homestead Total	Class		SECTION I	e of Portion -	k One to Ide	ved Assessi			RP-6701(5/2001)
141,120,610 71,407,565 212,528,175	(E) 2018 Taxable Assessed Value	De	123,995,310 163,503,056 287,498,366	1989 Taxable Assessed Value	(A)	De	Name of Portion - NANUET S.D.	Check One to Identify Portion: CountyScl	Approved Assessing Unit - TOWN OF ORANGETOWN			
41.97 50.92	(F) 2018 Class Equalization Rate	Determination of Current Percentages	119.56 204.63	1989 Class Equalization Rate	(B)	Determination of Base Percentages		ty; City; Town; Village School District_X_; Special District	ORANGETOWN	Determination of Bas Current Base Propc for the Levy of Tax	<b>STATE BOARD O</b> 16 Sheridan Ave	
336,241,625 140,234,810 476,476,434	(G) Estimated Market Value E/(F/100)	nt Percentages	103,709,694 79,901,801 183,611,495	Estimated Market Value A/(B/100)	(C)	Percentages		1 1		etermination of Base Percentages, Current Percentage Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the 2019 Assessment Roll	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
70.5684 29.4316	(H) Current Base Percentages (G/Sum of G)		56.4832 43.5168	Base Percentages (C/Sum of C)	(D)			;Town Outside Village Area_ 		Determination of Base Percentages, Current Percentages and Current Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the 2019 Assessment Roll	<b>Y SERVICES</b> 210-2714	
								L.				
							I					

Determination of Current Base Proportions       (J)       (K)       (L)       (M)         (J)       (K)       (L)       Prospective       Current         Courrent       Base Proportion       Column(J)       Adjusted Base       Percent Difference         Nupdated Local       Prorated       Prorated       Proportion       Adjusted Base       Proportion and         Base Proportion       to 100.00       Prior Tax Levy       (KL)-I)*100       Base Proportion         II       I*(H/D)       45.1361       26.80052       68.4150%         28       38.4965       45.1361       26.80052       68.4150%         290       85.2898       100       100       100

nerein for the assessmentroll and portion identified above.

Title

Date

Homestead Non-Homestead	Total As of Equaliz Between Class and	Homestead Non-Homestead	Total Val Class Refe	SECTION I	Reference Roll - 2018	Name of Portion - TOWNWIDE	Check One to Identify Portion: County_	Approved Assessing Unit - TOWN OF ORANGETOWN			RP-6703(5/2001)
8,700 1,366,893	(F) Total Assessed Value of Equalization Increases Between Reference Roll and Levy Roll	2,985,285,553 840,693,406	(A) Total Assessed Value on the Reference Roll			UE L	L C	OWN OF ORANG	_		
5,105,820 2,208,602	(G) Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll	8,332,787 15,707,482	(B) Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll	Determintation of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor	Levy Roll - 2019		; Town X ; Village; chool District; Special	SETOWN	Determination of Adjusted Base Proportions Pursuant to Article 19, RPTL, for the 2019 Assessement Roll	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
(5,097,120) (841,709)	(H) Net Equalization Changes (F-G)	3,197,421 3,930,206	(C) Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll	lass Net Change in Asses: Computation of Class Cha			Town Outside Village Area District		ase Proportions Pursuant t 2019 Assessement Roll	. PROPERTY SERVICES bany, NY 12210-2714	
0.998290755 0.998994089	(I) Change in Level of Assessment Factor (H/E)+1	5,135,366 11,777,276	(D) Net Assessed Value of Physical & Quantity Changes (B-C)	sed Value due to Physica nge in Level of Assessm			ļ,		o		
		2,982,088,132 836,763,200	(E) Surviving Total Assessed Value on the Reference Roll (A-C)	ıl and Quantity ent Factor							
											98

	the adjusted bas identified above.	I, the Clerk of the hereby certify that the adjusted bas	Homestead Non-Homestead	Class		SECTION III	Homestead Non-Homestead	Class		SECTION II	RP-6703(5/2001)
	identified above.	I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on	67.2053 32.7947 100	Current Base Proportions	(P)		2,912,258,580 773,256,466	Taxable Assessed Value on the Levy Roll	(L)		)
	in for the assessment roll	wed assessing unit identif ned on()	67.45114 33.41224 100.86338	Current Base Proportions Adjusted for Physical & Quantity Changes (P*O)	(Q)		2,917,244,867 774,035,076	Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/l)	(K)		
	and portion	fied above, (specify date) ı used to determine	66.87377 33.12623 100.00000	Adjusted Base Proportions (Q/Sum of Q)	(R)	Computation of Adjusted Ba	0 86,585,584	Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment	(L)	Computation of Portion Class Adjustment Factor	
Date	Title	Signature				ase Proportions	2,917,244,867 860,620,660	As: Levy	(M) Total Tayahla	ss Adjustment Factor	
							2,906,612,324 844,714,315	<i>(Col E Base)</i> Taxable Assessed Value on the Reference Roll	(N)		
							1.003658053 1.018830443	Class Adjustment Factor (M/N)	(0)		99

Homestead Non-Homestead	Class	Homestead Non-Homestead	Class	SECTION I	Reference Roll - 2018	Name of Portion	Check One to Ide	Approved Assest			RP-6703(5/2001)
0 682,469	(F) Total Assessed Value of Equalization Increases Between Reference Roll and Levy Roll	2,352,169,690 672,974,425	(A) Total Assessed Value on the Reference Roll		- 2018	Name of Portion - TOWN OUTSIDE VILLAGE	Check One to Identify Portion: County; City; Town School District	Approved Assessing Unit - TOWN OF ORANGETOWN			
4,161,629 1,325,453	(G) Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll	6,642,050 13,037,025	(B) Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll	Determination of Portion C Equalization Changes and	Levy Roll - 2019	GE	<pre>Xity; Town; Village; Tow School District; Special District</pre>	NGETOWN	Determination of Adjusted Base Proportions Pursuant Article 19, RPTL, for the 2019 Assessment Roll	STATE BOARD OF REAL PROPERTY SERVIC 16 Sheridan Avenue, Albany, NY 12210-2714	
(4,161,629) (642,984)	(H) Net Equalization Changes (F-G)	2,233,657 3,536,272	(C) Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll	Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor			_;Town Outside Village Area_X_; District			STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
0.998229046 0.999039517	(I) Change in Level of Assessment Factor (H/E)+1	4,408,393 9,500,753	(D) Net Assessed Value of Physical & Quantity Changes (B-C)	ed Value due to Physical : nge in Level of Assessme			ea_X_:		5		
		2,349,936,033 669,438,153	(E) Surviving Total Assessed Value on the Reference Roll (A-C)	and Quantity nt Factor					blue -new numbers for 2019		
											100

	the adjusted base identified above.	I, the Clerk of the hereby certify tha the adjusted base	Homestead Non-Homestead	Class	·	SECTION III	Homestead Non-Homestead	Class		SECTION II	RP-6703(5/2001)
	the adjusted base proportions as set forth herein for the assessment roll and portion identified above.	I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on(specify date) the adjusted base proportions and the data, procedures and computation used to determine	68.6335 31.3665 100	Current Base Proportions	(P)		2,287,075,200 608,530,627	Taxable Assessed Value on the Levy Roll	(L)		
	rein for the assessment rol	roved assessing unit identified ab ined on(specify date) procedures and computation used	68.90630 32.02173 100.92803	Current Base Proportions Adjusted for Physical & Quantity Changes (P*O)	(Q)		2,291,132,691 609,115,672	Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I)	(K)		
	I and portion	fied above, y date) n used to determine	68.27270 31.72730 100.00000	Adjusted Base Proportions (Q/Sum of Q)	(R)	Computation of Adjusted Ba	0 74,303,330	Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment	(L)	Computation of Portion Class Adjustment Factor	
Date	Title	Signature				ase Proportions	2,291,132,691 683,419,002	Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L)	(M) Total Taxable	s Adjustment Factor	
			Red =limit of 1 percent from prev. yr. base prop.				2,282,062,236 669,434,753	<i>(Col. E Base)</i> Taxable Assessed Value on the Reference Roll	(N)		
			from				1.00397 1.02089	Class Adjustment Factor (M/N)	(O)		101

Class Homestead Non-Homestead	Homestead Non-Homestead	Class	SECTION I	Name of Portion - SOL Reference Roll - 2018	to li	proved Asse			RP-6703(5/2001)
of Equalization Increases Between Reference Roll and Levy Roll 0 450,635	1,465,460,828 d 325,611,493 (F) Total Assessed Value	(A) Total Assessed Value on the Reference Roll		Name of Portion - SOUTH ORANGETOWN SCHOOL DISTRICT Reference Roll - 2018 Levy Roll - 2019	dentify Portion: County; C	Approved Assessing Unit - TOWN OF ORANGETOWN			1)
of Equalization Decreases Between Reference Roll and Levy Roll 2,694,001 116,700	3,775,587 2,365,413 (G) Total Assessed Value	(B) Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll	Determintation of Portion Class Net Change in Assess Equalization Changes and Computation of Class Chan	SCHOOL DISTRICT Levy Roll - 2019	Check One to Identify Portion: County; City; Town; Village; Town School District <u>X</u> ; Special District	NGETOWN	Determination of Adjusted Base Proportions Pursuant Article 19, RPTL, for the 2019 Assessment Roll	STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714	
Net Equalization Changes (F-G) (2,694,001) 333,935	1,552,548 1,308,251 (H)	(C) Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll	Determintation of Portion Class Net Change in Assessed Value due to Physical and Qua Equalization Changes and Computation of Class Change in Level of Assessment Factor		;; Town Outside Village Area District		ise Proportions Pursuant to 019 _Assessment Roll	PROPERTY SERVICES any, NY 12210-2714	
Change in Level of Assessment Factor (H/E)+1 0.998159720 1.001029700	2,223,039 1,057,162 (I)	(D) Net Assessed Value of Physical & Quantity Changes (B-C)	ed Value due to Physical and Quantity ige in Level of Assessment Factor						
	1,463,908,280 324,303,242	(E) Surviving Total Assessed Value on the Reference Roll (A-C)	Quantity actor				·		
									102

·		Signature Title Date	ad above, y date) used to determine and portion	oved assessing unit identified aboved on	I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legilative body determined on (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.	I, the Clerk of the hereby certify tha the adjusted base the adjusted base identified above.
			69.39662 30.60338 100.00000	69.62393 30.70362 100.32755	69.4958 30.5042 100	Homestead Non-Homestead
			Adjusted Base Proportions (Q/Sum of Q)	Current Base Proportions Adjusted for Physical & Quantity Changes (P*O)	Current Base Proportions	Class
			(R)	(Q)	(P)	
		Base Proportions	Computation of Adjusted Base			SECTION III
1.001843673 1.006537467	1,449,151,480 362,649,320	1,451,823,241 365,020,128	0 47,830,473	1,451,823,241 317,189,655	1,449,151,480 317,516,265	Homestead Non-Homestead
Class Adjustment Factor (M/N)	(Col E Base) Taxable Assessed Value on the Reference Roll	Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L)	Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment	Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I)	Taxable Assessed Value on the Levy Roll	Class
(0)	(N)	(M) Total Taxable	(L)	(K)	(L)	
		Adjustment Factor	Computation of Portion Class Adjustment Factor			SECTION II
						RP-6703(5/2001)

	0.997645168	(591,589)	1,059,653	468,064	Non-Homestead
	0.998714709	(1,194,395)	1,194,395	0	Homestead
	Change in Level of Assessment Factor (H/E)+1	Net Equalization Changes (F-G)	of Equalization Decreases Between Reference Roll and Levy Roll	of Equalization Increases Between Reference Roll and Levy Roll	Class
	()	(H)	(G) Total Assessed Value	(F) Total Assessed Value	
929,280,056 251,223,440	1,741,891 8,468,019	432,109 2,207,635	2,174,000 10,675,654	929,712,165 253,431,075	Homestead Non-Homestead
Assessed Value on the Reference Roll (A-C)	of Physical & Quantity Changes (B-C)	& Quantity Decreases Between Reference Roll & Levy Roll	& Quantity Increases Between Reference Roll & Levy Roll	Total Assessed Value on the Reference Roll	Class
(E) Surviving Total	(D) Net Assessed Value	(C) Total Assessed Value of Physical	(B) Total Assessed Value of Physical	(A)	
l Quantity <sup>-</sup> actor	Value due to Physical and in Level of Assessment F	ss Net Change in Assessed \ omputation of Class Change	Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor		SECTION I
			Levy Roll - 2019	2018	Reference Roll - 2018
	green -tent#'s		ol District <u>X</u> ; Special D		Name of Portion - PEARL RIVER
	L.	; Town Outside Village Area_	_; City; Town; Village;	Check One to Identify Portion: County; C	Check One to Ide
			VGETOWN	Approved Assessing Unit - TOWN OF ORANGETOWN	Approved Assess
	÷ 19, RPTL,	roportions Pursuant to Article 2019 Assessment Roll	Certificate of Adjusted Base Proportions Pursuant to Article 19, RPTL, for the Levy of Taxes on the 2019 Assessment Roll	0	
		PROPERTY SERVICES my, NY 12210-2714	<b>STATE BOARD OF REAL PROPERTY SERVICES</b> 16 Sheridan Avenue, Albany, NY 12210-2714		
					RP-6703(5/2001)

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion	Homestead         67.75580         67.95854           Non-Homestead         32.24420         33.42189           100         101.38043	Current Base Proportions Adjusted for Physical & Quantity Changes Class Current Base Proportions (P*O)	(P) (Q)	SECTION III	Homestead 918,924,030 920,106,634 Non-Homestead 247,584,833 248,169,230	Class       Taxable Assessed Value         on Levy Roll       at Reference Roll         Taxable Assessed Value       Level of Assessment         Class       on the Levy Roll       (J/l)	(J) (K)	SECTION II	RP-6703(5/2001)
ntified above, (specify date) tion used to determine	54 67.0332 89 32.9668 43 100.0000	ns Adjusted Base Proportions (Q/Sum of Q)	(R)	Computation of Adjusted Base Proportions	34 30 22,920,673	ue Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment	(L)	Computation of Portion Cla	
	7.0332 2.9668 0.0000	portions 1)		sted Base Proportions	- 20,673 920,106,634 271,089,903	e of Levy Roll at Reference on the Roll Level of ce Roll Assessment ment (K + L)	(M)	Computation of Portion Class Adjustment Factor	
					634 917,361,682 903 261,537,482	on (Col E Base) ence Taxable Assessed Value on the Reference Roll	(Z)	-	
					1.0029922 1.0365241	Class Adjustment Factor (M/N)	(0)		105

ì Date

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	(A)(B)(C)Total AssessedTotal AssessedTotal AssessedValue on theValue of PhysicalValue of PhysicalValue of PhysicalClassValue on the& Quantity Increases& Quantity Decreasesof IReference RollReference Roll& Levy RollRoll & Levy RollNet AssHomestead447,564,3101,677,9001,189,064400,355	Reference Roll - 2018       Levy Roll - 2019         Image: SECTION I       Determintation of Portion Class Net Change in Assessed Value due to Physical and Quantity         Equalization Changes and Computation of Class Change in Level of Assessment Factor	Check One to Identify Portion: County; City; Town; Village; Town Outside Village Area; School District X; Special District Name of Portion - NYACK SCHOOL DISTRICT green -te	Determination of Adjusted Base Proportions Pursuant to Article 19, RPTL, for the 2019 Assessment Roll Approved Assessing Unit - TOWN OF ORANGETOWN	RP-6703(5/2001) STATE BOARD OF REAL PROPERTY SERVICES 16 Sheridan Avenue, Albany, NY 12210-2714
(G) Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll 1.095.724	78	2019 on of Portion Class Net Char Changes and Computation c	_; Village, Town Outside t <u>X</u> ; Special District	of Adjusted Base Proportion RPTL, for the <u>2019</u> Assess	<b>ARD OF REAL PROPERTY</b> an Avenue, Albany, NY 122
(H) Net Equalization Changes (F-G)	Cr &	nge in Assessed Valu of Class Change in L	L.	ns Pursuant to sment Roll	<b>SERVICES</b> 10-2714
(I) Change in Level of Assessment Factor (H/E)+1 0.997564775	(D) Net Assessed Value of Physical & Quantity Changes (B-C) 488,836 2,265,222	ue due to Physical and evel of Assessment Fi	green -tent #'s		·
	(E) Surviving Total Assessed Value on the Reference Roll (A-C) 446,375,246 143,918,552	Quantity actor			
					106

RP-6703(5/2001)

		Date				
		Title	nd portion	in for the assessment roll ar	the adjusted base proportions as set forth herein for the assessment roll and portion identified above.	the adjusted base identified above.
		Signature	lentified above, _ (specify date) tation used to determine	ved assessing unit identified ned on (spec ocedures and computation u	I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on (specify date) the adjusted base proportions and the data, procedures and computation used to determine	I, the Clerk of the hereby certify that the adjusted base
			58.00552 41.99448 100.00000	58.3927 42.2748 100.6674	58.2968 41.7032 100	Homestead Non-Homestead
			Adjusted Base Proportions (Q/Sum of Q)	Current Base Proportions Adjusted for Physical & Quantity Changes (P*O)	Current Base Proportions	Class
			(R)	(Q)	(P)	
		Proportions	Computation of Adjusted Base Proportions			SECTION III
1.0016445 1.0137054	444,908,729 152,146,770	445,640,364 154,231,998	0 11,735,993	445,640,364 142,496,005	444,555,130 141,906,555	Homestead Non-Homestead
Class Adjustment Factor (M/N)	(Col E Base) Taxable Assessed Value on the Reference Roll	Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L)	Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment	Taxable Assessed Value on Levy Roli at Reference Roll Level of Assessment (J/l)	Taxable Assessed Value on the Levy Roll	Class
(O)	(N)	(M) Total Taxable	(L)	(K)	(L)	
107		Class Adjustment Factor	Computation of Portion Class			SECTION II

		STATE BOARD OF REAL PROPERTY SERVICES	ROPERTY SERVICES			1
		16 Sheridan Avenue, Albany, NY 12210-2714			·	
		Determination of Adjusted Base Proportions Pursuant Article 19, RPTL, for the 2019 Assessment Roll	Proportions Pursuant to 119 Assessment Roll			
Approved Assessi	Approved Assessing Unit - TOWN OF ORANGETOWN	GETOWN				
Check One to Ider	Check One to Identify Portion: County; City	; Town; Village chool District <u>X</u> ; Special	; Town Outside Village Area; District			
Name of Portion -	Name of Portion - NANUET SCHOOL DISTRICT	ICT				
Reference Roll - 2018	2018	Levy Roll - 2019				
SECTION I		Determintation of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor	s Net Change in Assessed Va mputation of Class Change in	lue due to Physical and Level of Assessment Fa	Quantity ctor	
	(A)	(B) Total Assessed	(C) Total Assessed	(D)	(E)	
		Total Assessed Value of Physical	Total Assessed Value of Physical	Net Assessed Value	Surviving Total	
Class	Total Assessed Value on the Reference Roll	& Quantity Increases Between Reference Roll & Levy Roll	& Quantity Decreases Between Reference Roll & Levy Roll	of Physical & Quantity Changes (B-C)	Assessed Value on the Reference Roll (A-C)	
Homestead Non-Homestead	142,548,250 117,031,931	705,300 838	23,700 13,965	681,600 (13,127)	142,524,550 117,017,966	
	(F) Total Assessed Value	(G) Total Assessed Value	(H)	(1)		
Class	of Equalization Increases Between Reference Roll and Levy Roll	of Equalization Decreases Between Reference Roll and Levy Roll	Net Equalization Changes (F-G)	Change in Level of Assessment Factor (H/E)+1		
Homestead Non-Homestead	0 11,280	109,900 0	(109,900) 11,280	0.999228905 1.000096395		

RP-6703(5/2001)

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RP-6703(5/2001)

		Date				
		Signature Title	entified above, _ (specify date) tation used to determine t roll and portion	oved assessing unit identified red on(spec ocedures and computation ι an for the assessment roll ar	I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on(specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.	I, the Clerk of the hereby certify that the adjusted base the adjusted base identified above.
			28.14995 71.85005 100.00000	28.2730 72.1642 100.4372	28.1405 71.8595 100	Homestead Non-Homestead
			Adjusted Base Proportions (Q/Sum of Q)	Current Base Proportions Adjusted for Physical & Quantity Changes (P*O)	Current Base Proportions	Class
	·		(R)	(Q)	(P)	
		Proportions	Computation of Adjusted Base Proportions			SECTION III
1.0047093 1.0042399	141,120,610 71,407,565	141,785,190 71,710,328	0 4,631,532	141,785,190 67,078,796	141,675,860 67,085,262	Homestead Non-Homestead
Class Adjustment Factor (M/N)	(Col E Base) Taxable Assessed Value on the Reference Roll	Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L)	Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment	Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/l)	Taxable Assessed Value on the Levy Roll	Class
<u></u> 0 <sup>109</sup>	(Z)	Class Adjustment Factor (M) Total Taxable	Computation of Portion Class A	( <del>K</del> )	(L)	SECTION II

**Town Of Orangetown** 

DATE: August 6, 2019

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	072419	\$ 952,155.26
	080619	\$ 611,309.22
	Total	\$ 1,563,464.48

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 Christopher Day

## TOWN OF ORANGETOWN FINANCE OFFICE MEMORANDUM

TO:THE TOWN BOARDFROM:JEFF BENCIK, DIRECTOR OF FINANCESUBJECT:AUDIT MEMODATE:08/01/2019CC:DEPARTMENT HEADS



The audit for the Town Board Meeting of 8/06/19 consists of 2 warrants for a total of \$1,563,464.48.

The first warrant had 55 vouchers for \$952,155.26 and had the following items of interest.

- 1. CANDLE Payment (p 1) -17,566.25 for 2<sup>nd</sup> half 2019
- 2. Chair, Workers Comp (p 2) 19447.23 for 2<sup>nd</sup> Qtr
- 3. CSEA Employee Benefit Fund (p 3) \$28,186.77 for CSEA dental.
- 4. NYS Dept. of Civil Service (p 4) \$757,947.58 for Healthcare benefits.
- 5. Sig Sauer (p 8) \$28,666.00 for duty weapon purchase

The second warrant had 176 vouchers for \$611,309.22 and had the following items of interest.

- 6. All Bright Electric (p 2) \$10700 for semiannual street light maintenance.
- 7. American Field Services (p 3) \$14,100.00 for Fencing at Sparkill Park.
- 8. Applied Golf (p 5) \$126,250 for Blue Hill monthly fee
- 9. Applied Golf (p 5) \$59,500.00 for Broadacres monthly fee
- 10. Beckmann Appraisals (p 9) \$15,000.00 appraisal reports
- 11. Michael Cotter (CTR Inspections) (p 14) \$7,975.00 for home inspections
- 12. Decamp Bus Line (p 15) for Camp Trip
- 13. Fanshawe Inc (p 17) \$36,242.50 for Residual Chlorine Reduction Project
- 14. Keuhne Chemical Co (p 31-32) \$5,824.86 for Sewer chemicals
- 15. Miracle Recreation Equipment Co. (p 34) \$87,826.13 for Parks playground equipment.
- 16. Munis (p 35) \$15,570.00 for Maintenance agreement.

- 17. Rockland County Solid Waste (p 43) \$9,729.52 for Dump Fees.
- 18. Slack Chemical (p 47) \$9,453.00 for Sewer chemicals.
- 19. State Comptroller (p 51) -\$41,986.00 Justice Court Fees
- 20. Tilcon (p 54) \$27,206.03 for Highway materials.

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

Jeffrey W. Bencik 845-359-5100 x2204