

Confidential Draft Settlement Document: September 2021
8 SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----	x
API INDUSTRIES, INC. d/b/a ALUF PLASTICS,	:
	:
Petitioner/Plaintiff,	: Index No. 034875/2019
	:
- against -	:
	:
THE TOWN OF ORANGETOWN; THE ZONING	: Assigned to:
BOARD OF APPEALS OF THE TOWN OF	:
ORANGETOWN and the OFFICE OF BUILDING,	: Hon. Paul I. Marx, J.S.C.
ZONING, PLANNING, ADMINISTRATION, AND	:
ENFORCEMENT OF THE TOWN OF	:
ORANGETOWN	:
	:
Respondents/Defendants.	:
	:
-----	x

SO-ORDERED STIPULATION OF SETTLEMENT

WHEREAS, Petitioner/Plaintiff API Industries, Inc. d/b/a ALUF Plastics (“ALUF”) occupies premises located at 2 Glenshaw Street, Orangeburg, Town of Orangetown, New York (“ALUF Facility”) where it manufactures sanitary bags, medical gowns and other plastic products;

WHEREAS, ALUF submitted an application to Defendant/Respondent Zoning Board of Appeals of the Town of Orangetown (“ZBA”) seeking a determination of conformance with the provisions of §4.1 of Chapter 43 (Zoning) of the Code of the Town of Orangetown (§4.1 entitled “Performance Standards”) for the cumulative operations and equipment being employed at the ALUF Facility and additional air quality controls in accordance with requirements of the New York State Department of Environmental Conservation (“NYSDEC”);

WHEREAS, on May 11, 2017, the ZBA issued a performance standard approval under the then applicable provisions of §4.1 of the Orangetown Town Code authorizing, among other things, ALUF’s installation of ventilation system upgrades (“Ventilation System Upgrade”) to

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improve air quality within and exhausted from the ALUF Facility (under ZBA Case No. # 17-31) (“May 11, 2017 ZBA Decision”);

WHEREAS, prior to June 14, 2017, the New York State Department of Environmental Conservation (“NYSDEC”) approved the installation of the Ventilation System Upgrade at the ALUF Facility;

WHEREAS, on June 14, 2017, Respondent/Defendant Office of Building, Zoning, Planning, Administration, and Enforcement of the Town of Orangetown (“OZBPAE”) issued ALUF a building permit for the Ventilation System Upgrade, which Building Permit was issued pursuant to the May 11, 2017 ZBA Decision;

WHEREAS, ALUF proceeded to install the Ventilation System Upgrade in accordance with the plans and specifications approved by the ZBA and OZPBAE and as approved by NYSDEC;

WHEREAS, OBZPAE did not close out the building permit after installation of the Ventilation System Upgrade due to OBZPAE’s determination that the installation did not comply with the conditions of the Building Permit, thereby resulting in ALUF not being issued a certificate of occupancy by OBZPAE for these building improvements;

WHEREAS, on June 19, 2019, the ZBA, following a public hearing, rescinded and revoked the May 11, 2017 ZBA Decision and related building permit for the Ventilation System Upgrade (“Performance Standards Revocation”), which was based upon provisions of §4.1 of the Orangetown Town Code that had been amended in July 2018 (subsequent to the May 11, 2017 ZBA Decision);

;

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WHEREAS, on August 26, 2019, ALUF commenced this hybrid proceeding through a Verified Petition and Complaint (amended November 13, 2019), seeking, inter alia, a judgment annulling the Performance Standards Revocation and granting such further relief as set forth therein;

WHEREAS, on October 31, 2019, the Justice Court of the Town of Orangetown (“Town Justice Court”) entered a Decision, Order and Verdict in a proceeding entitled *People of the State of New York v. API Industries, Inc.*, (Case Nos. 19040243, 19040237, 19040373, 19040613 and 19040620) (“Justice Court Proceeding”), which found ALUF guilty of violating the then applicable odor performance standards set forth in the then §4.182 of the Orangetown Town Code;

WHEREAS, on November 26, 2019, the Town Justice Court held a sentencing hearing and assessed a \$75,000 fine against ALUF (“Sentence”);

WHEREAS, ALUF has appealed the Decision, Order and Verdict and the Sentence to the Supreme Court, Appellate Term;

WHEREAS, in accordance with the Decision, Order and Verdict, and the Sentence, entered in the Justice Court Proceeding, ALUF tendered the sum of \$75,000 to the Town Justice Court, where it remains on deposit;

WHEREAS, on June 12, 2020, ALUF filed an action in the United States District Court for the Southern District of New York against the Town of Orangetown, the Town Board for the Town of Orangetown, Teresa Kenny in her official capacity as the current Town Supervisor, and Christopher Day in his official capacity as the former Town Supervisor, challenging the constitutionality of the Town’s odor performance standards on its face and as applied to ALUF,

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API Industries, Inc. d/b/a ALUF Plastics v. Town of Orangetown, Civ. No. 20-cv-4533

(S.D.N.Y.) (“Federal Action”);

WHEREAS, on July 13, 2021, the Town Board of the Town of Orangetown enacted Local Law No. 6-2021, which amended provisions in the Orangetown Town Code pertaining to the regulation, administration, enforcement, and issuance of building permits and certificates of occupancy relating to the performance standards, as well as modified the Orangetown Town Code’s substantive odor performance standards (set forth, in part, in §4.182 of the Orangetown Town Code) to replace the prior performance standards for odor and establish a new objective performance standard for odor in line with standards relevant to assessing nuisance-level impacts;

WHEREAS, pursuant to the zoning amendments contained in Local Law No. 6-2021, the Town of Orangetown established the Industrial Use Committee (“IUC”), which is now responsible for the issuance of performance standards approvals;

WHEREAS, with a new odor performance standard in place, ALUF has agreed as part of this settlement to install additional improvements to address the air quality of emissions from the ALUF Facility, in the form of a Strobic Air Exhaust System (“Strobic Air System”), at an estimated cost of \$225,000.00 to ALUF, excluding soft costs, subject to review and approval by the Town under the current Town guidelines and requirements;

WHEREAS, all parties have conferred, and desire to bring this proceeding, the Justice Court Proceeding, and the Federal Court Action to a voluntary resolution and have thus reached an agreement to settle each of these matters on terms and conditions that will comport with current provisions of the Orangetown Town Code.

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NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

A. Ventilation System Upgrade

1. The Performance Standards Revocation is hereby annulled and set aside.
2. OZBPAE shall issue a temporary certificate of occupancy (“TCO”) for the Ventilation System Upgrade, as originally approved on May 11, 2017 (under ZBA Case No. 17-31) on or before October __, 2021. The TCO shall be conditioned upon ALUF’s adherence to the commitments set forth in this Stipulation of Settlement.
3. Respondents/Defendants shall refrain from undertaking any civil or criminal enforcement action pertaining to the prior installation of, or approval for, the Ventilation System Upgrade, provided ALUF adheres to the commitments set forth in this Stipulation of Settlement. ALUF shall otherwise adhere to the relevant provisions of the Orangetown Town Code.

B. Strobic Air System

1. ALUF shall file an application with the IUC for a performance standards approval pursuant to the applicable provisions of §4.1 of the Orangetown Town Code, which application shall encompass the Strobic Air System (in tandem with the Ventilation System Upgrade) on or before October __, 2021.
2. All permit fees associated with this application shall be waived by the Town of Orangetown. ALUF shall be responsible for the payment of professional consultant fees incurred by the Town, up to a total

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\$3,500.00, pursuant to Chapter 14 of the Orangetown Town Code in connection with the IUC's review of ALUF's application for the Strobic Air System.

3. ALUF shall diligently respond to reasonable requests of the IUC for further information or additional documentation related to the IUC application. Responses by ALUF shall be submitted within 30 days of the request unless an extension of such time period is mutually agreed upon in writing by the IUC Chairperson and ALUF. Nothing in this ¶B(3) shall be deemed or interpreted to limit or restrict the powers and authority of the IUC, or its Chairperson, as prescribed in Orangetown Town Code §4.121(c)(i).
4. ALUF shall diligently seek any required approvals from NYSDEC to install the Strobic Air System while its application to IUC is pending.
5. Subject to receipt of any necessary NYSDEC approval, ALUF shall promptly commence installation of the Strobic Air System no later than ninety (90) days after the issuance of a building permit based upon a performance standards approval by the IUC, unless an extension of such time period is mutually agreed upon in writing by the parties, which extension shall not be unreasonably withheld. ALUF shall keep the IUC informed of its progress in securing NYSDEC approval prior to commencement of installation.
6. ALUF shall submit application for a final certificate of occupancy (for the Ventilation System Upgrade and the Strobic Air System) following completion of installation of the Strobic Air System. Such application

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shall be submitted no later than [X] months after the commencement of the installation of the Strobic Air Exhaust System, unless an extension of such time period is mutually agreed upon in writing by the parties, which extension shall not be unreasonably withheld.

7. In recognition of the commitment by ALUF as set forth herein to install a Strobic Air System, the Town of Orangetown shall consent to a re-sentencing of ALUF on the Justice Court Proceeding as set forth more fully below.
8. ALUF shall apply to the Town Justice Court for re-sentencing on the basis of and in recognition of constitutional challenges to the Sentence, including proportionality, and in recognition of ALUF's commitment to incur the costs of installing the Strobic Air System, the Town of Orangetown will consent to the re-sentencing based upon the following: Conditioned upon ALUF's commitment to obtain a Certificate of Occupancy for the Strobic Air System (and Ventilation System Upgrade), in accordance with the terms of this agreement, the fine of \$75,000.00 shall be reduced to \$0.00, with the understanding that ALUF shall transmit to the Town the sum \$75,000.00 to be held in escrow to ensure completion of the Strobic Air System as provided herein and in accordance with the Civil Compromise on additional cases against ALUF currently pending before the Town Justice Court (Nos. 19040243, 19040237, 19040385, 19040373, 19040613, 19040620).
9. Upon ALUF's issuance of a building permit for the Strobic Air System based upon a performance standards approval by the IUC pursuant to the applicable provisions of §4.1 of the Orangetown Town Code, the Town shall

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return \$37,500.00 of the escrowed funds to ALUF. Upon issuance of a Certificate of Occupancy for the Strobic Air System (and Ventilation System Upgrade) and a request therefore, the Town shall return the balance of the \$37,500.00 referenced above to ALUF in recognition of its efforts to install the Strobic Air System and discontinuance of this and all other actions as against the Town, including a release of the Defendants/Respondents herein.

C. *Miscellaneous*

1. *No admission.* This Stipulation of Settlement, which is the product of arms-length negotiations, is a compromise and settlement of any and all disputed claims and defenses concerning the subject matter thereof. This stipulation of settlement is entered into without prejudice or precedential value. This stipulation of settlement and the parties' consent to enter into it are not intended to, and do not constitute, any admission or evidence of any liability or fault whatsoever, and shall not be construed as an admission or concession of any liability or wrongdoing by either party in any arbitration, court, or other proceeding, other than to enforce the terms of this stipulation of settlement.
2. *Entire Agreement.* This Stipulation of Settlement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous proposals and agreements, oral or written, and all other communications or understandings between the parties relating to the subject matter hereof.

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3. *Costs*. Each party to this action and proceeding shall bear its own costs.
4. All parties acknowledge and agree that each fully understands the terms of this Stipulation of Settlement and each and every provision thereof, and have had the opportunity to discuss the terms of this Stipulation of Settlement with their respective counsel. All parties acknowledge and agree that upon execution of this Stipulation of Settlement, and approval by the Court, this Stipulation of Settlement shall become a final, non-appealable Order of this Court.
5. Simultaneously with the execution of this Stipulation, the parties agree to execute and exchange General Releases, which will exclude from the terms, any obligation or commitments undertaken by the parties included in this Stipulation of Settlement and/or the Civil Compromise to be filed with the Town Justice Court.
5. This Stipulation of Settlement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single stipulation. PDF and electronic signatures shall be deemed to be original signatures and shall be binding upon the parties.
6. The instant proceeding shall be deemed discontinued, subject to paragraph 7 below regarding enforcement of the terms as set forth herein.
7. The court shall retain continuing jurisdiction over the enforcement of the terms set forth in this Stipulation of Settlement until such time as the Town issues a Certificate of Occupancy or similar document (for the Strobic Air System and Ventilation System Upgrade), which shall not be

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unreasonably withheld, at which time the proceeding shall be dismissed
with prejudice.

Dated: September [], 2021

BEVERIDGE & DIAMOND, P.C.

KEANE & BEANE, P.C.

By: _____

By: _____

Michael Murphy
477 Madison Avenue
15th Floor
New York, New York 10022

Judson Siebert
445 Hamilton Avenue
Suite 1500
White Plains, New York
10601

Attorneys for Plaintiff

Attorneys for Defendants

So Ordered:

HON. PAUL I. MARX, J.S.C.

Brand/Model	Serial #
HP ProLiant G5	2UX993073F
HP ProLiant G55	2UX824012B
HP ProLiant G5	2UX822038H
HP ProLiant G5	2UX93302D6
HP ProLiant G6	2UX9390TVA
HP ProLiant G6	LTYD10A86240JH
HP ProLiant G7	1WCR10A862HOLC

T/C COPY



architects + engineers

538 Broad Hollow Road | 4th Floor East
Melville, NY 11747

tel 631.756.8000

fax 631.694.4122

September 5, 2021

Town of Orangetown
Town Board
20 Greenbush Road
Orangeburg, NY 10962

**RE: Dominican College Athletic Complex Synthetic Turf Field
470 Western Highway, Orangeburg, NY 10962
Request for Watercourse Diversion Permit
Descriptive Project Narrative
H2M Project: LTGR2001**

To Whom It May Concern:

Dominican College, located at 470 Western Highway, Orangeburg, NY, is proposing to replace an existing grass athletic field with a new synthetic turf multi-use athletic field and six lane running track. The project scope also includes the erection of non-elevated angle frame bleachers (Approximately 270 seats) on reinforced concrete slab, a new press box, a new modular block wall below bleachers with fencing above, a new scoreboard and associated concrete and asphalt walkways. The concrete walkway will be ADA compliant. The site will be graded to balance cut and fill. Areas to be disturbed will be restored with topsoil and seed after construction.

The new field will include an underdrain system that will limit peak runoff from a 100 year storm to pre-construction rates. Temporary sediment and erosion control measures will be installed prior to construction including silt fences, inlet protection, and a stabilized construction entrance. As part of these improvements, we are proposing to relocate an existing drainage swale, including a portion that will be channeled through a 5' wide open bottom box culvert. To construct these improvements, we are requesting a watercourse diversion permit from the Town. We have provided the \$100 application fee and three sets of engineering plans for your review.

Please feel free to contact me at our office (631-756-8000 ext. 1312) if you have questions about the narrative or require additional information.

Very truly yours,

H2M architects + engineers

Matthew R. Mohlin, P.E.
Vice President
Department Manager-Civil Engineering

cc: Dominican College: A. Cipolla, J Corless, J Burke, Brian Quinn
LandTek: J Sulinski, S Kuzmiskas
H2M File, S Belfiore, R. Wildermuth, J Tomkins

X:\LTGR (Landtek Group)\LTGR2001\02-Permitting\Town of Orangetown\21-0826 watercourse diversion\watercourse diversion narrative.docx

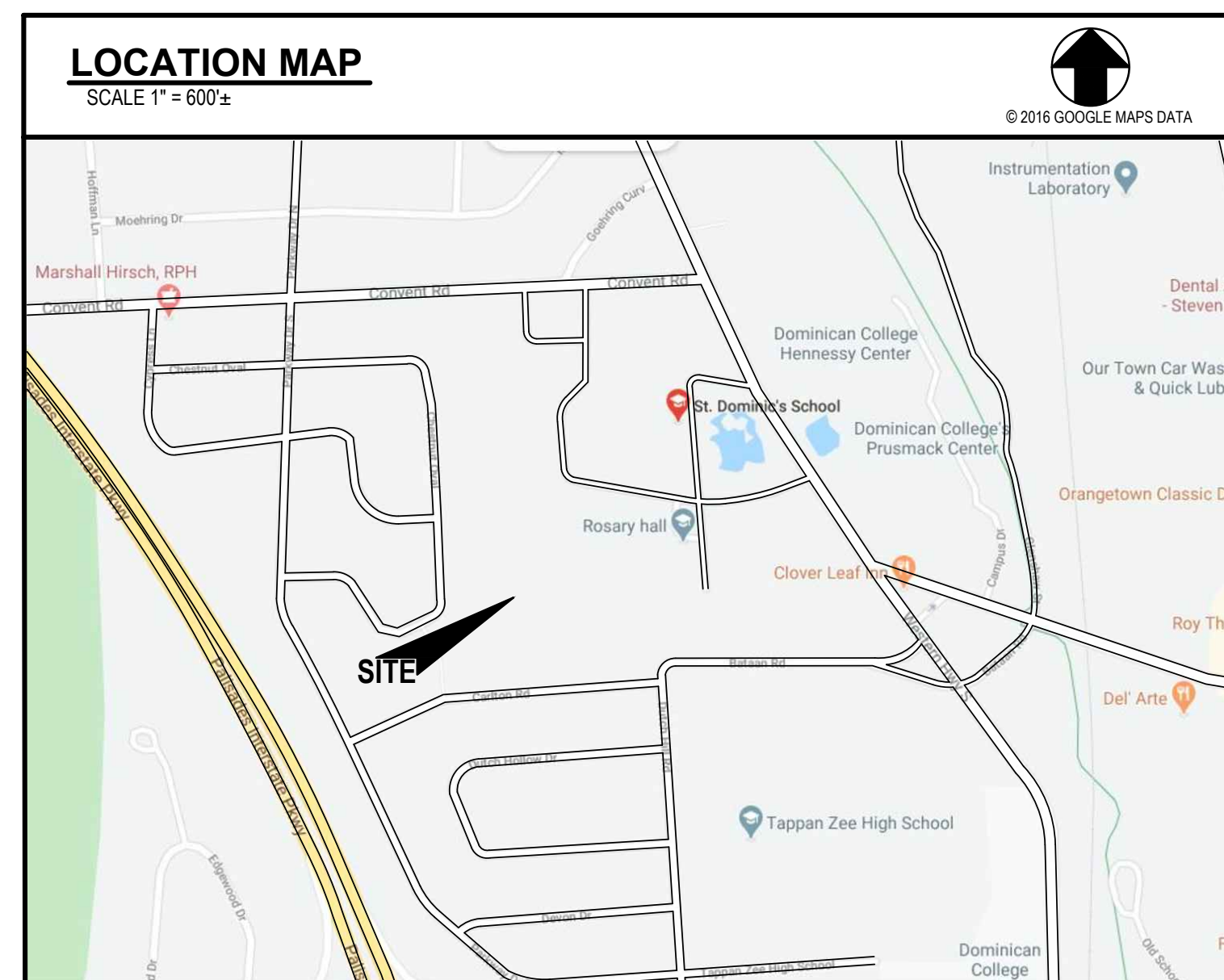
DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD

470 WESTERN HIGHWAY, ORANGEBURG, NY 10962

H2M PROJECT NO. LTGR 2001

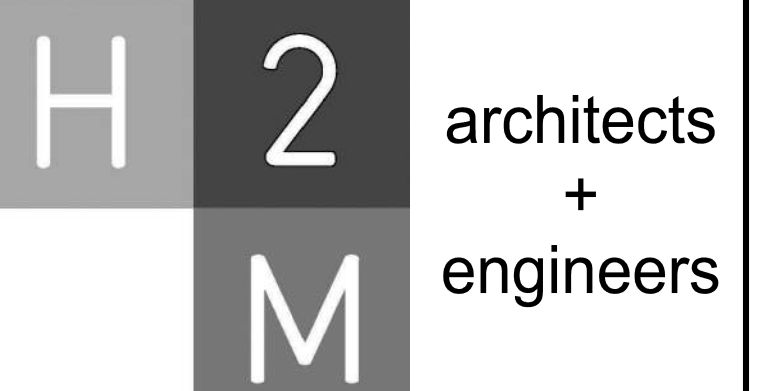
July 26, 2021



DRAWING LIST

CIVIL DRAWINGS:

- G0.0 COVER SHEET
- C1.0 EXISTING CONDITIONS AND REMOVALS PLAN
- C1.1 TREE REMOVAL PLAN
- C1.2 TREE REMOVAL LIST
- C2.0 DIMENSIONAL SITE PLAN
- C3.0 GRADING AND DRAINAGE PLAN
- C3.1 CULVERT SECTIONS
- C4.0 LANDSCAPE PLAN
- C5.0 EROSION AND SEDIMENT CONTROL PLAN
- C6.0 SITE DETAILS
- C7.0 BLEACHER SITE PLAN, SECTION, AND ELEVATIONS



538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
631.756.8000 www.h2m.com



DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED BY
MRM	JMT	MRM	

PROJECT No. LTGR 2001 DATE: JUL. 26, 2021 SCALE: AS SHOWN

DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD

470 WESTERN HIGHWAY, ORANGEBURG, NY 10962

SEC. 7.06, BLOCK 3, P/O LOTS 1.1 & 1.3

STATUS: **NOT FOR CONSTRUCTION**

DRAWING No. **G0.0**

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 501-542.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 543-584.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 585-626.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 627-668.

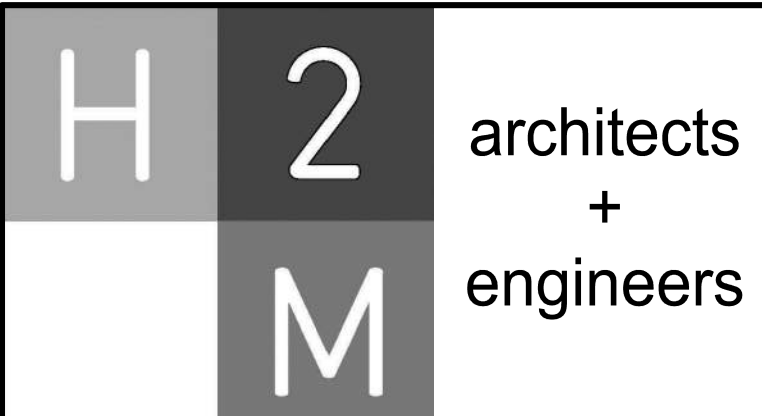
FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 669-945.

FIELD_INVENTORY

Table with columns: PROJ NAME, PROJ #, TREE #, COMMON NAME, D.B.H. (INCHES), COMMENTS, SHADE INDICATES TREE TO BE REMOVED. Lists trees 946-948.

FIELD_INVENTORY



538 Broad Hollow Road, 4th Floor East Melville, NY 11747 631.756.8000 • www.h2m.com



Table with columns: MARK, DATE, DESCRIPTION. Empty table for field notes.



DESIGNED BY: MRM DRAWN BY: JMT CHECKED BY: REVIEWED BY: PROJECT NO: LGTR 2001 DATE: JULY 26, 2021 SCALE: AS SHOWN

CLIENT: DOMINICAN COLLEGE ATHLETIC COMPLEX SYNTHETIC TURF FIELD 470 WESTERN HIGHWAY ORANBURG, NEW YORK 10962 SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

CONTRACT: ALL CONTRACTS

STATUS: REGULATORY REVIEW

SHEET TITLE: TREE REMOVAL LIST

DRAWING No. C1.2

Federal Tax ID # 13-6007311

INTERMUNICIPAL AGREEMENT

TOWN OF ORANGETOWN

Reimbursement of Law Enforcement Overtime
For Counterterrorism Training

THIS AGREEMENT made the _____ day of _____, 2021, 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 the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at Town Hall, 26 Dutchhill Road, Orangeburg, NY 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a disbursement of grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement, and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in in **Resolution No. 425 of 2021** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

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

1. **SERVICES:** The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services rendered and performed by the **MUNICIPALITY** under this agreement shall commence **September 1, 2018** and terminate **August 31, 2019**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY-TWO THOUSAND ONE HUNDRED NINETY-SEVEN AND 00/100 (\$32,197.00) DOLLARS**. **MUNICIPALITY** agrees that the aforesaid **THIRTY-TWO THOUSAND ONE HUNDRED NINETY-SEVEN AND 00/100 (\$32,197.00) DOLLARS** shall be solely and exclusively used for the purpose of reimbursement of law enforcement overtime related to Counterterrorism training.
- 4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers,

employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget. The **COUNTY** agrees that it shall not direct the police officers assigned to the Rockland County Narcotics Task Force to work any overtime hours in excess of the amount budgeted by the **MUNICIPALITY** without the prior consent of the **MUNICIPALITY**.

6. NO ASSIGNMENT: The **MUNICIPALITY** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

7. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

8. LABOR LAW AND EXECUTIVE LAW: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

9. LOCAL LAWS AND RESOLUTIONS: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

10. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The **MUNICIPALITY** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**. In the event of early termination, the **COUNTY** agrees to pay the **MUNICIPALITY** for work performed up to the date of termination, subject to the not to exceed amount set forth in Paragraph 3 of this agreement.

12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. ENTIRE AGREEMENT/NO MODIFICATION: 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.

14. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

15. RECORD KEEPING AND AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to Contractor unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

This space intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE SHERIFF

By: _____
LOUIS FALCO III
Sheriff

Dated: _____

TOWN OF ORANGETOWN

By: _____
D. BUTTERWORTH
Chief, Orangetown Police Dept.

Dated: _____

DEPARTMENT OF LAW
Approved for signature of
County Executive

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

2021-02676

Date	Officer	Regular Pay Rate	OT Pay Rate	OT Hours	Total	Reason
09/11/18	PO Megdanis	\$45.32	\$67.98	8	\$543.84	REACT
09/11/18	PO Brockway	\$63.45	\$95.18	8	\$761.40	Backfill 4x12 (Baisley)
09/12/18	PO Megdanis	\$45.32	\$67.98	8	\$543.84	REACT
09/12/18	PO Spoelstra	\$67.26	\$100.89	8	\$807.12	Backfill 8x4 (Heim)
09/12/18	PO M. Ryan	\$69.25	\$103.88	8	\$831.00	Backfill 4x12 (Baisley)
09/12/18	PO Wanamaker	\$68.79	\$103.19	8	\$825.48	Backfill 4x12 (Hollhan)
09/22/18	PO Baisley	\$63.36	\$95.04	4	\$380.16	REACT
09/22/18	PO Vergine	\$63.17	\$94.76	7	\$663.29	REACT
09/22/18	PO M. Sullivan	\$63.26	\$94.89	7	\$664.23	REACT
10/01/18	PO Megdanis	\$45.32	\$67.98	1.75	\$118.97	SWAT Operator Course
10/02/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/03/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/04/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/05/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/08/18	PO Megdanis	\$45.32	\$67.98	2.25	\$152.96	SWAT Operator Course
10/08/18	PO O'Connor	\$67.16	\$100.74	8	\$805.92	Backfill 8x4 (Megdanis)
10/09/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/10/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/11/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/12/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/15/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/16/18	PO Megdanis	\$45.32	\$67.98	1.75	\$118.97	SWAT Operator Course
10/17/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/18/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/18/18	PO M. Ryan	\$69.25	\$103.88	8	\$831.00	Backfill 8x4 (Baisley)
10/18/18	PO R. Hollhan	\$63.36	\$95.04	8	\$760.32	CNT
10/19/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/22/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/23/18	PO Vergine	\$63.17	\$94.76	4	\$379.02	REACT
10/23/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
10/24/18	PO Megdanis	\$45.32	\$67.98	3.5	\$237.93	SWAT Operator Course
10/25/18	PO Megdanis	\$45.32	\$67.98	2	\$135.96	SWAT Operator Course
11/06/18	PO Heim	\$62.54	\$93.81	8	\$750.48	CNT

11/06/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
11/13/18	PO Capezuto	\$37.94	\$56.94	8	\$455.28	Backfill 4x12 (Megdanis)
11/13/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
11/14/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
12/10/18	PO M. Sullivan	\$63.26	\$94.89	4	\$379.56	REACT
12/11/18	PO Megdanis	\$61.58	\$92.37	8	\$738.96	REACT
12/12/18	PO Baisley	\$63.36	\$95.04	8	\$760.32	REACT
12/28/18	Sgt Acheson	\$72.69	\$109.04	8	\$872.28	Backfill 4x12 (Hutmacher)
01/08/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
01/08/19	PO T. Drain	\$65.52	\$98.28	8	\$786.24	Backfill 4x12 (Baisley)
01/09/19	PO Fisher	\$41.22	\$61.83	8	\$494.64	Backfill 8x4 (Heim)
01/09/19	PO Capezuto	\$38.89	\$58.34	8	\$466.68	Backfill 4x12 (Baisley)
02/12/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
02/13/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
02/13/19	PO R. Hollihan	\$64.99	\$97.49	8	\$779.88	CNT
02/13/19	PO Spoelstra	\$69.00	\$103.50	8	\$828.00	Backfill 4x12 (Heim)
02/28/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT Sniper
03/12/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
03/13/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
03/13/19	PO Heim	\$64.18	\$96.27	8	\$770.16	CNT
03/13/19	PO Ayers	\$68.89	\$103.34	8	\$826.68	Backfill 4x12 (Hollihan)
03/14/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
03/18/19	PO M. Sullivan	\$64.90	\$97.35	4	\$389.40	REACT
04/01/19	PO M. Sullivan	\$64.90	\$97.35	4	\$389.40	REACT
04/16/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
04/16/19	PO Ambrose	\$41.22	\$61.83	8	\$494.64	Backfill 8x4 (Baisley)
04/17/19	PO Warren	\$64.18	\$96.27	8	\$770.16	REACT
05/07/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
05/07/19	PO Silva	\$65.52	\$98.28	8	\$786.24	Backfill 4x12 (Baisley)
05/08/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
05/08/19	PO Wanamaker	\$70.52	\$105.78	8	\$846.24	Backfill (Baisley)
05/23/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
06/21/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
06/25/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT

06/25/19	PO Warren	\$64.18	\$96.27	8	\$770.16	REACT
06/26/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
06/26/19	PO Heim	\$64.18	\$96.27	8	\$770.16	CNT
06/26/19	PO Ayers	\$68.89	\$103.34	8	\$826.68	Backfill 4x12 (Holihan)
07/02/19	PO M. Sullivan	\$64.90	\$97.35	8	\$778.80	REACT
07/02/19	PO Warren	\$64.18	\$96.27	8	\$770.16	REACT
07/03/19	PO Casey	\$64.08	\$96.12	8	\$768.96	Backfill 4x12 (Warren)
07/03/19	PO Baisley	\$64.99	\$97.49	8	\$779.88	REACT
07/10/19	Lt Mellin	\$87.23	\$130.85	4	\$523.38	REACT
08/07/19	Lt Mellin	\$87.23	\$130.85	4	\$523.38	REACT
08/08/19	PO M. Sullivan	\$64.90	\$97.35	8	\$778.80	REACT
08/20/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
08/20/19	PO O'Connor	\$68.89	\$103.34	8	\$826.68	Backfill 4x12 (Warren)
08/21/19	PO O'Connor	\$68.89	\$103.34	4	\$413.34	REACT
08/21/19	Sgt Hutmacher	\$74.99	\$112.49	8	\$899.88	REACT
08/21/19	PO R. Holihan	\$64.99	\$97.49	8	\$779.88	CNT
08/21/19	PO Brockway	\$65.09	\$97.64	8	\$781.08	Backfill 8x4 (Heim)
08/21/19	PO Wanamaker	\$70.52	\$105.78	8	\$846.24	Backfill 4x12 (Warren)

TOTAL \$50,946.69

Introduced by:

Referral No. 9361
September 9, 2021

- Hon. Harriet D. Cornell, Sponsor
- Hon. Aney Paul, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. James J. Foley, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Michael M. Grant, Sponsor
- Hon. Jay Hood, Jr., Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Lon M. Hofstein, Sponsor

RESOLUTION NO. 425 OF 2021
AUTHORIZING INTERMUNICIPAL COOPERATION AGREEMENTS
BETWEEN THE COUNTY OF ROCKLAND AND THE TOWN OF CLARKSTOWN (\$43,325),
TOWN OF ORANGETOWN (\$32,197), TOWN OF STONY POINT (\$1,381), VILLAGE OF SPRING
VALLEY (\$12,369), TOWN OF HAVERSTRAW (\$41,326), VILLAGE OF SOUTH NYACK (\$6,292),
FOR PARTIAL REIMBURSEMENT OF OVERTIME COSTS INCURRED
FROM THE PERIOD FROM SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019
IN COUNTER TERRORISM TRAINING PURSUANT TO THE 2018 SHSP/LETPP
HOMELAND SECURITY GRANT PROGRAMS AND AUTHORIZING THE EXECUTION
OF THESE AGREEMENTS BY THE COUNTY EXECUTIVE
[SHERIFF'S DEPARTMENT]
(\$136,890)

GRANT/CORNELL: UNAN.

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

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

WHEREAS, The Sheriff of Rockland County is recommending that the County enter into separate intermunicipal agreements with the following municipalities in the amounts shown:

Town of Clarkstown	\$ 43,325.00
Town of Orangetown	\$ 32,197.00
Town of Stony Point	\$ 1,381.00
Village of Spring Valley	\$ 12,369.00
Town of Haverstraw	\$ 41,326.00
Village of South Nyack	\$ <u>6,292.00</u>
Total	\$ 136,890.00

for partial reimbursement of overtime incurred from the period from September 1, 2018 through August 31, 2019 with said LETPP and SHSP grants; and

WHEREAS, By Resolution 466 of 2018, the Legislature of Rockland County approved the acceptance of a State Homeland Security Program (SHSP) grant (No. WM18972980) in the amount of \$558,588 from the New York State Office of Homeland Security and Emergency Services for the period September 1, 2018 through August 31, 2021; and

WHEREAS, By Resolution 467 of 2018, the Legislature of Rockland County approved the acceptance of a \$186,196 Office of Homeland Security and Emergency Services Grant through the New York State Law Enforcement Terrorism Prevention Program (LETPP) to the Rockland County Sheriff's Department in order to reimburse for various counter-terrorism personnel and training expenses and to reimburse for cost related to information technology equipment needed by the Rockland County Police Information Network (RCPIN) for the period September 1, 2018 through August 31, 2021; and

WHEREAS, Sufficient funding for these agreements is currently appropriated within the 2021 budget of the Office of the Sheriff (GS74-E4920 & GS75-E4920); and

WHEREAS, The Public Safety and Budget & 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 intermunicipal cooperation agreements between the County of Rockland and the municipalities in the amounts shown below:

Town of Clarkstown	\$ 43,325.00
Town of Orangetown	\$ 32,197.00
Town of Stony Point	\$ 1,381.00
Village of Spring Valley	\$ 12,369.00
Town of Haverstraw	\$ 41,326.00
Village of South Nyack	\$ <u>6,292.00</u>
Total	\$ 136,890.00

for partial reimbursement of overtime incurred from the period from September 1, 2018 through August 31, 2019 with said LETPP and SHSP grants; and be it further

RESOLVED, That sufficient funding for these agreements is currently appropriated within the 2021 budget of the Office of the Sheriff (GS74-E4920 & GS75-E4920).

JG:ds
2021-02671
8-10-21
r. 8-18-21 ds
9-1-21 ds
9/2/2021, 9/10/2021/dmg

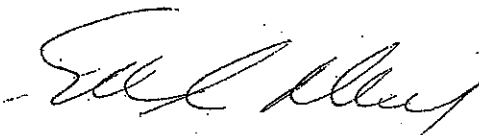
STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

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 9th day of September 2021 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.

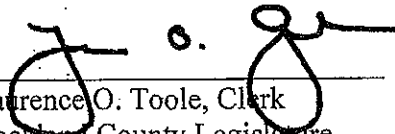
I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of seventeen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 10th day of September 2021.

Date sent to the County Executive:
September 10, 2021



Edwin J. Day, County Executive
County of Rockland



Laurence O. Toole, Clerk
Rockland County Legislature

9/16/21

Date

RESOLUTION NO. 425 OF 2021

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 21-SP-036

RECEIVED
SEP 15 2021
Orangetown Police Department

EVENT NAME: TRAUBENFE ST

APPLICANT NAME: Jan Weirich

ADDRESS: 148 W IVY LANE, ENGLEWOOD, NJ 07631

PHONE #: 201 568 7030 CELL # 201 214 5967 FAX # —

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on Oct 3 2021 from 11 to 7 RAIN DATE: _____

Location of event: 89 Western Hwy, Tappan, NY 10983

Sponsored by: Noble Ninth INC Telephone #: 516 236 3847

Address: 149-39 11th Ave, Whitestone, NY 11357

Estimated # of persons participating in event: 2000 vehicles 800

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

Jan Weirich - Noble Ninth INC (Resident) 149-39 11th Ave

wants come NY 10357

Signature of Applicant: [Signature] Date: 8/31/21

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 9/1/21

Certificate of Insurance - Received On: 9/1/21

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N Received On: X

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

NYS DOT Permit: Y/N Received On: X

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

RFS #: 50982 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: _____

APPROVED: [Signature] 9.7.21 29.7.21 DATE: _____

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N Application Required: [Signature] Fee Paid - Amount/Check # _____

Port-o-Sans: Y/N Other: _____

APPROVED: [Signature] DATE: _____

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Police/auxiliary Items: _____

APPROVED: [Signature] #205 DATE: 09/15/2021

Chief of Police

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED

SEP 01 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

SEP 16 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2021

21-SP-036

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 is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Wilkinson & Krause Agency Inc 75B Montauk Hwy Blue Point, NY 11715	CONTACT NAME: Katie Merschoff
	PHONE (A/C, No, Ext): 631-567-1111 FAX (A/C, No): 631-218-3411
INSURED The Noble Ninth Inc 149-39 11th Avenue Whitestone, NY 11357	E-MAIL ADDRESS: Katie@5starcoverage.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: U.S. Underwriters Insurance Company
	INSURER B: United States Liability Insurance Co
	INSURER C: U.S. Underwriters Insurance Company
	INSURER D: INSURER E: INSURER F:

RECEIVED

SEP 01 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES CERTIFICATE NUMBER: 10002707-700951 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP3552521C	10/05/2020	10/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XL1581858C	10/05/2020	10/05/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			NPP3552521C	10/05/2020	10/05/2021	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured, ATIMA.

CERTIFICATE HOLDER

CANCELLATION

Town Of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	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 (KLM)

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SEP 01 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

THE NOBLE NINTH, INC.
149-3911th Ave
Whitestone, N.Y. 11357-1720
(516) 236-3847
EIN: 13-3953359



09/01/2021

Supervisor, Town of Orangetown Highway Department
RT 303
Orangeburg, NY 10962

Trustees

*Jan Weinrich President**Rick Schneider VP**Mark Rampanelli
Treasurer**Kelviz Parra Secretary**Paul Ottati Trustee**Michael Kenny Trustee**Virgilio Ceniza Trustee*

Re: Request for Barriers and Auxiliary Police Presence

Dear Sir or Madam:

I have been directed by the Trustees of The Noble Ninth Inc., to request the presence of the Auxiliary Police and the setup of barriers along the walkway of 89 Western Hwy, Tappan, NY. The use of these material and personnel are for the annual Traubenfest at the "park" located at 89 Western Hwy, Tappan NY on October 3rd, 2021.

The Noble Ninth Inc is providing The Town of Orangetown a Certificate of insurance (COI) and as an additional named insured.

Please forward this letter and COI to all you feel need or require it. If you need anything else, please don't hesitate to reach out to me directly. My direct dial is noted above. Thank you in advance for all your help making our day a success.

Sincerely,

Mark Rampanelli, Treasurer
The Noble Ninth Inc.

Cc: Trustees of The Noble Ninth Inc.

ACCOUNT CLERK-TYPIST (PT) (NC)

P.O. 27



JOB CLASSIFICATION QUESTIONNAIRE

County, Town, Village, School District, Library or Special District <b style="font-size: 1.2em;">Town of Orangetown	Department <b style="font-size: 1.2em;">DEME	Position Title (if established) Account Clerk - Typist (part time)						
This position requires: _____ 17.5 _____ Hours work per week _____ 12 _____ Months work per year		Rate of Pay \$ _____ 23.98 _____ Per _____ hour						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;"> Persons Supervising this position Name Eamon Reilly </td> <td style="width: 30%; border-bottom: 1px solid black;"> Title Commissioner, DEME </td> <td style="width: 30%; border-bottom: 1px solid black;"> (Direct, Occasional, General) Type of Supervision Direct </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table>			Persons Supervising this position Name Eamon Reilly	Title Commissioner, DEME	(Direct, Occasional, General) Type of Supervision Direct			
Persons Supervising this position Name Eamon Reilly	Title Commissioner, DEME	(Direct, Occasional, General) Type of Supervision Direct						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;"> Persons Supervised by Employee in this position Name N/A </td> <td style="width: 30%; border-bottom: 1px solid black;"> Title </td> <td style="width: 30%; border-bottom: 1px solid black;"> Type of Supervision </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table>			Persons Supervised by Employee in this position Name N/A	Title 	Type of Supervision 			
Persons Supervised by Employee in this position Name N/A	Title 	Type of Supervision 						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;"> Persons doing substantially the same kind and level of work Name N/A </td> <td style="width: 30%; border-bottom: 1px solid black;"> Title </td> <td style="width: 30%; border-bottom: 1px solid black;"> Location of Position </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table>			Persons doing substantially the same kind and level of work Name N/A	Title 	Location of Position 			
Persons doing substantially the same kind and level of work Name N/A	Title 	Location of Position 						
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.							
15%	Collection of Departmental mail/correspondences; sorting, delivering, processing bills for payment.							
20%	Issues receipts for monies received; reports/posts to ledger accounts from expenses, appropriation & receipts.							
45%	Sorts/checks invoices against requisitions, vouchers & POs. Post appropriate transactions in Accounting System along with providing proper departmental backup/supporting documents. At times having to investigate/locate backup docs or invoices.							
10%	Interact with suppliers, service providers and internal accounting personnel to assure all appropriate documents, ledgers & transactions are present and executed compliantly/timely in Orangetown's Accounting System.							
5%	Sort/file accounting records/transactions in appropriate manner.							
5%	Prepare financial reports, ledgers and other financial documents/reports using Microsoft Word/Excel.							

The above statements are accurate and complete

Signature:

Date: 8/10/2021

Attach a separate sheet, if more space is needed.

TO BE COMPLETED BY THE APPOINTING OFFICER

Place an (X) mark opposite the item in each group which best describes the work of this position.

- Repetitive and routine.
- Routine, but involves some judgment to perform the duties.
- Complex, involving decision of order, of tasks and methods.
- Difficult, involving independent decisions as to scope and planning of projects and programs.

- Is under direct supervision.
- Works according to prescribed procedure with supervision available as needed.
- Is under general supervision as exercised through reports, conferences and job inspection.
- Is subject only to policies and administrative approval.

- Requires no previous training or special knowledge.
- Requires some basic abilities or knowledges of the general work.
- Requires good knowledge of the primary work.
- Requires thorough knowledge of all phases of the work.
- Requires a particular proficiency or skill in a specialized activity.

- Exercises direct supervision.
- Supervises, as required, through review of work.
- Exercises general supervision by means of reports and conferences.
- Regularly supervises 1 to 5 employees.
- Regularly supervises 6 to 15 employees.
- Regularly supervises over 15 employees.

What minimum qualifications do you think should be required for this position?

Education: High school H.S. Diploma or GED years.
 College N/A years, with specialization in _____
 Other A Valid Drivers License years, with specialization in _____

Experience: (List amount and type)

Essential knowledges, skills and abilities:

Use of Microsoft Word & Excel. Use of common office equipmt; fax, email through computer, photo copier & perform data entry & typing as required.

Type of license or certificate required:

COMMENTS:

Signature of appointing officer:

Signature: [Signature] Date: 8/10/2021

CERTIFICATE OF PERSONNEL OFFICE

In accordance with the provisions of Civil Service Law, Section 22, and the Rockland County Rules, the Rockland County Personnel Office certifies that the appropriate civil service title for the position described is _____

ACCOUNT CLERK-TYPIST (PART-TIME) (NON-COMPETITIVE)

Signature: [Signature] Date: 8/31/21
 Lori Gruebel, Commissioner of Personnel

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY IF A NEW POSITION

The new position described by the title indicated in 8 above was established on _____ at a salary of \$ _____ or at salary grade No. _____

Signature: _____ Date: _____

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 9/23/2021
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 9/28/2021 consists of 3 warrants for a total of \$1,340,451.87.

The first warrant had 33 vouchers for \$90,335 and was for utilities.

The second warrant had 21 vouchers for \$149,066 and had the following items of interest.

1. NYPA (p3) - \$21,790 for street light contract.
2. NYS Comptroller (p5) - \$29,948 for Justice fines.

The third warrant had 139 vouchers for \$1,101,050 and had the following items of interest.

1. Barclay Damon LLP (p6) - \$7,761 for tax certiorari defense.
2. Capasso & Sons (p9) - \$74,301 for recycling.
3. Cotter, Michael (p11) - \$7,700 for title searches.
4. Custom Conveyor (p13) - \$7,759 for conveyor belt repairs.
5. Fleet Pump & Service (p15) - \$9,843 for Cherry Brook PS repair.
6. General Code LLC (p18) - \$10,230 for Laserfiche.
7. Genesee Valley Ford (p19) - \$37,324 for F250 for Parks. (bonded).
8. Global Montello. (p20) - \$36,664 for fuel.
9. Goosetown Enterprises (p21) - \$12,143 for leases.
10. NYS Dept. of Civil Service (p29) - \$743,119 for health care insurance.
11. Pomona Cycle and Mower (p32) - \$12,669 for Parks Mower (bonded).
12. Precast Concrete Sales (p35) - \$10,764 for Highway materials.
13. TyMetal (p45) - \$8,347 for Highway materials.

14. West Group (p47) \$9,017 for assessor's vehicle.

15. Zarin & Steinmetz (p49) - \$13,549 for HNA counsel.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	091021	\$ 90,335.24
	091721	\$ 149,066.36
	092821	\$ 1,101,050.27
	Total	\$ 1,340,451.87

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny