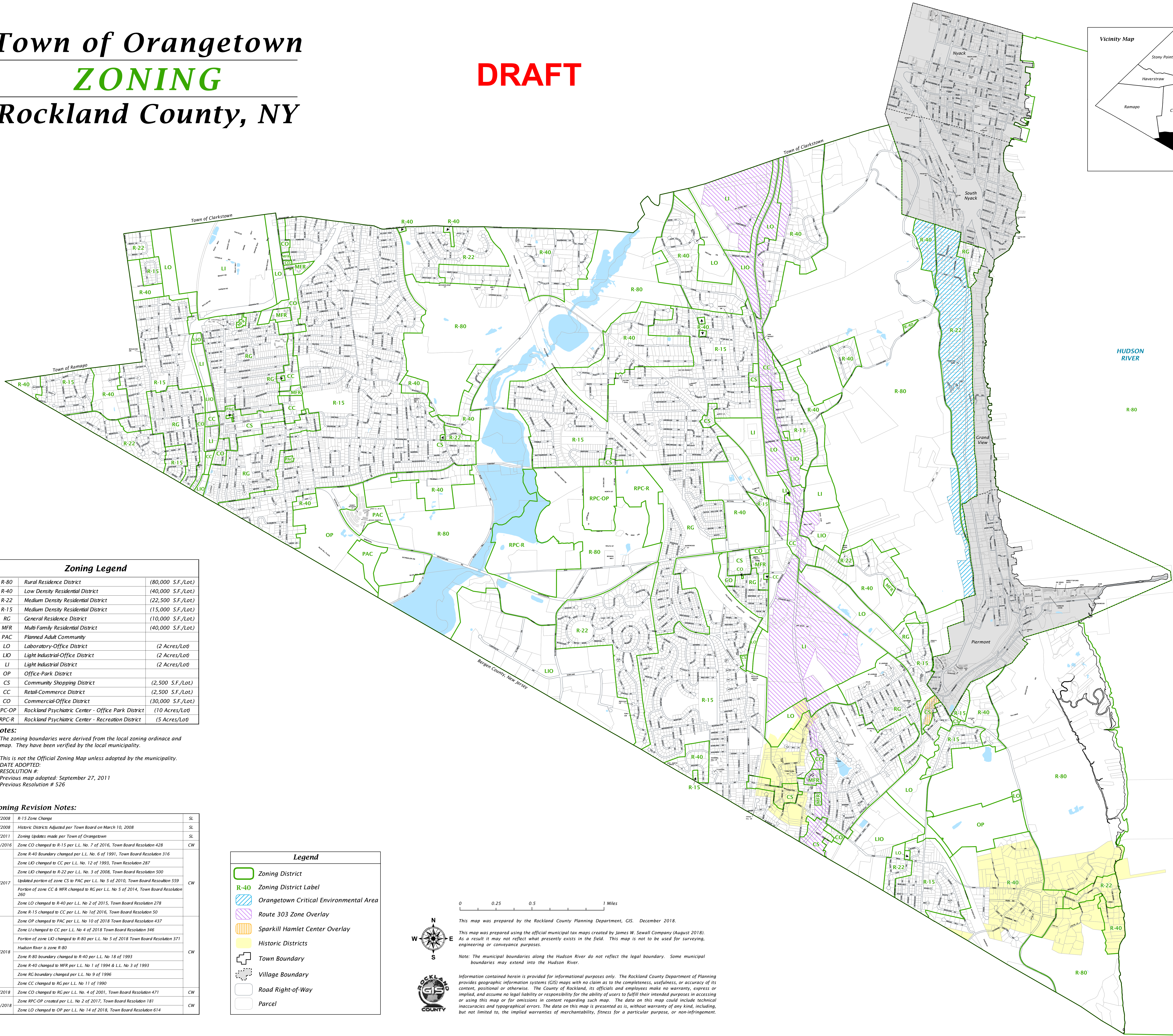
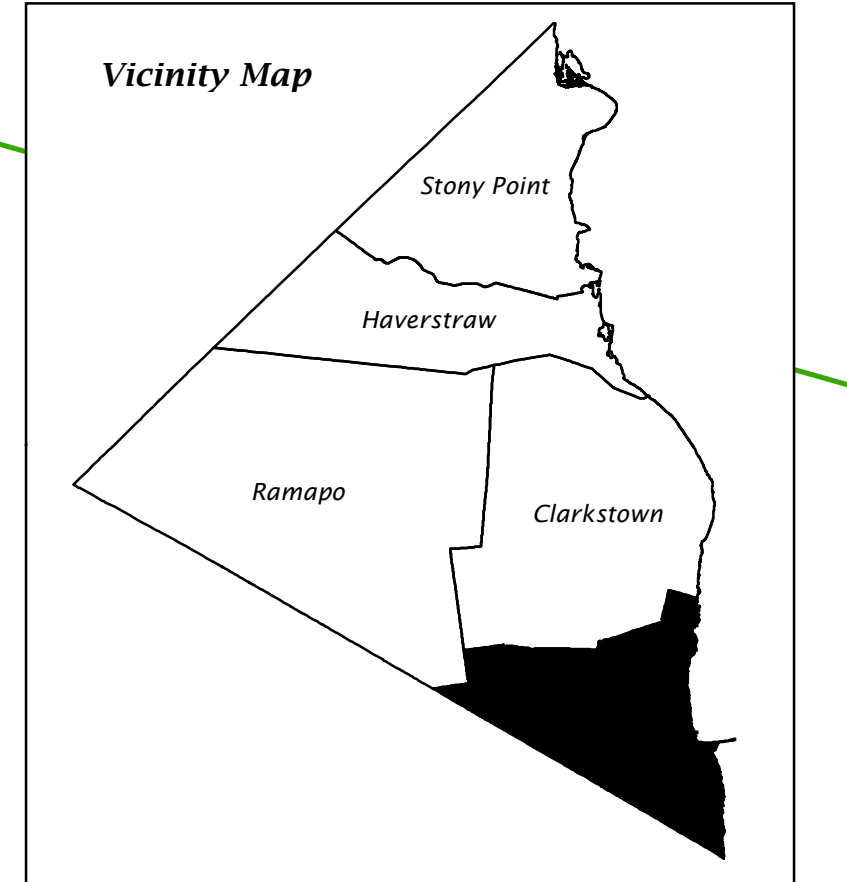


# Town of Orangetown

## ZONING

### Rockland County, NY

**DRAFT**



#### Zoning Legend

R-80	Rural Residence District	(80,000 S.F./Lot)
R-40	Low Density Residential District	(40,000 S.F./Lot)
R-22	Medium Density Residential District	(22,500 S.F./Lot)
R-15	Medium Density Residential District	(15,000 S.F./Lot)
RG	General Residence District	(10,000 S.F./Lot)
MFR	Multi-Family Residential District	(40,000 S.F./Lot)
PAC	Planned Adult Community	
LO	Laboratory-Office District	(2 Acres/Lot)
LIO	Light Industrial-Office District	(2 Acres/Lot)
LI	Light Industrial District	(2 Acres/Lot)
OP	Office-Park District	
CS	Community Shopping District	(2,500 S.F./Lot)
CC	Retail Commerce District	(2,500 S.F./Lot)
CO	Commercial-Office District	(30,000 S.F./Lot)
RPC-OP	Rockland Psychiatric Center - Office Park District	(10 Acres/Lot)
RPC-R	Rockland Psychiatric Center - Recreation District	(5 Acres/Lot)

#### Notes:

- The zoning boundaries were derived from the local zoning ordinance and map. They have been verified by the local municipality.
- This is not the Official Zoning Map unless adopted by the municipality.  
 DATE ADOPTED:  
 RESOLUTION #:  
 Previous map adopted: September 27, 2011  
 Previous Resolution # 526

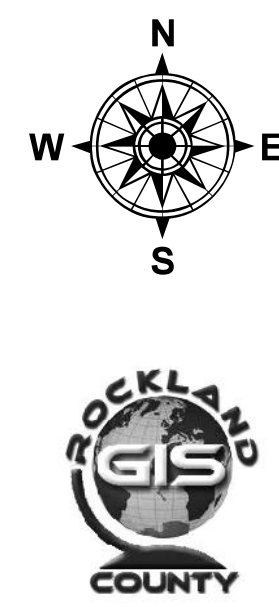
#### Zoning Revision Notes:

5/2008	R-15 Zone Change	SL
7/2008	Historic Districts Adjusted per Town Board on March 10, 2008	SL
9/2011	Zoning Updates made per Town of Orangetown	SL
10/2016	Zone CO changed to R-15 per L.L. No. 7 of 2016, Town Board Resolution 428	CW
3/2017	Zone CO changed to R-15 per L.L. No. 6 of 2016, Town Board Resolution 316	CW
	Zone LI changed to CC per L.L. No. 12 of 1993, Town Board Resolution 287	
	Zone LI changed to R-22 per L.L. No. 3 of 2008, Town Board Resolution 500	
	Updated portion of zone CS to PAC per L.L. No. 5 of 2010, Town Board Resolution 559	
	Portion of zone CC & MFR changed to RG per L.L. No. 5 of 2014, Town Board Resolution 260	
8/2018	Zone LO changed to R-40 per L.L. No. 2 of 2015, Town Board Resolution 278	CW
	Zone R-15 changed to CC per L.L. No. 1 of 2016, Town Board Resolution 50	
	Zone OP changed to PAC per L.L. No. 10 of 2018 Town Board Resolution 437	
	Zone LI changed to CC per L.L. No. 4 of 2018 Town Board Resolution 346	
	Portion of zone LI changed to R-80 per L.L. No. 5 of 2018 Town Board Resolution 371	
9/2018	Hudson River is zone R-80	CW
	Zone R-80 boundary changed to R-40 per L.L. No. 18 of 1993	
	Zone R-40 changed to MFR per L.L. No. 1 of 1994 & L.L. No. 3 of 1993	
	Zone RG boundary changed per L.L. No. 9 of 1996	
9/2018	Zone CC changed to RG per L.L. No. 4 of 2001, Town Board Resolution 471	CW
	Zone RPC-OP created per L.L. No. 2 of 2017, Town Board Resolution 181	
12/2018	Zone LO changed to OP per L.L. No. 14 of 2018, Town Board Resolution 614	CW

#### Legend

- Zoning District
- R-40 Zoning District Label
- Orangetown Critical Environmental Area
- Route 303 Zone Overlay
- Sparkill Hamlet Center Overlay
- Historic Districts
- Town Boundary
- Village Boundary
- Road Right-of-Way
- Parcel

0 0.25 0.5 1 Miles



This map was prepared by the Rockland County Planning Department, GIS, December 2018.

This map was prepared using the official municipal tax maps created by James W. Sewall Company (August 2018). As a result it may not reflect what presently exists in the field. This map is not to be used for surveying, engineering or conveyance purposes.

Note: The municipal boundaries along the Hudson River do not reflect the legal boundary. Some municipal boundaries may extend into the Hudson River.

Information contained herein is provided for informational purposes only. The Rockland County Department of Planning provides geographic information systems (GIS) maps with no claim as to the completeness, usefulness, or accuracy of its content, positional or otherwise. The County of Rockland, its officials and employees make no warranty, express or implied, and assume no legal liability or responsibility for the ability of users to fulfill their intended purposes in accessing or using this map or for omissions in content regarding such map. The data on this map could include technical inaccuracies and typographical errors. The data on this map is presented as is, without warranty of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.



# Rockland County

Ed Day, Rockland County Executive

## DEPARTMENT OF PERSONNEL

50 Sanatorium Road, Building A  
Pomona, New York 10970  
Phone: (845) 364-3737 Fax: (845) 364-3738  
Email: rcpersonnel@co.rockland.ny.us

**Lori Gruebel**  
*Commissioner*

November 16, 2018

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

Dear Mr. Day:

The enclosed Certification of Eligibles is forwarded

- at the request of \_\_\_\_\_.
- as required by the Civil Service Law and Rules.

It is for use in making  Permanent  Contingent-Permanent  Temporary appointment (s) in 1 position (s) of **Senior Records Clerk Typist (Law Enforcement)** from list **#18195 (NCP T&E)**.

- currently vacant
- provisionally filled
- newly established
- expected to be vacant
- temporarily filled
- recently classified (action to establish required before making appointment.)

Any provisional or temporary employee in the position must be among the top three eligibles willing to accept appointment in order to be given a permanent or contingent-permanent appointment. If there are fewer than three eligibles willing to accept an appointment in this title, you may appoint one of the eligibles, grant another provisional appointment to an incumbent (if not barred) or provisionally appoint another qualified individual. Civil Service Law and Rules require the provisional or temporary services of the following employee (s) to be terminated in the above title no later than the date (s) shown. Any with permanent competitive class status must be returned to his/her title (see below).

<u>Name of Employee</u>	<u>Date</u>	<u>Permanent Title</u>	<u>Further Prov. Appt. Barred</u>
Christine Banta	1.16.19	Records Clerk Typist (Law Enforcement)	No

The completed original copy of this Certification should be returned to this office as soon as practicable. Note detailed instructions attached. If an appointment is made of an individual named on the Certification, please submit a Data Change Form or Personnel Transaction Form, as appropriate, when you return the Certification.

Enclosure (s)

## CERTIFICATION OF ELIGIBLES

<p style="text-align: center;"><b>LORI GRUEBEL</b> COMMISSIONER OF PERSONNEL</p> <hr/> <p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <hr/> <p><input type="checkbox"/> Request Name of More Eligibles</p> <p><input type="checkbox"/> No Additional Names Now Required</p> <p>Appointing Authority Must Sign and Date this Form on or before 12/31/2018 and return on or before 01/30/2019</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>
<p><b>TO:</b> CHRIS DAY, SUPERVISOR</p> <p><b>Dept/Agency:</b> TOWN OF ORANGETOWN /TOWN OF ORANGETOWN</p>	<p><b>FROM:</b> Rockland County Department of Personnel 50 Sanatorium Road, Building A Pomona, NY 10970</p>

<p><b>TITLE:</b> SENIOR RECORDS CLERK TYPIST (LAW ENFORCEMENT)</p>	<p><b>LOCATION:</b> TOWN OF ORANGETOWN</p>	<p><b>EXAM NUMBER/PUBLIC NO:</b> 18195/</p>
<p><b>NUMBER OF CANDIDATES ON CERT:</b> 1</p>	<p><b>POSITIONS:</b> 1 / PERM / F</p>	<p><b>DATE OF CERTIFICATION:</b> 11/16/2018</p>

COMPLETE CURRENT PROMOTIONAL LIST.							
#	NAME AND ADDRESS	FINAL EXAM RATING	V/O CREDITS	REPORT OF ACTION	TYPE OF APPT	SALARY	EFFECT DATE
1.	BANTA, CHRISTINE M 137 VILLA RD PEARL RIVER, NY 10965 (845)201-8475 (home)	70.00	0.00 /0.00				

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

**READ CAREFULLY THE INSTRUCTIONS PROVIDED FOR USE OF THIS FORM**

\_\_\_\_\_  
Issuing Agency Signature

\_\_\_\_\_  
Appointing Authority Signature

**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

Orangetown Representative:  
R.C. Soil and Water Conservation Dist.-Chairman  
Stormwater Consortium of Rockland County  
Rockland County Water Quality Committee



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

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

November 28, 2018

Traffic Advisory Board  
26 West Orangeburg Road  
Orangetown, NY 10962

**Re: Road Condition at Curve along 40 Old Middletown Road, Pearl River**


To Whom it May Concern:

We are in receipt of your Memorandum dated November 8<sup>th</sup>, 2018 regarding the above referenced subject matter.

Please be advised we are in agreement at this time to refer this matter to a Professional Engineer to analyze additional possible solutions in order to mitigate the safety concerns at 40 Old Middletown Road.

Please feel free to contact us should you have any questions or need further information.

Very truly yours,



**James J. Dean**  
Superintendent of Highways



**Eamon Reilly, P.E.**  
Commissioner, DEME

Encl:

Cc:



## EXTENSION AND MODIFICATION OF LEASE AGREEMENT

SIGNING DATE: November \_\_\_\_, 2018

ADDRESS OF LEASE EXTENSION PROPERTIES: Property and houses are located at: 161, 163, 165, 167, 174, 176, 180 and 184 Chief Bill Harris Way (formerly Blaisdell Road), Orangeburg, Town of Orangetown, County of Rockland, and State of New York.

LANDLORD: The Town of Orangetown, a municipal corporation.

TENANT: Orangetown Volunteer Emergency Service Coalition Inc. (OVESC), a New York not-for-profit corporation (mailing address of PO Box 213, Blauvelt, NY 10913).

ORIGINAL LEASE TERM: Original lease term commenced on October 15, 2004, for a period of five (5) years; and was renewed thereafter with an Extension and Modification of Lease Agreement, dated June 1, 2011, has a term through March 14, 2016 (hereinafter 'Extension').

ORIGINAL SIGNING DATE: October 12, 2004.

**Landlord and Tenant** herein sign this Extension and Modification of Lease Agreement (hereinafter "Agreement") on the date above stated, which Agreement extends the aforesaid original Lease Agreement dated October 12, 2004 (hereinafter referred to as 'Lease'), and as modified in the 'Extension' of June 1, 2011.

The aforesaid 'Lease' and 'Extension' is hereby extended/modified as follows:

1. **Lease term:** The lease term has been extended and modified so that the new lease term is retroactive to March 15, 2016 and will run through October 31, 2023, and subject to the conditions contained in the aforesaid 'Lease' and its aforesaid 'Extension'.
2. That the rental per year as base rent for the premises will continue at the rate of \$1.00 per year.
3. That the **Tenant** will continue to be obligated to provide insurance, as mandated under the aforesaid 'Lease.'
4. That no security deposit shall be required.
5. That the **Tenant** herein renounces and the **Landlord** accepts back under its custody/possession premises all other buildings on Blaisdell Road other than those listed above as said buildings have not been used by **Tenant** due to their uninhabitable state and **Tenant** did not use/occupy/inhabit said premises during the prior lease term.

In addition, the Town of Orangetown will engage in inspection and review of buildings located at 108, 109, & 110 Chief Bill Harris Way, Orangeburg, Town of Orangetown, County of Rockland, State of New York, to determine whether same are inhabitable or pose a dangerous condition to the health, safety and welfare of the Blaisdell Road community; and if said conditions exist then the Town of Orangetown may possibly demolish said buildings.

In addition this Extension and Modification of Lease Agreement codifies that the Town of Orangetown remains committed to provide a limited stock of affordable housing to the emergency service volunteers (First Responders) who serve the Town of Orangetown and the Town Board commits that in the event the premises herein must be destroyed or are needed for any development plans as articulated in any plans for development of the Rockland Psychiatric Center property that was acquired by the Town of Orangetown, then the Town Board agrees

that it will provide reasonable notice of any action affecting the Leased Premises and concomitantly provide to the Tenant herein the equivalent or near equivalent number of housing units or 'leased housing square footage' as provided under the Lease and/or such other assistance, financial and/or vacant land in comparable value, that will permit the Tenant to fulfill its mission of providing similar and equivalent housing to emergency service volunteers (First Responders) elsewhere within the Town.

**IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this First Extension and Modification of Lease Agreement as of the \_\_\_ day of November, 2018.**

Tenant:  
**ORANGETOWN VOLUNTEER EMERGENCY SERVICES COALITION INC. (OVESC)**

Landlord:  
**TOWN OF ORANGETOWN**

\_\_\_\_\_  
**BY: DAVID SCHNITZER, Chair**

\_\_\_\_\_  
**BY: CHRIS DAY, Supervisor**

Acknowledgment taken in New York State

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

On the \_\_\_\_\_ day of November, in the year 2018, before me, the undersigned, personally appeared DAVID SCHNITZER, to me known, who being by me duly sworn did depose and say that he resides in the Hamlet of Blauvelt, Town of Orangetown; that he is the Chair of OVESC, a New York State not-for-profit corporation, described in and which executed the above instrument, and that his signature was so affixed by authority of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public, State of N. Y.

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

On the \_\_\_\_\_ day of November, in the year 2018, before me, the undersigned, personally appeared CHRIS DAY, to me known, who being by me duly sworn did depose and say that he the Supervisor of the Town of Orangetown; that upon a duly voted Resolution of the Town Board of the Town of Orangetown, he has authority to execute the above instrument, and that his signature was so affixed by authority of the Town Board of the Town of Orangetown.

\_\_\_\_\_  
Notary Public, State of N. Y.

OFFICE OF THE TOWN ATTORNEY  
**TOWN OF ORANGETOWN**  
TOWN HALL  
ORANGEBURG, NY 10962



JOHN S. EDWARDS  
TOWN ATTORNEY

TERESA M. KENNY  
FIRST DEPUTY TOWN ATTORNEY

TELEPHONE  
(845) 359-5100  
FAX  
(845) 359-2715

June 7, 2011

David Howe, Esq.  
David Howe, P. C.  
250 West Nyack Road, Suite 114  
West Nyack, NY 10994

RE: Extension and Modification Agreement  
Town of Orangetown with OVESC

Dear Mr. Howe:

In accordance with Town Board Resolution No. 153, please find enclosed herewith for filing in your office a fully executed original document referenced above.

Thank you for your cooperation.

Very truly yours,

Barbara J. Dardzinski  
Secretary Assistant - Legal

BJD  
enc.

cc: Charlotte Madigan, Town Clerk (w/duplicate original)

## EXTENSION AND MODIFICATION OF LEASE AGREEMENT

SIGNING DATE: 6-1, 2011

ADDRESS OF LEASE EXTENSION PROPERTIES: Property and houses are located at: 161, 163, 165, 167, 174, 176, 180, and 184 Blaisdell Road, Orangeburg, Town of Orangetown, County of Rockland, and State of New York.

LANDLORD: The Town of Orangetown, a municipal corporation.

TENANT: Orangetown Volunteer Emergency Service Coalition Inc. (OVESC), a New York not-for-profit corporation.

ORIGINAL LEASE TERM: Original lease term commenced on October 15, 2004, for a period of five (5) years.

ORIGINAL SIGNING DATE: October 12, 2004.

**Landlord and Tenant** herein sign this Extension and Modification of Lease Agreement (hereinafter "Agreement") on the date above stated, which Agreement extends and modifies certain specifically stated portions only of the aforesaid original Lease Agreement dated October 12, 2004 (hereinafter referred to as 'Lease'), involving **Landlord** and **Tenant** and the subject premises as stated above.

By and through this Extension and Modification of Lease Agreement, **Tenant** acknowledges having signed said 'Lease,' and that it is fully bound under each and every article and paragraph under the aforesaid 'Lease,' and that this "Agreement" herein codifies **Tenant's** and **Landlord's** obligations and extends same through and inclusive of the extended term as set forth in this "Agreement."

The aforesaid 'Lease' is hereby extended/modified as follows:

1. **Lease term:** The lease term has been extended and modified so that the new lease term is from March 15, 2011, through March 14, 2016, and subject to the conditions contained in the aforesaid 'Lease'; provided however that Paragraph 7 of the Lease Agreement being modified and extended is hereby deleted. In its place the Parties agree that although the Town of Orangetown remains committed to provide a limited stock of affordable housing to the emergency volunteers who serve the Town, in the event the premises herein must be destroyed or are needed for any development plans of the Town, the Town will provide reasonable notice (12 months notice) of its intention to terminate this Lease Agreement. Concomitantly, although not being a term or condition of the Lease herein, the Town Board reaffirms its commitment to endeavor to assist and endeavor to provide, as best as possible, affordable housing for emergency volunteers who serve the residents of the Town of Orangetown within the Town.
2. That the rental per year as base rent for the premises will continue at the rate of \$1.00 per year.
3. That the **Tenant** will continue to be obligated to provide insurance, as mandated under the aforesaid 'Lease.'
4. That no security deposit shall be required.



5. That the **Tenant** herein renounces and the **Landlord** accepts back under its custody/possession premises all other buildings on Blaisdell Road other than those listed above as said buildings have not been used by **Tenant**.

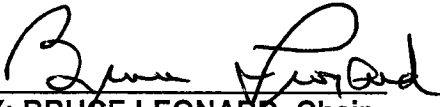
6. In the event, following an inspection by the Town Office of Building, Zoning, Planning and Enforcement, the Town determines that it is in its best interests to demolish one or more of Building Nos. 108, 109, and/or 110, then, and in that event, the Tenant may, at its sole cost and expense, install children's play equipment (as may be approved, in writing, by the Town Superintendent of Parks, Recreation and Buildings) on such lands for use by, and for the benefit of the occupants of the remaining Town owned Blaisdell Road homes, with the express understanding that, in so approving such use, the Town Board does not intend to, and does not, dedicate such lands as "park lands" or other "recreation lands" for a Town recreation purpose, burdening such parcels with such designation.

7. This lease is subject to permissive referendum.

**IN WITNESS WHEREOF**, **Landlord** and **Tenant** have executed and delivered this First Extension and Modification of Lease Agreement as of the 1st day of June 2011.


Tenant:

**ORANGETOWN VOLUNTEER EMERGENCY SERVICES COALITION INC. (OVESC)**

  
BY: **BRUCE LEONARD**, Chair

Landlord:

**TOWN OF ORANGETOWN**

  
BY: **PAUL WHALEN**, Supervisor

Acknowledgment taken in New York State

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

On the 1<sup>st</sup> day of June in the year 2011, before me, the undersigned, personally appeared BRUCE LEONARD, to me known, who being by me duly sworn did depose and say that he resides in the Hamlet of Tappan, Town of Orangetown; that he is the Chair of OVESC, a New York State not-for-profit corporation, described in and which executed the above instrument, and that his signature was so affixed by authority of the Board of Directors of said Corporation.

Beatrice Troy  
Notary Public, State of N. Y.

BEATRICE TROY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01TR6106538  
QUALIFIED IN ROCKLAND COUNTY  
COMMISSION EXPIRES MARCH 8, 2012

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

On the 31<sup>st</sup> day of May in the year 2011, before me, the undersigned, personally appeared PAUL WHALEN, to me known, who being by me duly sworn did depose and say that he the Supervisor of the Town of Orangetown; that upon a duly voted Resolution of the Town Board of the Town of Orangetown, he has authority to execute the above instrument, and that his signature was so affixed by authority of the Town Board of the Town of Orangetown.

Chas. J. Richardson  
Notary Public, State of N. Y.

CHARLES J. RICHARDSON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01RI6106425  
QUALIFIED IN ROCKLAND COUNTY  
COMMISSION EXPIRES MARCH 1, 2012

**PROPERTY LEASE**

**BETWEEN**

---

**THE TOWN OF ORANGETOWN,**

**A MUNICIPAL ENTITY,**

**LOCATED IN THE COUNTY OF ROCKLAND, STATE OF NEW  
YORK,**

**AND**

**ORANGETOWN VOLUNTEER EMERGENCY SERVICES COALITION,  
INC.**

**A NEW YORK NOT-FOR-PROFIT,**

**LOCATED IN THE TOWN OF ORANGETOWN, N.Y.**

**PREPARED BY:  
PRO BONO COUNSEL FOR OVESC  
DAVID HOWE, OF EZRA AND HOWE, P.C.  
ATTORNEYS AT LAW  
250 West Nyack Road, West Nyack, NY 10994**

FROM : TOWN OF ORANGETOWN

FAX NO. : 8453592623

Mar. 01 2005 05:00PM P3

**PROPERTY LEASE BETWEEN THE TOWN OF ORANGETOWN and ORANGETOWN VOLUNTEER EMERGENCY SERVICES COALITION, INC.**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Lease" made and entered into this 12<sup>th</sup> day of October, 2004, by and between

**THE TOWN OF ORANGETOWN**, a municipal corporation, duly created and existing under the laws of the State of New York, with offices located at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as "*Lessor*") and

**ORANGETOWN VOLUNTEER EMERGENCY SERVICES COALITION, INC.**, a New York Not-for-Profit corporation, duly created and existing under the laws of the State of New York, with offices located at P.O. Box 225, Tappan, New York 10983 (hereinafter referred to as "*Lessee*").

**WITNESSETH:**

**WHEREAS**, on December 31, 2003, the Orangetown Volunteer Emergency Services Coalition, Inc. ("OVESC") was formed as a New York Not-for-Profit Corporation by the filing of a Certificate of Incorporation with the New York State Secretary of State; and

**WHEREAS**, among the purposes for which OVESC was formed was: to provide, purchase, sell, buy, lease, rent, construct, remediate, renovate, repair, contract for, engage in agreements, borrow, lend, indenture, bond, mortgage and to otherwise be engaged in acquiring/possessing land, real property, buildings, homes, vacant land, long/short term leases as needed so as to achieve one of its primary purposes which is to provide affordable housing/accommodations/units/apartments for certified volunteer members of volunteer emergency service organizations that provide volunteer services for the geographic area encompassing, surrounding, abutting the Town of Orangetown, County of Rockland, State of N.Y.; and

**WHEREAS**, it is of great public benefit to the communities in Orangetown for there to be volunteer emergency services (fire & ambulance) in and servicing the Town of Orangetown; and

**WHEREAS**, a number of studies have determined that, without volunteer emergency services provided by volunteer fire departments and ambulance corps, the cost of providing such essential services through paid/salaried emergency service personnel

FROM : TOWN OF ORANGETOWN

FAX NO. : 8453592623

Mar. 01 2005 05:01PM P4

would place a tremendous tax burden on the residents and businesses within such communities; and

WHEREAS, the Town Board of the Town of Orangetown has determined that a lease with OVESC, which will then sublease portions of the leased premises, at affordable rents, to active volunteer emergency service workers selected in accordance with written non-discriminatory policies, guidelines and factors, will serve to encourage emergency service workers to remain active in a voluntary capacity thereby mitigating the cost of such services required to be borne by the taxpayers of the Town of Orangetown; and

WHEREAS, the Lessor is the owner of real property located in the Town of Orangetown, which property includes a number of vacant residences capable of use as affordable housing by the Town's emergency service volunteers; and

WHEREAS, General Municipal Rule § 77(1) expressly authorizes municipal entities, including the Town of Orangetown, to lease public buildings to certain volunteer organizations without expense or for only a nominal rent; and

WHEREAS, PURSUANT TO GML §77(1), the Lessor desires to lease to Lessee a number of houses located on and along Blaisdell Road, Orangeburg, New York (hereinafter referred to as the "Premises") subject to the following conditions:

NOW, THEREFORE, in consideration of the mutual promises, and other consideration, set forth herein, the parties agree as follows:

1. PREMISES.

The Lessor agrees to lease to the Lessee the property and houses located at 108, 109, 110, 132, 133, 134, 135, 136, 137, 138, & 139 Blaisdell Road, Orangeburg, Rockland County, New York. In the event houses numbered 140 and 141 become vacant during the term of this Lease, the Lessor agrees to provide written notice to Lessee, following which the Lessee shall have thirty (30) days from its receipt of such notice, in writing, within which to inform the Lessor, in writing, that it wishes to take possession of those additional units and include them as part of the Premises under this Lease. Upon receipt of such notice by the Lessor, units 140 and 141 shall, be deemed a part of the Premises covered by this Lease, subject to the terms and conditions as stated herein. If notice shall not have been received within the said 30 day period, the Lessee shall be deemed to have waived its right to lease units 140 and 141, and such units will not be considered a part of this Lease.

OVESC expressly acknowledges this Lease does not convey to nor establish in OVESC any right of ownership or title interest in the Premises, or in any building or other improvements now existing or, in the future, installed or erected thereon.

FROM : TOWN OF ORANGETOWN

FAX NO. : 8453592623

Mar. 01 2005 05:01PM P5

**2. TERM.**

The term of this Lease shall be for a period of five years, commencing on October 15, 2004, subject to the contingencies set forth herein, including, but not limited to permissive referendum. The *Lessor* specifically recognizes that there are important public policy reasons and benefits to the community as a whole for providing, or assisting in providing, affordable housing to its volunteer emergency service personnel, and for keeping the volunteers living and serving in their community. The *Lessor* and *Lessee* agree to work together to find a more long-term solution to meet the housing needs of the volunteers in the Town of Orangetown. Specifically, the *Lessor* and *Lessee* agree that, to the extent permitted by New York State Law, they will seek to renew or extend the term of the Lease at the time, or prior to, of its expiration.

**3. RENT.**

a. *Base Rent.*

The *Lessee* shall pay to the *Lessor* ONE DOLLAR (\$1) per year as Base Rent for the *Premises*.

b. *Additional rent.*

In addition to base rent, the *Lessee* shall be responsible for the payment of:

- insurance on the *Premises* as required under ¶ 20 of this lease;
- all utility services for the *Premises*, including water, sewer, gas, electricity, heat, and other services delivered to the *Premises*;
- all other services contracted for by the *Lessee*;
- any fees, costs, or expenses incurred by the *Lessor* for enforcing the *Lessee's* obligations under this Lease.

**4. SECURITY DEPOSIT.**

No security deposit shall be required.

**5. ACCEPTANCE OF OCCUPANCY.**

The *Lessee* shall commence occupancy of the *Premises* on the \_\_\_\_ day of October, 2004 (the "Commencement Date").

The *Lessee* acknowledges that the *Premises* are in need of repair and agrees to accept them in their "as is" condition, and, except as otherwise expressly provided herein, the *Lessee* covenants and agrees to make such improvements, repairs and alterations, at the

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*Lessee's* sole cost and expense, as may be necessary to render the *Premises* safe and suitable for the purpose for which they are to be used.

Thereafter, and throughout the term of this Lease, *Lessee* will be responsible for any and all repairs, which repairs if undertaken shall be completed in accordance with all applicable building codes and regulations, including but not necessarily limited to the N.Y.S. Uniform Building and Fire Prevention Code. *Provided, however,* that there shall be no enlargement of any building or structure on the *Premises* without the prior express written consent of the *Lessor*.

6. VACATING OF THE PREMISES.

The *Lessee* shall maintain the *Premises* in good condition, safe for the use and purposes for which they are intended and shall not vacate or abandon the *Premises* during the term of this Lease without providing reasonable written notice to the *Lessor*.

7. LESSOR'S RIGHT TO RELOCATE THE LESSEE DURING TERM OF THE LEASE

The Parties acknowledge that the *Lessor*, the Town of Orangetown, is engaged in a "Request for Proposal" process, in furtherance of its plans to develop portions of the lands of the Rockland Psychiatric Center (RPC) with a mix of public and private uses, and that the *Premises* are, or may be, included as a part of the lands conveyed or otherwise to be developed as a result of that RFP process.

Recognizing both the tangible and intangible benefits to the Town of Orangetown that will result from the Town being able to provide at least a limited stock of affordable housing to the emergency volunteers who serve the Town, the Town commits that, in the event the *Premises* are conveyed or otherwise developed as a result of the RFP process during the term of this Lease, or any extended term, the *Lessor* will provide to the *Lessee* the equivalent or near equivalent number of housing units as provided under this Lease on the RPC site, or elsewhere within the Town. *Provided, however,* that this provision is not intended to be, nor shall it be construed as, a covenant by the *Lessor* in favor of the *Lessee*, or any individual actually occupying the *Premises*, to extend the term of this Lease beyond the expiration date set forth herein.

Notwithstanding the aforesaid, the *Lessor* agrees that it shall not seek to relocate the *Lessee* or its subtenants from the *Premises* during the first two years of the term of this Lease, or thereafter, except upon 60 days written notice. Notwithstanding the aforesaid, houses numbered 109 and 110 shall be leased only on a month to month basis, and shall not be subject to the 2 year commitment of this paragraph.

In the event the *Lessee*, and/or any of its sub-lessees shall be required to relocate, such relocation shall be at the *Lessee's* sole cost and expense.

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**8. USE.**

The *Premises* shall be used and occupied solely as housing units for volunteer emergency service personnel who are certified members of a volunteer fire or ambulance department/association located in, and providing emergency services to, the Town of Orangetown.

The *Lessee* OVESC acknowledges that it, and not the *Lessor*, shall be responsible for the sub-tenant selection process and the criteria and guidelines to be followed and applied in that process *provided, however*, that the *Lessee* expressly covenants and agrees that such process(es), guidelines and criteria shall be in writing and shall be non-discriminatory in nature, content and application, and otherwise shall comply with all applicable federal and state laws and regulations, including but not limited to the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

A copy of such selection processes, guidelines and criteria shall be provided to the *Lessor* and maintained by the *Lessor* as a public document, available for inspection, under the N.Y.S. Freedom of Information Law. Such processes and policies shall be in place prior to the selection of, or sub-let to, any volunteer sub-lessee.

Unless there are extenuating circumstances, unique to the particular applicant, each sub-tenant, will be limited to a maximum five year term.

**9. IMPROVEMENTS ALTERATIONS AND ADDITIONS and UTILITY SERVICES.**

A) The *Lessee* shall have the right to renovate and repair the leased buildings and any auxiliary structures, provided such alterations and renovations are in accordance with all applicable state and local rules, codes, and regulations, and provided further that the *Lessee* obtains the prior written consent from the *Lessor* before making any structural renovations, alterations or repairs (or other such repairs as require the issuance of a building permit under the Town's Building Code).

B) The *Lessor* represents that, insofar as the approval process of the Town is concerned, it will review all plans and specifications for alterations and repairs presented by the *Lessee* in an expeditious manner, approving, disapproving or approving with comment such plans in as short a period as possible.

C) All improvements, alterations and repairs undertaken by the *Lessee* shall be completed in a workmanlike manner and with due diligence once commenced, and in compliance with all applicable rules, regulations, and laws of any governmental authority having jurisdiction over the subject Premises.



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D) The Town of Orangetown hereby agrees to waive all Building Department and Land Use Board fees, as may otherwise be required.

E) The Town of Orangetown will promptly provide the Lessee with all plans, surveys, or other information or documents in its possession that may be necessary to allow, or to assist, the Lessee to install the necessary utility services, or to connect the various houses situated on the Premises to such services, it being expressly understood and agreed that, with the exception of the sewer connection, the responsibility to bring all utility services to the Premises shall be that of the Lessee. The Town of Orangetown, as Lessor, agrees that it will promptly contact all appropriate utility companies and request any needed connections for the utilities to the subject units.

F) The Lessor agrees that it will be responsible to provide sewer connections to each of the houses on the Premises. If the Town, as Lessor, shall be unable to provide such sewer service prior to, or within a reasonable period following, the commencement date of this Lease, then, and in that event, OVESC, as Lessee, shall have the right, upon thirty (30) days written notice, to terminate the Lease and declare same null and void.

G) The Town of Orangetown, as Lessee, agrees to waive any performance bond that might otherwise be needed with regard to any repairs required to be made to the Premises.

H) The Lessor shall be solely responsible for removing any underground fuel tanks that may exist on the Premises, expressly reserving the right to enter upon the Premises for that purpose. Such entry and work should be conducted, to the extent possible, in a manner that minimizes interference with the Lessee's use and enjoyment of the Premises.

In the event this right is exercised by the Lessor, it agrees to restore the land and improvements, including landscaping, to its original condition.

**10. REPAIRS AND MAINTENANCE.**

The Lessee shall be responsible for all maintenance and repair of the Premises. The Lessee will repair and maintain the Premises and keep same in good and safe condition, including the electrical wiring, the plumbing, any other system or equipment on the Premises, structural members of all buildings, and other improvements on the Premises, except that Lessor shall be responsible for any necessary maintenance or repairs to the water and sewer pipes from the main to the houses.

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**11. RIGHT TO ENTER**

Throughout the term of this Lease, the *Lessor* shall have the right to enter in, into or upon the *Premises*, upon reasonable notice to the *Lessee*, to inspect same to ensure that they are being maintained and utilized for the purposes, and in accordance with the terms and conditions of this Lease.

In this regard, except in the case of an emergency, the *Lessor* agrees to provide the *Lessee* with a minimum of ten (10) days' prior written notice of such an inspection, advising the *Lessee* of the date and purpose of the inspection, and, if work is to be performed, of the nature of the work and the anticipated date of completion.

**12. CONTINGENCIES**

The Parties' obligations under this Lease are contingent upon the following:

(a) The *Lessee* obtaining all necessary approvals, if any, concerning connection of the subject *Premises* to all utilities, utility lines and utility pipes;

(b) The Town of Orangetown Building Department's issuance of any building permits necessary for the initial repair and renovation of the subject *Premises* in order to render the *Premises* safe and habitable in accordance with paragraphs 5 and 9 hereof;

(c) Compliance by the Town of Orangetown as to OVESC's due diligence inquires and exchange of all environmental records in the possession and custody of the Town of Orangetown, which is to be fully accomplished within forty-five (45) days of the signing of this Lease;

(d) The leasing of the *Premises* under this contract is subject to the permissive referendum provisions of New York State Law. In the event that a referendum is required, the *Lessor's* obligation to Lease the *Premises* to *Lessee* shall be contingent upon the outcome of that referendum.

**13. TERMINATION BY THE LESSEE**

Notwithstanding any other term or provision of this Lease to the contrary, the *Lessee* may terminate this Lease upon thirty (30) days written notice delivered to the *Lessor* in the manner hereinafter provided; *provided, however*, that such termination shall not obligate the Town of Orangetown to pay or to re-pay any grant(s) or loan(s) that the *Lessee* may have taken or obtained relating to its use and possession of the *Premises* from the County of Rockland, the Rockland Housing Action Coalition, Inc. or from any other source, public or private, and further providing that the *Lessee's termination* shall not result in any type of lien or encumbrance on the *Premises*.

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**14. TERMINATION BY THE LESSOR; DEFAULT**

If the *Lessee* shall default in complying with any of the terms, conditions and obligations of this Lease, then the *Lessor* may give a written notice to it requiring it to cure the default within ten (10) days. If the *Lessee* fails to cure the default within such ten day period, then the *Lessor* may, if it wishes, give the *Lessee* a written notice terminating this Lease as of a date not less than thirty days after the *Lessee* is given such notice.

If any of the following events occur, each such event shall constitute a default:

- a. *Lessee* is adjudicated bankrupt, or commences or institutes any case, proceeding or other action to adjudicate it insolvent;
- b. If *Lessee* shall abandon the demised premises, or a substantial portion thereof;
- c. Failure of *Lessee* to maintain insurance in accordance with paragraph 20 herein;
- d. The *Lessee*, a New York Not-for-Profit corporation, is dissolved, either voluntarily or involuntarily, by the State of New York, or, ceases to utilize the *Premises* in the manner, and for the purpose, provided herein.

**15. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES.**

If any of the leased *premises* shall be damaged by fire, the elements, unavoidable accident or other casualty, and, by reason thereof, are rendered untenable, in whole or in part, the *Lessee* shall have the option to cancel the Lease as to the specific house(s) damaged, or, at its own cost and expense, to cause the damage to be repaired and the *premises* restored to a tenable condition, it being expressly understood that the *Lessor* shall have no responsibility under this Lease to repair, restore or rebuild the *premises* in the event of a catastrophic or other casualty loss. Nor shall the *Lessor* be responsible to the *Lessee* or any subtenant of the *Lessee* for any consequential loss or damages, including but not limited to housing costs, property loss or similar such matters, that might result from any casualty loss to or at the *premises*.

**16. QUIET ENJOYMENT.**

The *Lessor* agrees that, upon its payment of the Base Rent of one (\$1.00) dollar per year, and any Additional Rent, and its faithful performance of all of the other terms, covenants and conditions of this Lease, the *Lessee* may lawfully and quietly occupy the subject *premises* during the term of this Lease without hindrance or molestation by the *Lessor* or any persons claiming under the *Lessor*.

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#### 17. MECHANICS' AND OTHER LIENS.

The *Lessee* covenants and agrees that it shall keep the *Premises* free and clear of any and all mechanics' and other liens for labor or services performed, and/or for materials used or furnished, or to be used or furnished, on the *Premises* relating to any alteration, improvement, or other repair which the *Lessee* may make or cause to be made on or relating to the *Premises*.

In this regard, the *Lessee* covenants and agrees that, upon written demand by the *Lessor*, it shall promptly pay, bond or otherwise discharge any and all claims upon which any such lien may, or could be based, and will save and hold the Town of Orangetown free and harmless from any and all losses, damages, costs or expenses, including reasonable attorneys' fees, relating to such liens and/or claims and/or other obligations relating to work performed at, or materials delivered or to be delivered to, the *Premises* for or at the request of the *Lessee*.

#### 18. TAXES AND ASSESSMENTS.

The Parties agree that, as municipally owned property, the *Premises* shall not be subject to real property "taxes", and that the *Lessee* shall not be responsible for such taxes. The term "taxes", as used in this provision of the Lease, shall be deemed to refer to typical real property taxes on the land, structures and improvements comprising the *Premises*, but shall not be deemed to include *ad valorem* special district charges as might be levied, including the following: South Orangetown Ambulance assessments; Orangeburg Fire District assessments; Paramedic Service assessments; Sewer and Sewer Use charges and assessments; solid waste charges and assessments; and green waste, hazardous waste, materials recovery and composting charges and assessments, all of which the *Lessee* shall be responsible to pay.

#### 19. ASSIGNMENT AND SUBLETTING.

The *Lessee* may not assign this Lease to any other party or entity without the express written consent of the *Lessor*. Nor may the *Lessee* sublet or otherwise rent any portion of the *Premises*, except in accordance with the terms of this Lease.

#### 20. INSURANCE.

The *Lessee* shall insure the *Premises*, including all buildings and improvements thereon, in an amount equal to the replacement cost thereof, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils.

The *Lessee* shall obtain and maintain in full force throughout the term of this Lease, general liability and property damage insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury or death to any one person; and TWO

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MILLION DOLLARS (\$2,000,000.00) for injury or death to more than one person; and ONE MILLION DOLLARS (\$1,000,000.00) for property damage, covering all claims for injuries to persons occurring on or around the *Premises* as defined in paragraph 1 of this Lease.

~~The Lessee, prior to taking possession of the Premises, shall deliver to the Lessor~~ customary insurance certifications evidencing that the required insurance is in full force and effect, with payment having been made, in advance, for a minimum period of one year. All such policies shall be placed with companies having at least a Best A rating, and shall further provide for notice by the insurance company to the Lessor of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the Lessee and the Lessor as insured parties.

**21. ENVIRONMENTAL CONDITIONS**

**A.) Hazardous Materials Defined.**

"Hazardous Materials" shall mean:

(a) any biologically or chemically active, or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCB's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances," or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. § 6010, et seq.;

(b) any chemical substance or mixture regulated under the Toxic Substance Control Act 1976, as amended, 15 U.S.c. § 2601, et seq.;

(c) any "toxic pollutant" under the Clean Water Act, 33 U.S.c. § 466, et seq., as amended;

(d) any hazardous air pollutants under the Clean Air Act, 42 U.S.C. § 7401 et seq.;

(e) hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq.; and

(f) any hazardous or toxic substances or pollutant regulated under other applicable federal, state or local statutes, ordinances, bylaws, codes, rules, or regulations relating to or concerning any hazardous, toxic or dangerous waste, substances or material.

**B.) Environmental Disclosure; No Representations**

The Lessee expressly represents and acknowledges that it is accepting the *Premises*

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in their "As Is" condition, without remediation or repair by the *Lessor*, except as otherwise expressly set forth and stated herein.

The *Lessee* represents and acknowledges that it has received from the *Lessor* Town of Orangetown copies of Phase I and Phase II environmental investigations, as well as Inspection Reports relating to each of the buildings being leased hereunder. The *Lessee* represents and acknowledges that it has reviewed the referenced reports and is familiar with their contents, including, but not limited to the existence of lead, asbestos and mold contamination within each of the buildings that comprise a part of the *Premises*.

The *Lessor* makes no statement, disclosure or representation, regarding the environmental or other condition of the *Premises*, other than as expressly set forth in the referenced reports, and, based on the contents of the referenced reports makes no representation or warranty as to the suitability of the *Premises* for any specific purpose, including but not limited to the use and purpose which the *Lessee* intends to make of the *Premises*.

The *Lessee* expressly covenants and agrees that, prior to undertaking the actual use and occupancy of the *Premises*, including the placement of any tenant or subtenant therein or thereon, it shall make such repairs, and undertake such remediation, as shall be necessary to render the *Premises* safe and habitable for human occupancy and for such other use or purpose as may be permitted under this Lease.

The *Lessor* represents that it does not have any actual knowledge of any pending environmental litigation, including response actions by the government or private parties and there are no environmental liens or super fund liens affecting the subject premises.

#### C.) Liability for Environmental Conditions

The *Lessee* covenants and agrees that, effective the Commencement Date (as stated above), at the *Lessee's* sole cost and expense, and at all times after the effective date hereof, it shall comply with all requirements governing the use, generation, storage, treatment and/or disposal of any Hazardous Materials used, if any, in connection with the *Lessee's* use of the *Premises* and that it shall defend, indemnify and hold harmless the Town of Orangetown from and against any and all liability, loss, damage and expense, including reasonable attorney fees, arising out of the *Lessee's* actual release, actual storage or actual disposal of any such Hazardous Wastes or Hazardous Substances on or under the *Premises* subsequent to the date of this Lease, and which are directly attributable to the use, occupancy and/or activities of the *Lessee* or any other person (except for the Town of Orangetown, the State of New York, their agents, invitees or employees of any of the foregoing) to whom the *Lessee* grants the right to occupy or use the *Premises*.

Unless the *Lessee* shall undertake to remediate the *Premises*, as may be necessary under sub-paragraph B hereof in order to render the *Premises* habitable and suitable for the

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use and purpose of this Lease, the *Lessee* shall not be responsible for any cleanup, remediation, fines, or penalties resulting from the presence of any Hazardous Materials on, under, or near the subject *Premises* that existed prior to the Commencement Date (see Article 2, Term); or otherwise not caused by or in relation to the *Lessee's* use of the *Premises*; and the *Lessor* shall defend, indemnify and hold harmless the *Lessee* from and against any and all liability, loss, damage and expense, including reasonable attorney fees, resulting from the presence of any Hazardous Materials on, under, or near the subject *Premises* that existed prior to the Commencement Date of this Lease.

## 22. SURRENDER OF THE PREMISES.

The *Lessee* shall surrender the *Premises*, and each house and structure thereon, to the *Lessor* upon the termination of this Lease in broom clean condition and in the same or similar condition as on the commencement date, except for normal wear and tear.

## 23. INDEMNITY.

The *Lessee* agrees to indemnify and defend the *Lessor* for liability, loss, damage, cost, or expense (including attorney fees) based on an actual claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damage, from any cause, specifically related to and directly connected to the *Lessee* and *Lessee's* leasing of the *Premises*, except for liability resulting from the intentional acts, omissions, willful conduct or negligence of the part of *Lessor* or its employees, agents or retained/hired independent contractors / consultants / experts / technical specialists.

## 24. WAIVER OF TRIAL BY JURY

The Parties hereby expressly waive the right to trial by jury, relating to any issue or dispute arising under, or relating to, this Lease or the terms and conditions hereof.

## 25. REPRESENTATIONS AND WARRANTIES.

A. *Lessee* expressly warrants to the *Lessor* that:

(i) OVESC is duly formed, validly existing and in good standing under the laws of the State of New York; and

(ii) OVESC has all of the requisite power, authority and approvals necessary to carry on its leasing of affordable housing to volunteer emergency service individuals residing in the Town of Orangetown and affiliated with a recognized Volunteer Emergency Services organization existing in the Town of Orangetown (subject to the contingencies as set forth above);

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(iii) OVESC's authority to execute, deliver and perform its obligations under this Lease and the execution, delivery and performance by it of this Lease, have been duly authorized by all necessary organization action on its part; and

(iv) the execution, delivery and performance by OVESC of this Lease does not and shall not:

(a) Violate its organization documents;

(b) Result in a breach of or constitute a default under the terms of any material agreement to which it is a party; and

(v) this Lease has been duly authorized and duly and validly executed and delivered to the Lessor by OVESC.

B. The Lessor Town of Orangetown expressly represents and warrants to the Lessee that:

(i) No court order or judgment or arbitral award or decision has been issued and is outstanding with respect to the subject property prohibiting or otherwise affecting the Lessor's right to enter into this Lease.

## 26. NOTICES.

Any notices required under this Lease shall be in writing and served either in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties as follows:

Town of Orangetown: Clerk of the Town of Orangetown, Town Hall, 26 Orangeburg Rd., Orangeburg, New York, 10962, with a copy to the Town of Orangetown Town Attorney at the same address.

OVESC: P.O. Box 225, Tappan, N.Y. 10983 with a copy to David Howe, Ezra and Howe, P.C., 250 West Nyack Road, West Nyack, NY 10994;

Or to such other addresses as the parties shall substitute by written notice.

Notices shall be effective when actually received in person, or, if by certified or registered mail, on the earlier of the date actually received as evidenced by the executed return receipt signed by, or in behalf of, the party to which notice is given, or on the third business day following the date of the first attempted delivery.



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**27. HOLDING OVER.**

If the *Lessee* does not vacate all of the *Premises* at the end of the term of this Lease, the holding over shall subject the *Lessee* to all Court costs, reasonable municipal attorney fees and other reasonably related expenses.

**28. ADDITIONAL LEGAL REQUIREMENTS:**

To the extent the within Lease provides for the conveyance of real property of a municipality, it shall be deemed to include and to incorporate any and all requirements, provisions, limitations, conditions and/or conditions precedent as may be imposed by law, relating to the sale or other conveyance of an interest in real property, regardless of whether such requirement, condition or condition precedent shall have been expressly included herein.

**29. ENTIRE AGREEMENT.**

This Lease entered into between the *Lessor* and the *Lessee*, contains the entire agreement of the parties with respect to its subject matter. This Lease may not be modified except in a written document signed by both of the parties hereto.

**30. WAIVER.**

The failure of the *Lessor* to enforce any condition of this Lease shall not constitute a waiver of its right to enforce such term or condition in the future. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

**31. MISCELLANEOUS**

**NO MODIFICATION.** Neither this Lease, nor any of the terms, covenants or conditions hereof, may be modified or amended except by an agreement, in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought.

**HEADINGS.** The headings of the Articles and Sections of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants or conditions hereof.

**COUNTERPARTS.** This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

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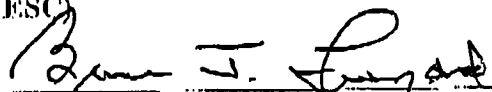
FURTHER ASSURANCES. Each Party shall promptly and duly execute and deliver such other and further assurances for and take such further action reasonably requested by the other Party, all as may be reasonably necessary to carry out the purpose of this Lease Agreement.

ESTOPPEL CERTIFICATES. Each Party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other Party, certify by written instrument duly executed and acknowledged: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease in accordance with its tenor as then constituted; (c) as to the existence of any default under this Lease; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other Party; (e) as to the commencement and expiration dates of the Term of this Lease; and (f) as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the Party requesting it and any other Person to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party executing same.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate this the 12 day of October, 2004.

Orangetown Volunteer Emergency Services Coalition, Inc.  
(OVESC)

  
BY: BRUCE LEONARD, CHAIR

TOWN OF ORANGETOWN

  
BY: THOM KLEINER, SUPERVISOR

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**ACKNOWLEDGEMENTS**

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

On the 12<sup>th</sup> day of October in the year 2004, before me, personally appeared Bruce Leonard, to me known, who, being by me duly sworn, did depose and say that he resides in Hamlet of Tappan, Town of Orangetown; that he is the Chair of OVESC, a New York State Not-for-Profit, the corporation described in and which executed the above instrument; and that his signature was so affixed by authority of the Board of Directors of said corporation.

*Teresa M. Kenny*  
NOTARY PUBLIC

TERESA M. KENNY  
Notary Public, State of New York  
No. 31-5000874  
Qualified in New York County  
Commission Expires Aug. 24, ~~19~~  
2006

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

On the 12<sup>th</sup> day of October in the year 2004, before me, personally appeared Thom Kleiner, to me known, who, being by me duly sworn, did depose and say that he is the Supervisor of the Town of Orangetown; that upon a duly voted Resolution of the Town Board of the Town of Orangetown, he has authority to execute the above instrument; and that his signature was so affixed by authority of the Town Board of the Town of Orangetown.

*Teresa M. Kenny*  
NOTARY PUBLIC

TERESA M. KENNY  
Notary Public, State of New York  
No. 31-5000874  
Qualified in New York County  
Commission Expires Aug. 24, ~~19~~  
2006

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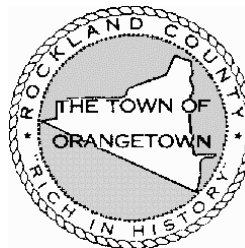
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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 12/10/18  
**CC:** DEPARTMENT HEADS



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The audit for the Town Board Meeting of 12/11/18 consists of 4 warrants for a total of \$1,427,719.01.

The first warrant had 44 vouchers for \$96,692.43 and was for utilities.

The second warrant had 1 voucher for \$30,719.95 and was for Fire Safety vehicle (bonded).

The third warrant had 1 voucher for \$71.85 and was for County Commissioner of Finance.

The fourth warrant had 234 vouchers for \$1,300,234.78 and had the following items of interest.

1. Bellavista Construction Co. (p6) - \$17,893.50 for curb and sidewalk repair.
2. Capture Point (p10) - \$8,300 for youth recreation program.
3. Capasso and Sons (p10) - \$48,564.75 for recycling.
4. Clean Waters, Inc. (p12) - \$11,100 for sewer plant repairs.
5. Dell Marketing (p14) - \$17,935.42 for IT servers.
6. General Code (p25) - \$13,915.94 for Police software.
7. Global Montello (p26) - \$14,826.32 for fuel.
8. Goosetown (p26) - \$22,705.22 for Police equipment leases.
9. Helmke (p28) - \$5,790.00 for snow removal OHA.
10. NYS Dept. of Civil Service (p40) - \$756,145.37 for CSEA healthcare.
11. Optimum Controls (p42) - \$7,942.31 for SCADA upgrades (bonded).
12. Pace University (p42) - \$20,000 for Pearl River vitalization study.
13. Rockland County Sewer District (p50) - \$17,450 for ½ fee for sewer plant study.
14. Rockland county Waste Paper LLC (p52) - \$9,583.20.

15. Schultz Ford (p58) - \$63,797.50 for Sewer vehicles (bonded).
16. Slack Chemical Co. (p59) - \$9,453 for sewer chemicals.
17. Sprague Operating Resources (p62) - \$32,703.30 for fuel.
18. State Comptroller (p65) - \$46,279 for Justice fines.
19. Virtuit Systems (p70) - \$9,963.52 for IT equipment (bonded).

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

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