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

A DI INDUSTRIES INC. 4/b/o AT HE DI ASTICS

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, : ZONING, PLANNING, ADMINISTRATION, AND :

ENFORCEMENT OF THE TOWN OF

ORANGETOWN

Respondents/Defendants.

SO-ORDERED STIPULATION OF SETTLEMENT

Hon. Paul I. Marx, J.S.C.

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

-1-

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);

;

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,

-3-

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.

-4-

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.
- 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.
- 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

- \$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

- 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 resentencing 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

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.

- 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

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	Judson Siebert
477 Madison Avenue	445 Hamilton Avenue
15 th Floor	Suite 1500
New York, New York 10022	White Plains, New York
	10601
Attorneys for Plaintiff	Attorneys for Defendants

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

So Ordered:

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	LTYD1OA86240JH
HP ProLiant G7	1WCR10A862HOLC

T/C COPY



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 preconstruction 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

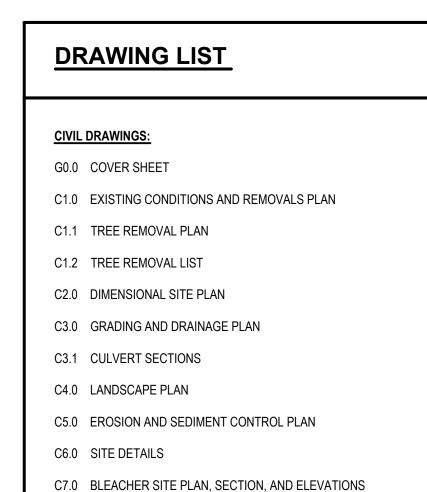
H2M PROJECT NO. LTGR 2001

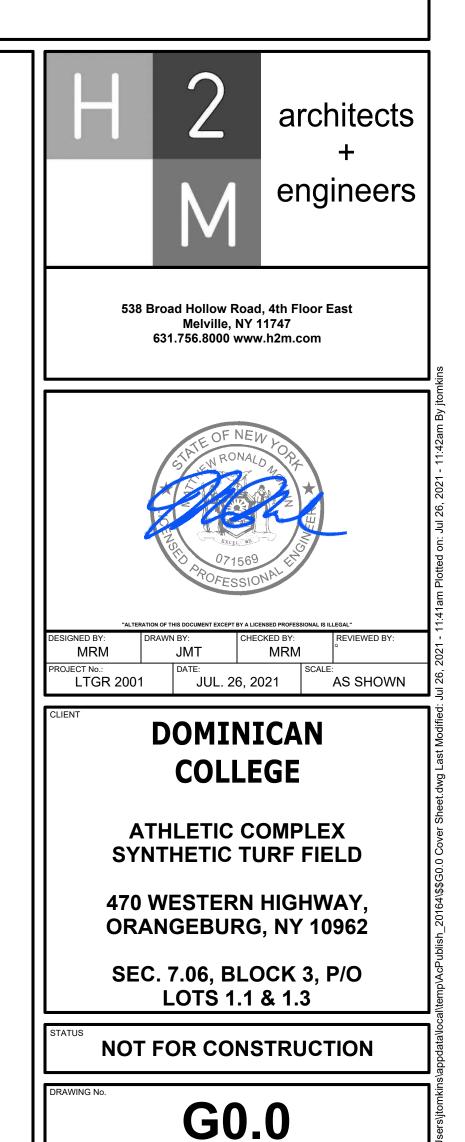
July 26, 2021

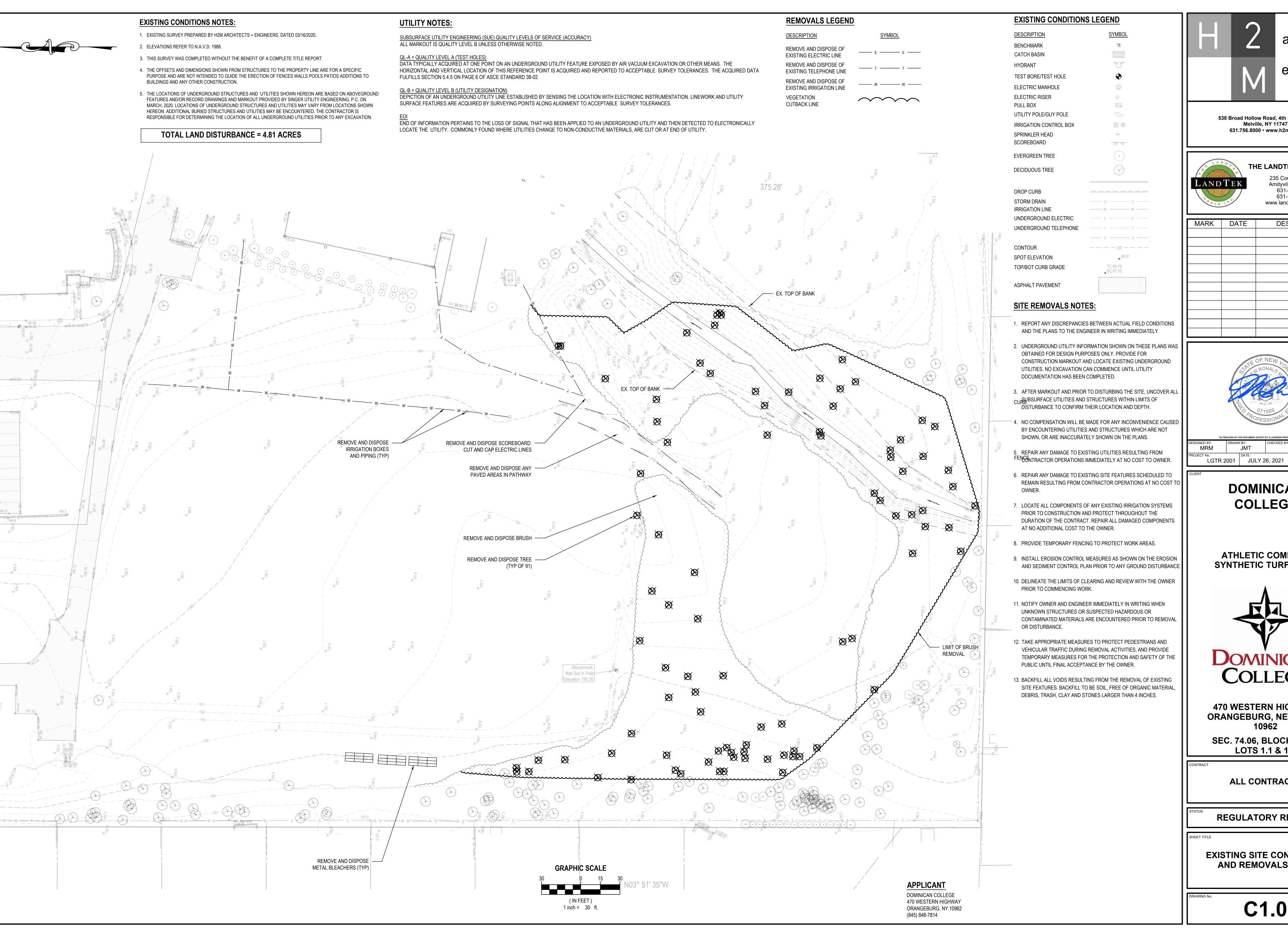


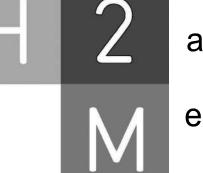












538 Broad Hollow Road, 4th Floor East Melville, NY 11747 631.756.8000 • www.h2m.com



THE LANDTEK GROUP, INC 235 County Line Rd

Amityville, NY 11701 631-691-2381 631-598-8280 www.landtekgroup.com

MARK	DATE	DESCRIPTION



DOMINICAN COLLEGE

ATHLETIC COMPLEX **SYNTHETIC TURF FIELD**



470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

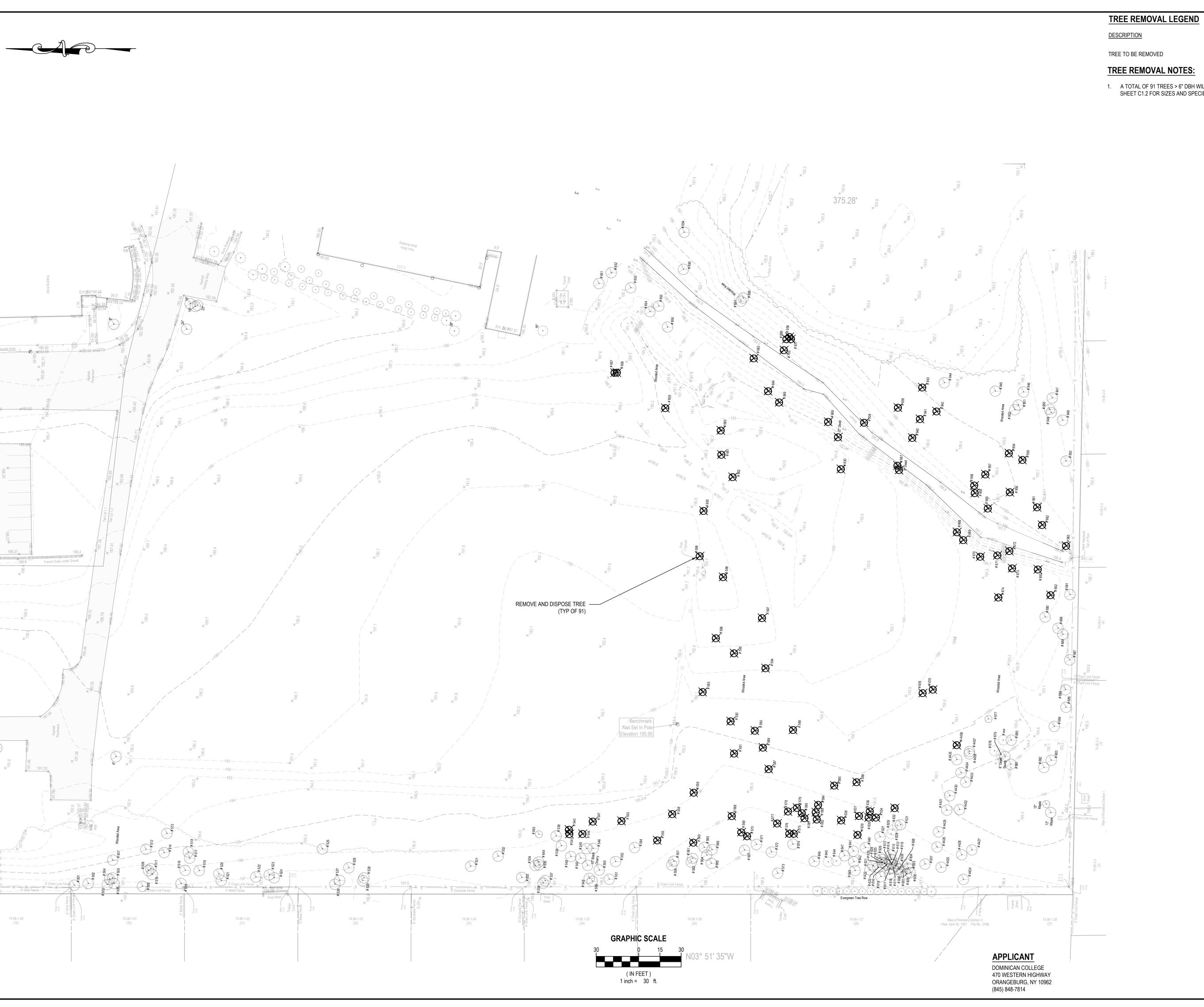
SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

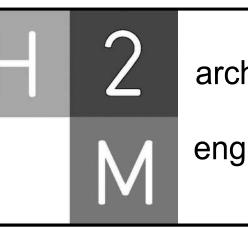
REGULATORY REVIEW

EXISTING SITE CONDITIONS AND REMOVALS PLAN

C1.0



A TOTAL OF 91 TREES > 6" DBH WILL BE REMOVED. REFER TO SHEET C1.2 FOR SIZES AND SPECIES.



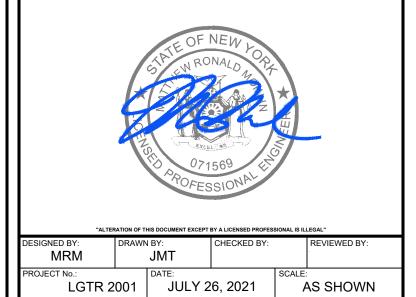
538 Broad Hollow Road, 4th Floor East Melville, NY 11747 631.756.8000 • www.h2m.com



THE LANDTEK GROUP, INC

235 County Line Rd Amityville, NY 11701 631-691-2381 631-598-8280 www.landtekgroup.com

MARK	DATE	DESCRIPTION



DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD



470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

REGULATORY REVIEW

TREE REMOVAL PLAN

C1.1

Sheet<u>1</u>of<u>6</u> Prepared By:_____NR, KAK____ H 2 architects - engineers Date: 03/25/21 SHADE INDICATES TREE TO BE REMOVED Complex Synthetic Turf Field LTGR 2001 COMMON NAME (INCHES) COMMENTS HICKORY, BITTERNUT 501 .1 , 6.5 ,5 Multi-stem CHERRY, BLACK CHERRY, BLACK 12.0 504 MAPLE, NORWAY 10.0 505 MAPLE, NORWAY 7.0 506 CHERRY, BLACK 507 HICKORY, BITTERNUT 7.0 508 BLACK LOCUST 6.5 509 CHERRY, BLACK 510 BLACK LOCUST 6.5 511 CHERRY, BLACK 512 HICKORY, BITTERNUT 16.5 ASH, WHITE 17.5 514 ASH, WHITE 12.5 515 MAPLE, NORWAY 12.5 516 ASH, WHITE 8.5 517 HICKORY, BITTERNUT 6.5 HICKORY, BITTERNUT 519 HICKORY, BITTERNUT 17.5 520 CHERRY, BLACK 521 ASH, WHITE 15.5, 15.0 Multi-stem 522 PINE, EASTERN WHITE 523 ELM, SLIPPERY Multi-stem (Other stem is dead) PINE, EASTERN WHITE 12.5 WALNUT, BLACK 525 14.0 526 OAK, PIN 21.0 527 ASH. WHITE 7.5 528 OAK, PIN AMERICAN SYCAMORE 529 9.5 530 OAK, PIN 15.5 531 OAK, PIN 7.5 532 HICKORY, BITTERNUT 6.5 533 ASH, WHITE 14.5 534 22.0 OAK, PIN 535 OAK, PIN 18.5 ,6.5 Multi-stem ASH, WHITE 16.5 ASH, WHITE 15.5 538 OAK, PIN 18.0 HICKORY, BITTERNUT 540 HICKORY, BITTERNUT 12.5 HICKORY, BITTERNUT 7.0 OAK, PIN 11.5 542 FIELD_INVENTORY Prepared By: NR, KAK Sheet<u> 4</u> of <u>6</u> H 2 aventeds rengineers

Date: 03/25/21 SHADE INDICATES TREE TO BE REMOVED Complex Synthetic Turf Field PROJ# LTGR 2001 (INCHES) COMMON NAME COMMENTS 543 ASH, WHITE 25.0 544 HICKORY, BITTERNUT 12.5 MAPLE, NORWAY 8.5 WALNUT, BLACK 26.0 547 HICKORY, BITTERNUT 7.0 548 CHERRY, BLACK 6.0 549 MAPLE, NORWAY 9.0 550 CHERRY, BLACK 8.0 551 MAPLE, NORWAY 6.5 552 CHERRY, BLACK 10.5 553 ELM, SLIPPERY CHESTNUT, AMERICAN 554 15.5 PINE, EASTERN WHITE 7.0 556 MAPLE, NORWAY 6.0 557 MAPLE, NORWAY 9.0 CHERRY, BLACK 11.0 Multi-stem (Combined) 559 CHESTNUT, AMERICAN 12.5 LINDEN, AMERICAN MAPLE, NORWAY 562 MAPLE, NORWAY 9,8.5 ASH, WHITE 9.5 564 HICKORY, BITTERNUT 8.5 MAPLE, NORWAY 6.5 MAPLE, NORWAY 7.5 MAPLE, NORWAY 11.5 LINDEN, AMERICAN 7.5 6.0 569 LINDEN, AMERICAN LINDEN, AMERICAN 571 ASH, WHITE 9.5 572 LINDEN, AMERICAN 7.5 573 WALNUT. BLACK 22.5 574 PINE, EASTERN WHITE 10.5 575 PINE, EASTERN WHITE 10.5 PINE, EASTERN WHITE 576 5.5 577 PINE, EASTERN WHITE 10.0 579 PINE, EASTERN WHITE 8.5 PINE, EASTERN WHITE 20.5 PINE, EASTERN WHITE 6.0 PINE, EASTERN WHITE 6.0 583 PINE, EASTERN WHITE 8.0 AMERICAN SYCAMORE

H 2 architects + engineers

PROJ# LTGR 2001 COMMON NAME (INCHES) COMMENTS 585 MAPLE, RED Multi-stem (Combined) MAPLE, RED 11.5 587 DOGWOOD, OTHER Aulti-stem (7 stems) LINDEN, AMERICAN 588 Multi-stem (many stems) 589 BLACK LOCUST 590 LINDEN, AMERICAN ASH, WHITE 24.5 592 LINDEN, AMERICAN 10.0 ASH, WHITE 594 HICKORY, BITTERNUT 12.0 595 HACKBERRY 8.5 ASH, WHITE 16.5 597 ASH, WHITE 10.5 598 HICKORY, BITTERNUT 15.5 599 HICKORY, BITTERNUT 15.5 600 BEECH, AMERICAN 10.0 601 PINE, EASTERN WHITE 6.0 602 BLACKGUM 6.5 603 BLACKGUM 6,6 ulti-stem 604 BLACKGUM 6.5 605 BLACKGUM 6.5 10.0 606 CHERRY, BLACK 607 BLACKGUM 7.0 608 BLACKGUM 6.0 BLACKGUM 610 BLACKGUM 5.5 611 BLACKGUM 9,11 Multi-stem 612 MULBERRY, WHITE 11.5 613 BLACKGUM 8.0 614 BLACKGUM 6.5 615 BLACKGUM 8.5 BLACKGUM 616 8.0 617 BLACKGUM 618 BLACKGUM 7.0 BLACKGUM 619 8.5 BLACKGUM 620 7.0 621 BLACKGUM 7.0 622 BLACKGUM 8.0 623 BLACKGUM 6.0 BLACKGUM 624 7.0 625 BLACKGUM 8.5 BLACKGUM 8.5 FIELD_INVENTORY

H 2

SHADE INDICATES TREE TO BE REMOVED

Prepared By: NR, KAK Sheet_5_of__6_ H 2 architects - engineers

			M	Date:	03/25/21
	Dominican College Athletic	T			
PROJ NAME	Complex Synthetic Turf Field		SHADE INDICATES TREE TO BE REMOVED		
;	1				
PROJ#	LTGR 2001				
	1				
#		D.B.H.			
TREE #	COMMON NAME		COMMENTS		
669	OAK, NORTHERN RED	26.0			
670	MAPLE, NORWAY	11.5			
671	BIRCH, SWEET	6.0			
672	ELM, AMERICAN	28.0			
673	BOXELDER	7.0			
674	OAK, PIN	29.0			
675	DOGWOOD, OTHER	7.0			
676	DOGWOOD, OTHER	7.0			
677	UNKNOWN DEAD TREES	14.0			
678	UNKNOWN DEAD TREES	9, 9, 10	Multi-stem		
679	CHERRY, BLACK	9.0			
680	SPRUCE, OTHER	8.0			
681	HICKORY, SHAGBARK	6.5			
682	OAK, PIN	18.0			
683	OAK, PIN	15.0			
684	CHESTNUT, AMERICAN	8.0			
685	ELM, SLIPPERY	30.0			
686	OAK, PIN	28.0			
687	ASH, WHITE	9.0			
688	ASH, WHITE	11.0			
689	BIRCH, SWEET	9.0			
690	OAK, WHITE	8.5			
691	OAK, SCARLET	23.5			
692	OAK, WHITE	14.0			
693	BOXELDER	11.0			
694	OAK, WHITE	36.0			
695	SWEETGUM	9.0			
696	HAWTHORN, ENGLISH	6.0			
697	HACKBERRY	8.0		-	
698	HACKBERRY	18.0			
699	BEECH, AMERICAN	7.5			
700	OAK, SWAMP WHITE	35.5			
936	BEECH, AMERICAN	9.5			
937	BEECH, AMERICAN	11.5, 6	Multi-stem		
938	OAK, SWAMP WHITE	21.5			
939	MULBERRY, WHITE	12.0			
940	OAK, SWAMP WHITE	18.0			
941	OAK, PIN	26.5			
942	WALNUT, BLACK	41.0			
943	HONEYLOCUST	8.0			
944	WALNUT, BLACK	12.0		.	
945	HICKORY, SHAGBARK	10.0			

Complex Synthetic Turf Field SHADE INDICATES TREE TO BE REMOVED PROJ # D.B.H. (INCHES) COMMENTS HICKORY, SHAGBARK CHESTNUT, AMERICAN 9.0 OAK, PIN 36.0 BEECH, AMERICAN 9.0 BEECH, AMERICAN 7.0 951 CHESTNUT, AMERICAN 10.0 CHESTNUT, AMERICAN 12.0 953 34.0 OAK, PIN OAK, PIN 11.0 955 OAK, PIN 41.0 956 OAK, PIN 22.0 HICKORY, OTHER 6.5 958 OAK, PIN 22.5 9.0 SWEETGUM 960 ASH, WHITE 12.5 961 BIRCH, SWEET 8.0 ELM, SLIPPERY 963 ASH, WHITE 6.5 4424 ASH, WHITE 18.5 4425 MAPLE, NORWAY 13,12.5 Multi-stem 4426 DOGWOOD, OTHER 5.5 MAPLE, RED 9.5 PINE, EASTERN WHITE 8.0 MAPLE, NORWAY 17.0 PINE, EASTERN WHITE 14.5 PINE, EASTERN WHITE 4432 PINE, EASTERN WHITE 4433 PINE, EASTERN WHITE 10,7.5 Multi-stem PINE, EASTERN WHITE 4435 MAPLE, RED 12.0 4436 MAPLE, RED PINE, EASTERN WHITE 9.0 MAPLE, RED 12,9,13 Multi-stem

C1.2

PROJ NAME PROJ#

Sheet<u>2</u> of <u>6</u>

Sheet<u> 6</u> of <u>6</u>

H 2 architects engineers

Prepared By: NR, KAK

Prepared By:____NR, KAK__

Date: 03/25/21

DOMINICAN COLLEGE

LGTR 2001 JULY 26, 2021

engineers

538 Broad Hollow Road, 4th Floor East

Melville, NY 11747 631.756.8000 • www.h2m.com

MARK | DATE

THE LANDTEK GROUP, INC

235 County Line Rd

Amityville, NY 11701

631-691-2381

631-598-8280

www.landtekgroup.com

DESCRIPTION

AS SHOWN

ATHLETIC COMPLEX SYNTHETIC TURF FIELD



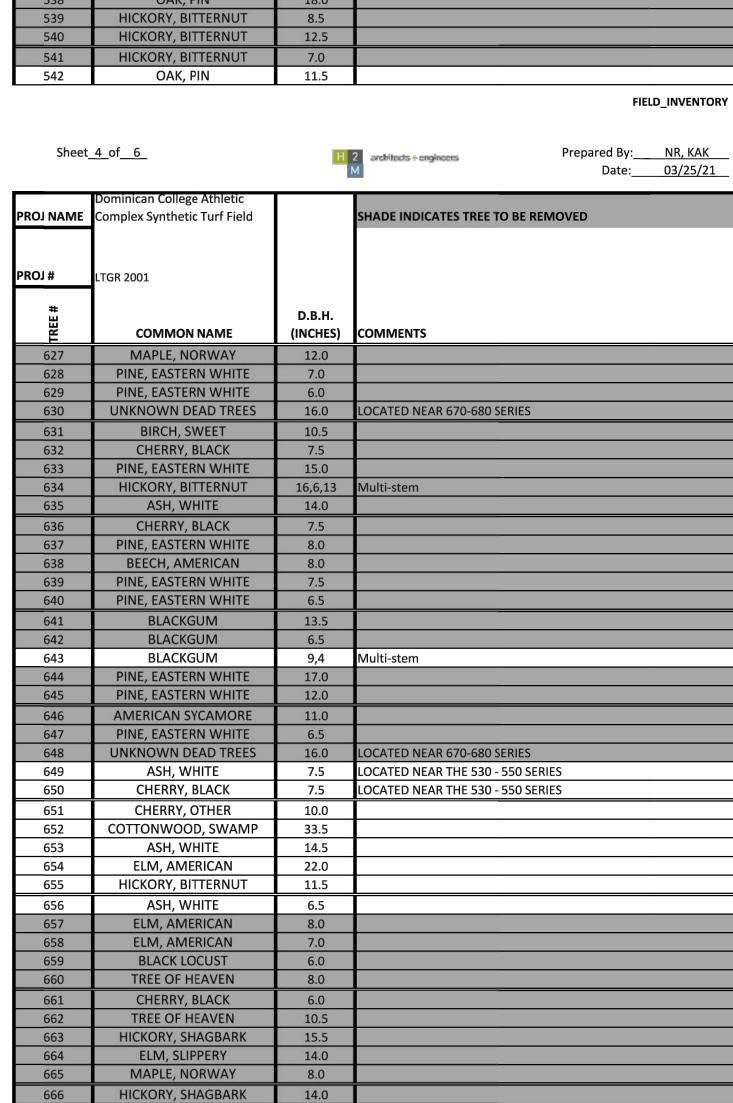
470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

REGULATORY REVIEW

TREE REMOVAL LIST



ASH, WHITE

MULBERRY, WHITE

10.0

FIELD_INVENTORY

Prepared By:_____NR, KAK____

Sheet<u>3</u> of <u>6</u>

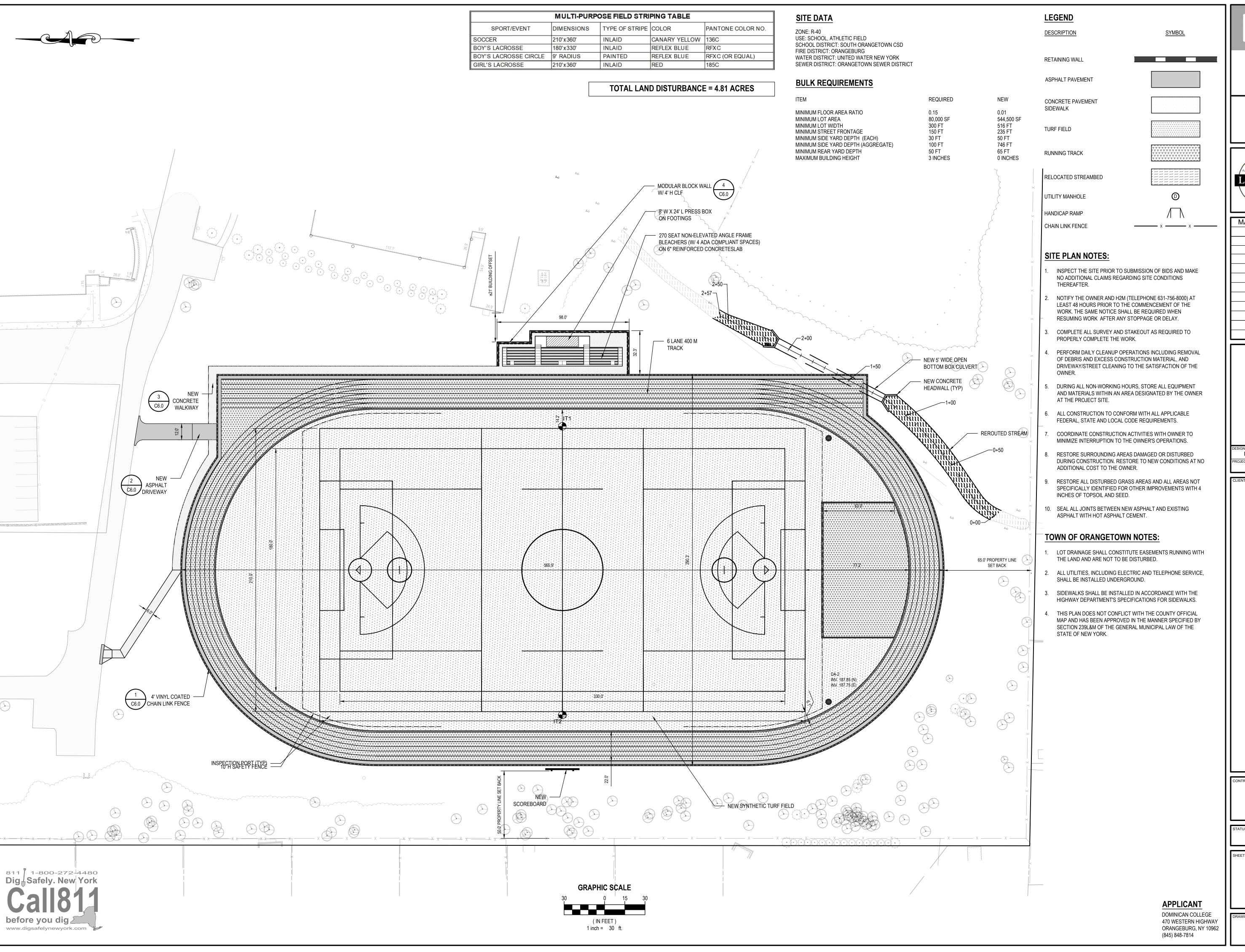
PROJ NAME Complex Synthetic Turf Field

FIELD_INVENTORY

FIELD_INVENTORY

FIELD_INVENTORY





architects

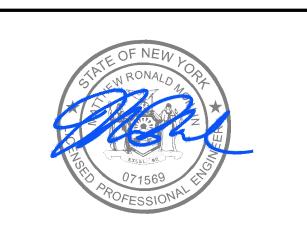
538 Broad Hollow Road, 4th Floor East Melville, NY 11747 631.756.8000 • www.h2m.com



THE LANDTEK GROUP, INC 235 County Line Rd Amityville, NY 11701 631-691-2381 631-598-8280

www.landtekgroup.com

MARK	DATE	DESCRIPTION



JMT LGTR 2001 JULY 26, 2021 AS SHOWN

DOMINICAN COLLEGE

ATHLETIC COMPLEX **SYNTHETIC TURF FIELD**



470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

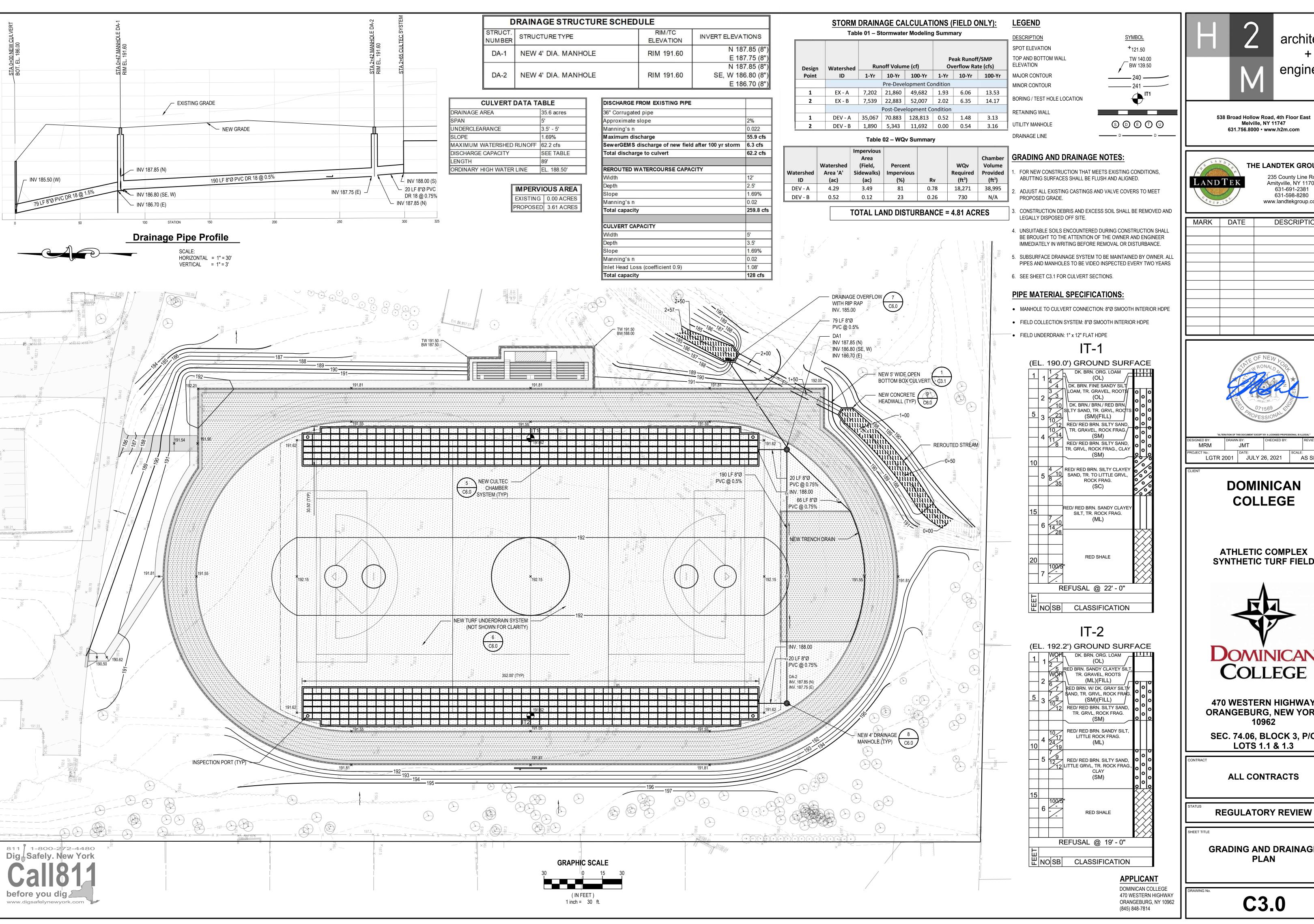
SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

REGULATORY REVIEW

DIMENSIONAL SITE PLAN

C2.0



engineers

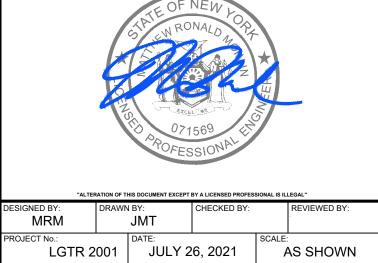
538 Broad Hollow Road, 4th Floor East Melville, NY 11747 631.756.8000 • www.h2m.com



THE LANDTEK GROUP, INC

235 County Line Rd Amityville, NY 11701 631-691-2381 631-598-8280 www.landtekgroup.com

MARK	DATE	DESCRIPTION



DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD



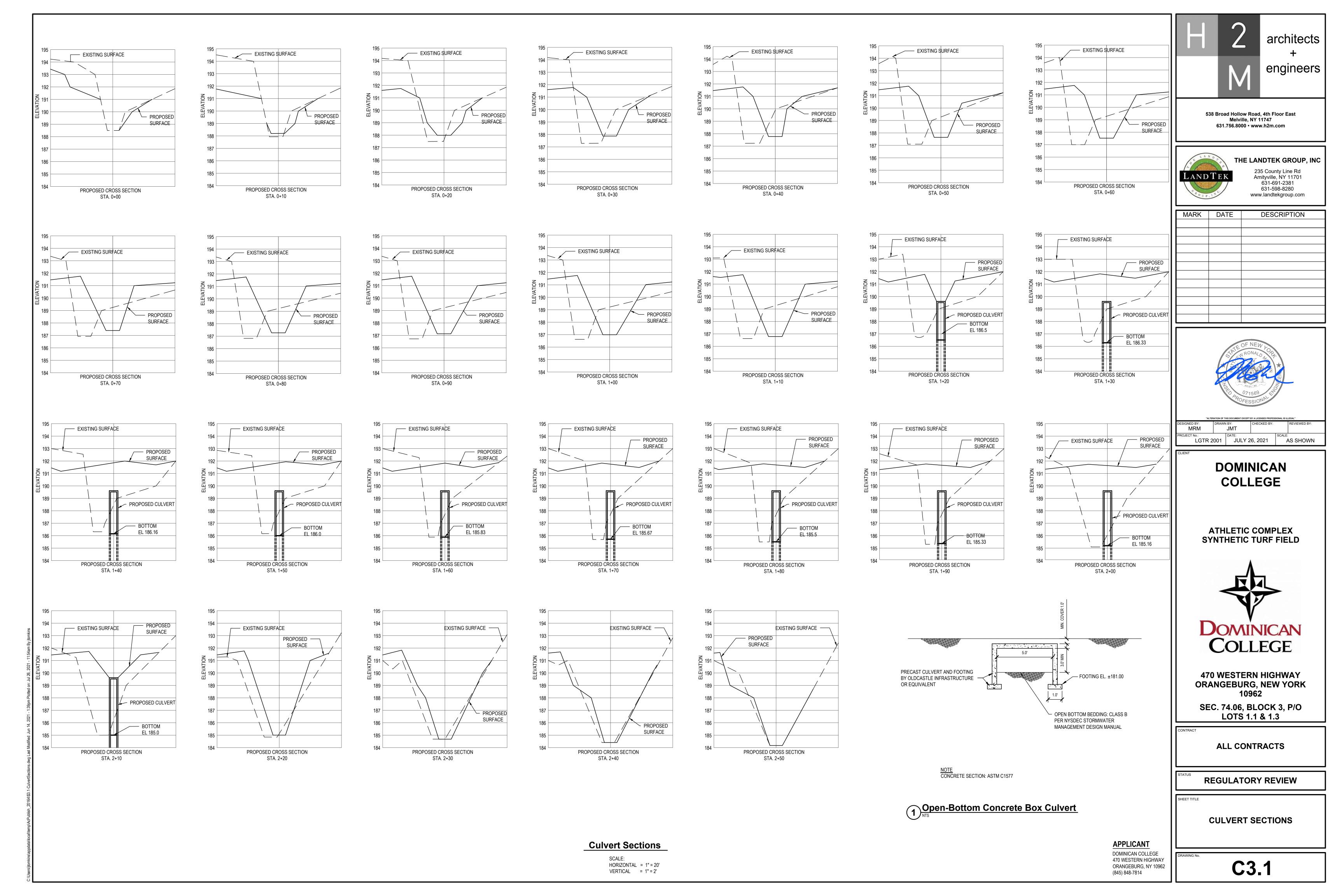
470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

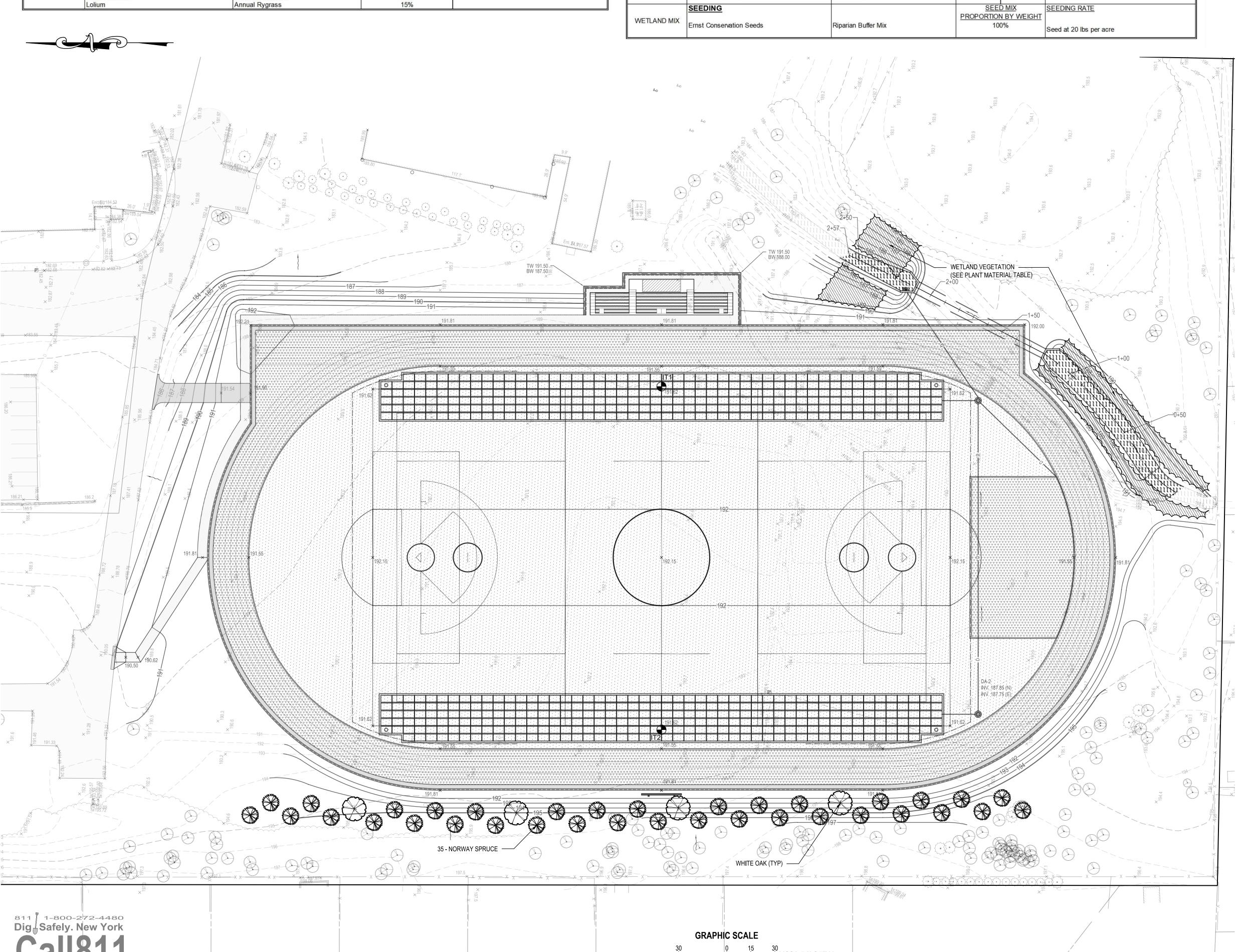
GRADING AND DRAINAGE PLAN

C3.0



STANDARD PLANT MATERIAL LIST					
KEY	BOTANICAL NAME	COMMON NAME	CAL.	MAT. HT.	REMARKS
	TREES Quercus alba Picea abies	White Oak Norway Spruce	2" - 3" 2"	80' - 100' 6' - 7'	
SUN & SHADE MIX	SEEDING Poa pratensis Festuca rubra variety Lolium perenne	Kentucky Bluegrass (Min of 3 cultivars) Creeping Red Fescue Perennial Rygrass	SEED MIX 15% 35% Seed at 5 lbs per 1,000 SF		

WETLAND PLANT MATERIAL LIST					
KEY	BOTANICAL NAME	COMMON NAME	SPACE	ROOT	REMARKS
CEB AWV	SHRUBS Cornus sericea Sambucus canadensis Viburnum dentatum Morella pensylvanica	Red-osier Dogwood Common Elderberry Arrowwood Viburnum Northern Bayberry	6 6 6	B&B B&B B&B B&B	All shrubs to be full and dense with the minimum number of canes for size requested in accordance with the latest edition of the American Standard for Nursery Stock. Spacing of shrubs shall be as shown on the plan or as noted. Plants listed from wet to dry, and should be placed from bottom of slope to top of slope.
WETLAND MIX	SEEDING Ernst Conservation Seeds	Riparian Buffer Mix	SEED PROPORTION 100	N BY WEIGHT	Seed at 20 lbs per acre



1 inch = 30 ft.

LEGEND

DESCRIPTION



WETLAND PLANTINGS

PLANTING NOTES

- 1. ALL SUPPLIED AND INSTALLED PLANT MATERIAL SHALL BE NURSERY GROWN STOCK IN ACCORDANCE WITH THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1). PLANT MATERIAL SHALL BE OF THE APPROVED SPECIES AND GROWN UNDER THE SAME CLIMATIC CONDITIONS AS THE SUBJECT SITE. THEY SHALL BE OF SYMMETRICAL GROWTH, FREE OF INSECTS, PESTS, AND DISEASE. SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- 2. CONFIRM THE LOCATION OF EXISTING SUBSURFACE UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES AND COORDINATE WITH THE GRADING AND DRAINAGE PLAN OR UTILITY PLAN FOR THE LOCATION OF PROPOSED SUBSURFACE UTILITY LINES AND STRUCTURES PRIOR TO ANY EXCAVATION. NOTIFY THE LANDSCAPE ARCHITECT IF ANY CONFLICTS EXIST.
- 3. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY AND PRIOR TO THE INSTALLATION OF ANY PLANT MATERIALS IF SUB-GRADE SOIL CONDITIONS ARE DELETERIOUS TO PLANT GROWTH OR WILL INHIBIT DRAINAGE
- IF ANY DISCREPANCY EXISTS BETWEEN THE PLANT COUNT SHOWN IN THE PLANT MATERIAL LIST AND THE PLANTING PLAN, THE PLAN SHALL TAKE PRECEDENCE.
- 5. UNLESS OTHERWISE APPROVED IN WRITING, INSTALL VEGETATION DURING THE FOLLOWING PERIODS:a. DECIDUOUS WOODY PLANTS: SEPTEMBER 15 TO MAY 15
- WHENEVER TEMPERATURE IS ABOVE 40 DEGREES F.

 b. EVERGREENS: AUGUST 15 TO SEPTEMBER 15 OR DURING APRIL AND MAY BEFORE THE START OF NEW GROWTH.

c. SEEDING: APRIL 1 TO MAY 15 AND SEPTEMBER 1 TO OCTOBER 15.

- 6. PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THEY BORE TO THE EXISTING GRADE IN THE NURSERY.
- 7. THE TRUNK DIAMETER OF DECIDUOUS TREES SHALL BE MEASURED IN ACCORDANCE WITH THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1) FOR THE CALIPER SIZE AS SHOWN IN THE PLANT MATERIAL LIST.
- 8. ALL DECIDUOUS TREES SHALL BE BRANCHED NOT LOWER THAN SEVEN (7) FEET WITH AN AVERAGE HEIGHT AND SPREAD FOR THE PARTICULAR SIZE AND SPECIES SPECIFIED, IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK.
- 9. INSTALL A 2"-3" LAYER OF SHREDDED BARK MULCH IN ALL TREE PLANTING AREAS AND SHRUB BEDS. DO NOT PLACE MULCH DIRECTLY AGAINST TRUNKS OF TREES. FORM AN EARTH SAUCER AROUND EACH PLANT OR SHRUB BED SO AS TO HOLD WATER AND MULCH. PROVIDE SUFFICIENT IRRIGATION FOR ALL PLANT MATERIALS TO MAINTAIN HEALTHY AND VIGOROUS CONDITION UNTIL THE PROJECT IS ACCEPTED BY THE OWNER.
- O. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER PLANTING FOLLOWING ACCEPTANCE BY THE OWNER. UPON COMPLETION OF THE ONE YEAR PLANT GUARANTEE PERIOD, REPLACE ALL PLANT MATERIAL DEEMED DEAD, DYING OR DISEASED AS DETERMINED BY THE LANDSCAPE ARCHITECT. REPLACE PLANT WITH THE SAME SPECIES AND SIZE IMMEDIATELY DURING THE CURRENT GROWING SEASON OR AT THE BEGINNING OF THE NEXT GROWING SEASON.
- 11. UPON COMPLETION OF PLANTING OPERATION CULTIVATE AND NEATLY RAKE ALL PLANTING AREAS.
- 12. RESTORE ALL DISTURBED GRASS AREAS AND ALL AREAS NOT SPECIFICALLY IDENTIFIED FOR OTHER IMPROVEMENTS WITH 4 INCHES OF TOPSOIL AND SEED. PROVIDE SUFFICIENT MULCH AND IRRIGATION TO ESTABLISH AND MAINTAIN A HEALTHY STAND OF GRASS UNTIL PROJECT IS ACCEPTED BY THE OWNER.

TOTAL LAND DISTURBANCE = 4.81 ACRES



engineers

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



THE LANDTEK GROUP, INC

235 County Line Rd
Amityville, NY 11701

631-691-2381 631-598-8280 www.landtekgroup.com

MARK	DATE	DESCRIPTION



DESIGNED BY:

MRM

JMT

PROJECT No.:

LGTR 2001

DATE:

JULY 26, 2021

AS SHOWN

DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD



470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

REGULATORY REVIEW

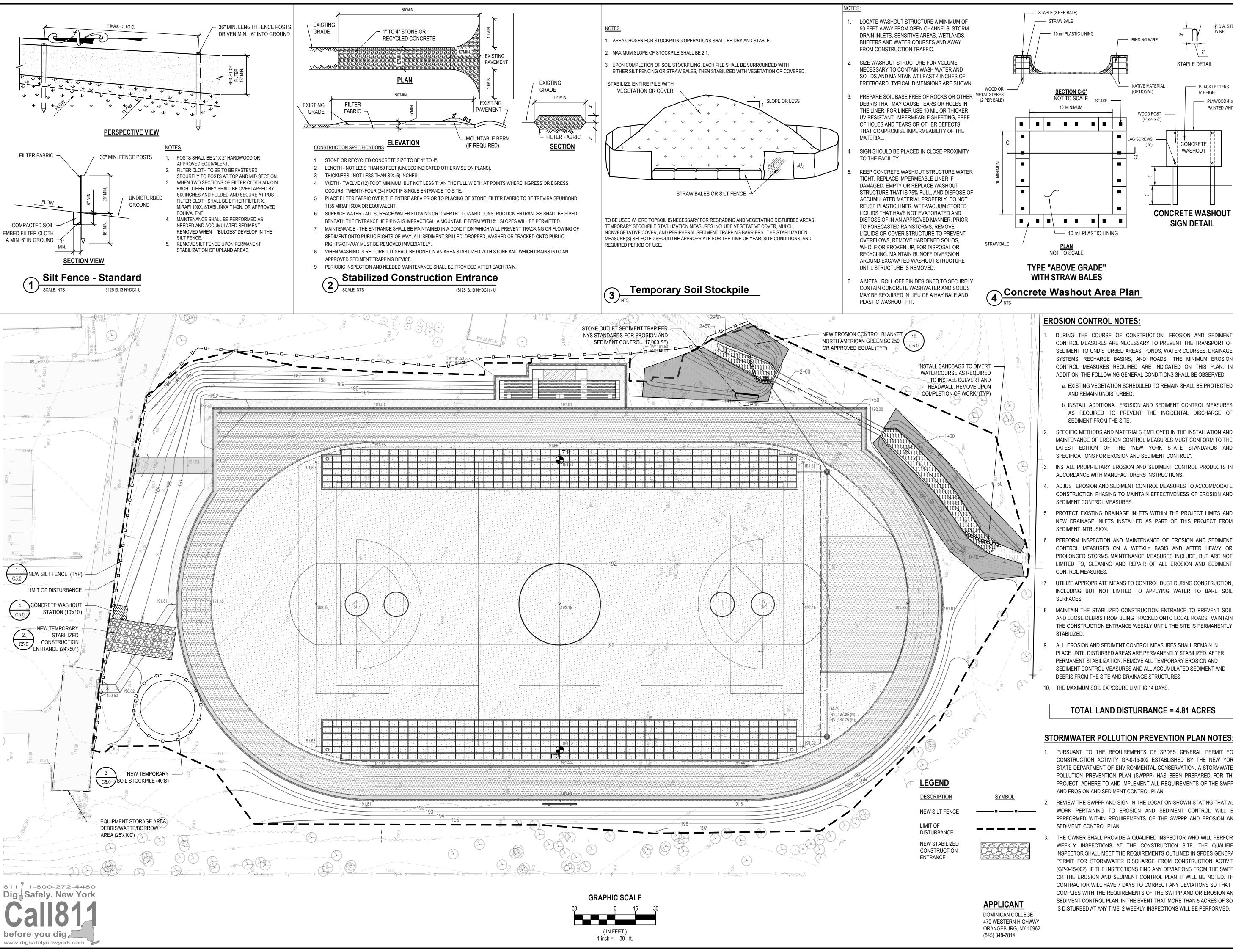
SHEET TITLE

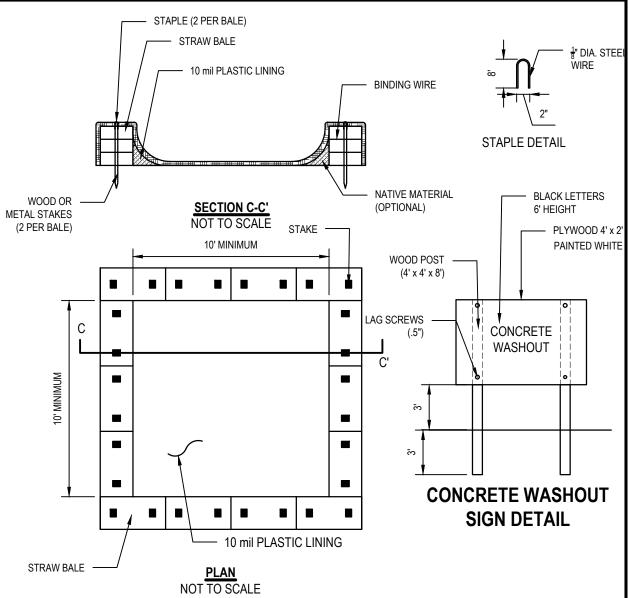
LANDSCAPE PLAN

DOMINICAN COLLEGE 470 WESTERN HIGHWAY

APPLICANT

ORANGEBURG, NY 10962 (845) 848-7814 C4.0





- DURING THE COURSE OF CONSTRUCTION, EROSION AND SEDIMENT CONTROL MEASURES ARE NECESSARY TO PREVENT THE TRANSPORT OF SEDIMENT TO UNDISTURBED AREAS, PONDS, WATER COURSES, DRAINAGE SYSTEMS, RECHARGE BASINS, AND ROADS. THE MINIMUM EROSION CONTROL MEASURES REQUIRED ARE INDICATED ON THIS PLAN. IN ADDITION, THE FOLLOWING GENERAL CONDITIONS SHALL BE OBSERVED:
- a. EXISTING VEGETATION SCHEDULED TO REMAIN SHALL BE PROTECTED
- b. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS REQUIRED TO PREVENT THE INCIDENTAL DISCHARGE OF
- SPECIFIC METHODS AND MATERIALS EMPLOYED IN THE INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES MUST CONFORM TO THE LATEST EDITION OF THE "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL".
- INSTALL PROPRIETARY EROSION AND SEDIMENT CONTROL PRODUCTS IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
- CONSTRUCTION PHASING TO MAINTAIN EFFECTIVENESS OF EROSION AND SEDIMENT CONTROL MEASURES.
- PROTECT EXISTING DRAINAGE INLETS WITHIN THE PROJECT LIMITS AND NEW DRAINAGE INLETS INSTALLED AS PART OF THIS PROJECT FROM
- PERFORM INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES ON A WEEKLY BASIS AND AFTER HEAVY OR PROLONGED STORMS. MAINTENANCE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, CLEANING AND REPAIR OF ALL EROSION AND SEDIMENT
- UTILIZE APPROPRIATE MEANS TO CONTROL DUST DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO APPLYING WATER TO BARE SOIL
- MAINTAIN THE STABILIZED CONSTRUCTION ENTRANCE TO PREVENT SOIL AND LOOSE DEBRIS FROM BEING TRACKED ONTO LOCAL ROADS. MAINTAIN THE CONSTRUCTION ENTRANCE WEEKLY UNTIL THE SITE IS PERMANENTLY
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL DISTURBED AREAS ARE PERMANENTLY STABILIZED. AFTER PERMANENT STABILIZATION, REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND ALL ACCUMULATED SEDIMENT AND DEBRIS FROM THE SITE AND DRAINAGE STRUCTURES.
- 10. THE MAXIMUM SOIL EXPOSURE LIMIT IS 14 DAYS.

TOTAL LAND DISTURBANCE = 4.81 ACRES

STORMWATER POLLUTION PREVENTION PLAN NOTES:

- 1. PURSUANT TO THE REQUIREMENTS OF SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITY GP-0-15-002 ESTABLISHED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED FOR TH PROJECT. ADHERE TO AND IMPLEMENT ALL REQUIREMENTS OF THE SWPPP CONTRACT
- . REVIEW THE SWPPP AND SIGN IN THE LOCATION SHOWN STATING THAT ALL WORK PERTAINING TO EROSION AND SEDIMENT CONTROL WILL BE PERFORMED WITHIN REQUIREMENTS OF THE SWPPP AND EROSION AND
- THE OWNER SHALL PROVIDE A QUALIFIED INSPECTOR WHO WILL PERFORM WEEKLY INSPECTIONS AT THE CONSTRUCTION SITE. THE QUALIFIE INSPECTOR SHALL MEET THE REQUIREMENTS OUTLINED IN SPDES GENERA PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITY (GP-0-15-002). IF THE INSPECTIONS FIND ANY DEVIATIONS FROM THE SWPPI OR THE EROSION AND SEDIMENT CONTROL PLAN IT WILL BE NOTED. THI CONTRACTOR WILL HAVE 7 DAYS TO CORRECT ANY DEVIATIONS SO THAT IT COMPLIES WITH THE REQUIREMENTS OF THE SWPPP AND OR EROSION AND SEDIMENT CONTROL PLAN. IN THE EVENT THAT MORE THAN 5 ACRES OF SOIL IS DISTURBED AT ANY TIME, 2 WEEKLY INSPECTIONS WILL BE PERFORMED.

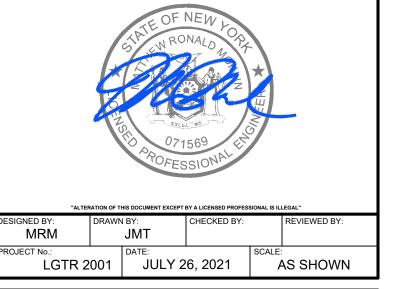


538 Broad Hollow Road, 4th Floor East Melville, NY 11747 631.756.8000 • www.h2m.com



235 County Line Rd Amityville, NY 11701 631-691-2381 631-598-8280 www.landtekgroup.com

MARK	DATE	DESCRIPTION



DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD



470 WESTERN HIGHWAY ORANGEBURG, NEW YORK 10962

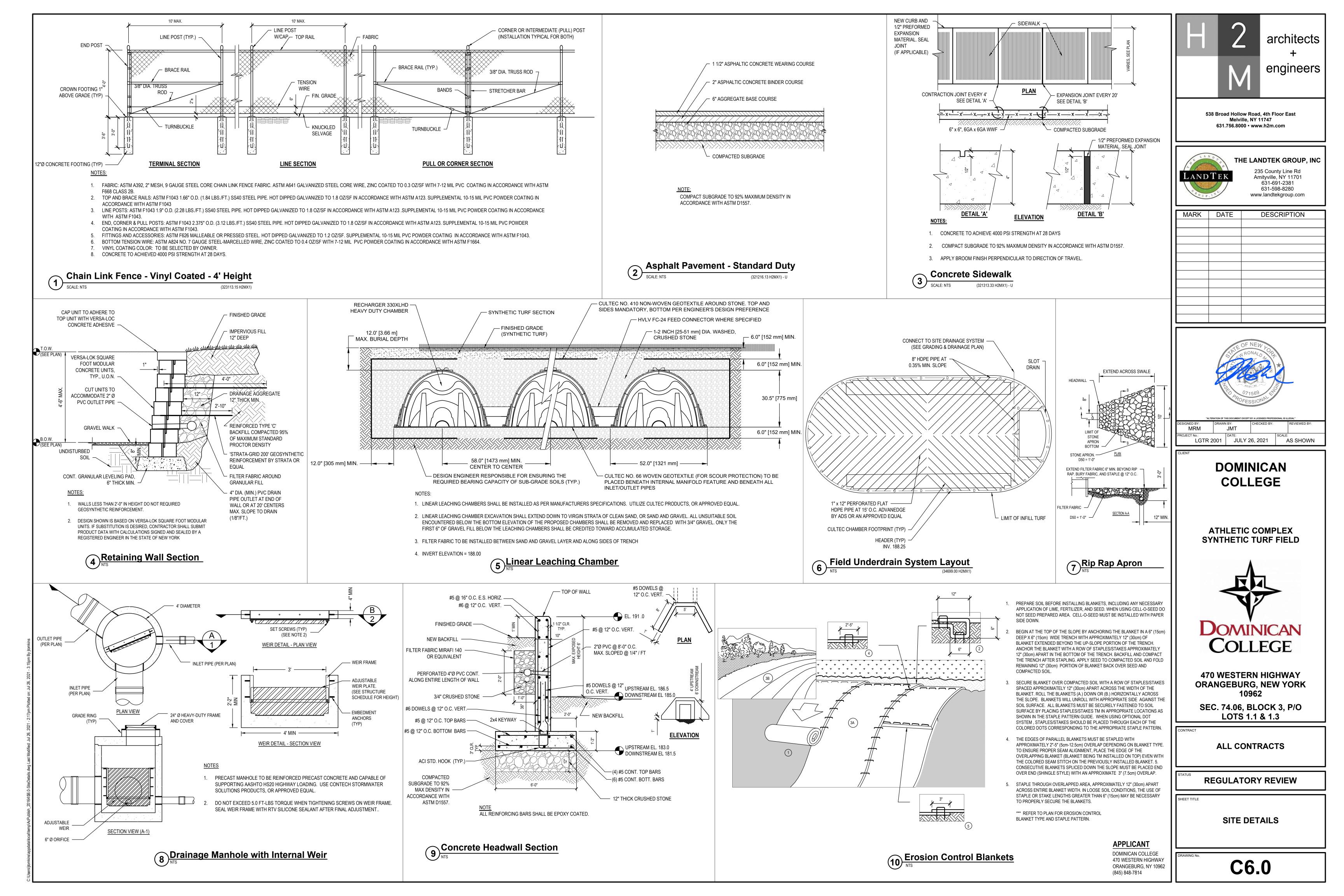
SEC. 74.06, BLOCK 3, P/O LOTS 1.1 & 1.3

ALL CONTRACTS

REGULATORY REVIEW

EROSION AND SEDIMENT CONTROL PLAN

C5.0



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 **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. <u>SERVICES:</u> The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
- 2. <u>TERM</u>: The professional services rendered and performed by the **MUNICIPALITY** under this agreement shall commence **September 1, 2018** and terminate **August 31, 2019**.
- 3. <u>PAYMENT</u>: 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. <u>LIABILITY ONLY FOR MONIES BUDGETED</u>: 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. <u>NO ASSIGNMENT</u>: 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. <u>LAWS OF THE STATE OF NEW YORK</u>: 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. <u>LABOR LAW AND EXECUTIVE LAW</u>: 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. <u>LOCAL LAWS AND RESOLUTIONS</u>: 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. <u>COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990</u>: 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. <u>TERMINATION/AMENDMENT</u>: 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. <u>IRAN DIVESTMENT ACT</u>: 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. <u>ENTIRE AGREEMENT/NO MODIFICATION</u>: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified, except by a writing signed by the parties.
- 14. <u>EXECUTION</u>: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.
- 15. <u>RECORD KEEPING AND AUDIT</u>: 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	TOWN OF ORANGETOWN
By: LOUIS FALCO III Sheriff	By: D. BUTTERWORTH Chief, Orangetown Police Dept.
Dated:	Dated:
DEPARTMENT OF LAW Approved for signature of County Executive	
By:	
Dated:	
COUNTY OF ROCKLAND By:	
EDWIN J. DAY County Executive	
Dated:	
2021-02676	

Dozen	Ingesti		Backfill 4x12 (Baisley)	REAGI	Rackfill 2v4 (Loim)	Backell Avi 3 (Backel)		packilli 4X12 (Holinan)	RAGI	REACT	REACT	SWAT Operator Course	SWAT Operator Course	CWAT	SWAI Uperator Course	SWAT UPERATOR COURSE	SWAI Operator Course	SWAL Operator Course	Backfill 8x4 (Megdanis)	SWAT Operator Course	SWAT Operator Course	CWATOSES	CANAT Ordered Course			SWA1 Operator Course	SWAN Uperator course	SWAT Operator Course	Backfill 8x4 (Baisley)	CNT	SWAT Operator Course	SWAT Onerator Course	PEART COM SE	CANAL OF THE CONTRACT OF TAXABLE PARTY O		SWAL COURSE	swA1 Uperator Course CNIF
Total	\$5/3.8A	がしています。	\$761.40	\$543.84	\$807.12	\$831.00	\$825.48	5.50.75	07.00cc	\$2,590¢	\$664.23	\$118.97	\$135.96	\$135.06	6125:06	¢125.06	C415	06.2016	\$805.92	\$135.96	\$135.96	\$135.96	\$135.96	C135 96	¢119.07	Ç130.37		>135.9b		\$760.32	\$135.96	\$135.96	\$379.02	\$135 96	<u> </u>	\$125 OF	\$750.48
OT Hours	O		X	œ	00	8	•		1		7	1.75	2	2			100			2	2		2	27	1.75	C/ii		7	o c	×	2	2	4	2	5	2	8
OT Pay Rate	\$67.98	ĆOF 10	532.To	26798	\$100.89	\$103.88	\$103.19	COLON	\$94.76	0/+//	594.89	\$67.98	\$67.98	\$67.98	\$67.98	\$67.98	80.795		\$100.74	. 567.98	\$67.98	\$67.98	\$67.98	S67.98	\$67.98	\$67.98	\$67.08		005000 60E 04	\$25.04	\$67.98	\$67.98	\$94.76	\$67.98	\$67.98	\$67.98	18:865
Regular Pay Rate	\$45.32	¢62 AE	Ct.CO.	20.45°C	\$67.26	\$69.25	\$68.79	563.36	\$63.17		205.20	\$45.32	\$45.32	\$45.32	\$45.32	\$45.32	\$48.37	¢67 16	OT'/O¢	245.52	\$45.32	\$45.32	\$45.32	\$45.32	\$45.32	\$45.32	\$45.37	S692E	\$62.36	OC.COC	545.52	\$45.32	\$63.17	\$45.32	\$45.92	\$45.32	\$62.54
Officer	PO Megdanis	PO Brockway	(DIMPORT OF		PO Spoelstra	PO M. Ryan	PO Wanamaker	PO Baisley	PO Vergine	DO M. CHILLY		PO Megdanis	PO Megdanis	PO Megdanis	PO Megdanis	PO Megdanis	PO Megdanis	PO O'Connor			PO Megdanis	Po Megdanis	PO Megdanis	PO Megdanis	PO Megdanis	PO Megdanis	PO Megdanis	PO M. Rvan	PO R. Holihan		FO WEBURINS	PO Megdanis	PO Vergine	PO Megdanis	PO Megdanis	PO Megdanis	Polifeim
Date	09/11/18	09/11/18	×1//61/60		9/17/18	81/21/60	09/12/18	09/22/48	09/22/18	~ All CC/bU	10/04/40	PT/TO/OT	10/02/18	10/03/18	10/04/18	10/05/18	10/08/18	10/08/18	40/00/49		10/10/18		10/12/18	10/15/18	10/16/18	10/17/18	10/18/18	10/18/18	10/18/18	TOVADIA	OF/CT/07	91/77/ 0T	10/23/18	10/23/18	10/24/18	10/25/18	11/06/18

REACT	Backfill 4x(9) (Wieorlanie)	RFACT	P. N. T.	DEACT	NEAU!	DEACT.	MEACH			backfill 4X12 (Baisley)	Backfill 8x4 (Heim)	backtill 4x12 (Barsley)	REACT	REACT CONTRACTOR OF THE PROPERTY OF THE PROPER		Redefill Valoria				NEAC!	Dayles And Contact	Dackilli 4x12 (nollinan)	NEACT TO THE PERSON OF THE PER	NEAC.	BEACT.	DESCRIPTION OF THE STATE OF THE	REACT	REWAT	Rackfill Av12 (Bairlan)	COOM TALE (BRISIEY)	Rackfill (Raidov)	DEWELL	REACT	REACT
\$760.32	\$455.28	\$760.32	\$760.32	¢379 56	\$738.96	\$760.32	\$870.08	\$899 88	C79C 0A	47.007.4 640.4 64	2434.04	>400:00	\$779.88	\$83638	\$779.88	\$828.00	\$899.88	\$4778	\$779.88	\$77046	\$826.68	2779 92°	\$380 AO	\$389.40	\$899.88	5494 Ed	\$770.16	\$899.88	\$786.24	\$8,6685	\$846.24	28 99 88	\$899.88	\$779 88
∞	∞	8	80	4	CC	∞	oc	~	×) a	0	0	x	8	00	8	8	8	~	•	• • • • • • • • • • • • • • • • • • •	*	4	4	8	8		80	•	8	œ	8		8
\$95.04	\$56.91	\$95.04	\$95.04	\$94.89	\$92.37	\$95.04	\$109.04	\$112.49	\$98.28	\$61 R3	FC OLD	52.55	44.744 1.444	\$112.49	\$97.49	\$103.50	\$112.49	\$97.49	\$97.49	\$96.27	\$103.34	S97.49	\$97.35	\$97.35	\$112.49	\$61.83	\$96.27	\$112.49	\$98.28	\$112.49	\$105.78	. \$112.49 ·	\$112.49	\$97.49
\$63.36	\$37.94	\$63.36	. \$63.36	\$63.26	\$61.58	\$63.36	\$72.69	\$74.99	\$65.52	\$41.22	. 538.89	ÇEA OO	504.33	\$74.99	\$64.99	\$69.00	\$74.99	\$64.99	\$64.99	\$64.18	\$68.89	\$64.99	\$64.90	\$64.90	\$74.99	\$41.22	\$64.18	\$74.99	\$65.52	\$74.99	\$70.52	\$74.99	\$74.99	\$64.99
PO Baisley	PO Capezzuto	PO Baisley	PO Baisley	PO M. Sullivan	PO Megdanis	PO Baisley	Sgt Acheson	Sgt Hutmacher	PO T Drain	PO Fisher	PO Capezzuto	PO Raiclov			PO R. Holihan	PO Spoelstra	Sgt Hutmacher	PO Baisley	PO Baisley	PO∺eim	PO Ayers	PO Baisley	PO M. Sullivan	PO IV. Sullivan	Sgt Hutmacher	PO Ambrose	Po Warren	Sgt.Hutmacher	PO Silva	Sgt Hutmacher	PO Wanamaker	Sgt Hutmacher	Sgt Hutmacher	PO Baisley
11/06/18	77.71X	11/13/18	11/14/18	12/10/18	12/11/18	12/12/18	12/28/18	01/08/19	61/08/10	01/09/19	61/60/10	02/12/19	GT/TC		02/13/19	02/13/19	02/28/19	03/12/19	03/13/19	03/13/19	03/13/19	03/14/19	03/18/19	61/10/40	04/16/19	04/16/19	04/17/19	05/07/19	05/07/19	61/80/50	05/08/19	05/23/19	06/21/19	-06/25/19

REACT		CNT	San Backfill av 10 Hachbard	BEAR		Backfill (V/12 (Warran)	REACT.	REACT	BENGE	RFACT	REACE	Backfill 4x12 (Warren)	REACT	REACT	GNT	Backfill 8x4 (Heim)	Backfill 4x12 (Warren)
\$770.16	\$779.88	\$770.16	\$826.68	\$778.80	S770.16	\$768.96	\$ <i>77</i> 9	\$523.38	\$523.38	\$778.80	\$8.6685	\$826.68	\$413.34	\$8368\$	\$779.88	\$781.08	\$846.24
00	Ċ	8	20	©	8	8	8	4	4	8	8	8	4	∞	∞	00	8
\$96.27	\$97.49	\$96.27	\$103.34	\$97.35	\$96.27	\$96.12	\$97.49	\$130.85	\$130.85	\$97.35	\$112.49	\$103.34	\$103.34	\$112.49	\$97.49	\$97.64	\$105.78
\$64.18	\$64.99	\$64.18	\$68.89	\$64.90	\$64.18	\$64.08	\$64.99	\$87.23	\$87.23	\$64.90	\$74.99	\$68.89	\$68.89	\$74.99	\$64.99	\$65.09	2/0.52
PO Warren	P@Baisley	PO Heim	PO Ayers	PO M. Sullivan	РО Wärren	PO Casey	PØ Baisley	Lt Mellin	LtMellin	PO M. Sullivan	Sgt Hutmächer	PO O'Connor	PO O'Connor	Sgt Hutmacher	Po R. Holinan	PO Brockway	- PO Wanamaker
06/25/19	06/26/19	06/25/19	06/26/19	07/02/19	-07/02//19	07/03/19	61/80///0	07/10/19	61//0/80	08/08/19	67/07/80	08/20/19	08/21/19	08/21/19	61/17/20	08/21/19	

TOTAL \$50,946.69

Introduced by:

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

Referral No. 9361 September 9, 2021

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		6,292,00
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 (LETTP) 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:

	43,325.00
	32,197.00
\$	1,381.00
\$	12,369.00
\$	41,326.00
\$_	6,292.00
\$ 1	36,890.00
	\$ \$ \$ \$ \$ -

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

Laurence O. Toole, Clark Rockland County Legislature

Edwin J. Day, County Executive

Date

County of Rockland

RESOLUTION NO. 425 OF 2021

SEP 01 2021

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN	
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS PERMIT # 21-57-03	1
PERMIT # & COST	4

SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS PERMIT # 21-51-030 SEP 15 2021 APPLICANT NAME: Jan Weinvick	
EVENT NAME: TRAUBENFEST SEP 15	.5
APPLICANT NAME: Jan Weinvich ADDRESS: 148 W TVY LANE ENGLEWOOD, NJ 07631 ADDRESS: 2021	
ADDRESS: 148 W IVY LANE ENGLEWOOD, NJ 0763/ Department	/
PHONE #: 20/568 7030 CELL# 20/ 214 5967 FAX# -	/
CHECK ONE: PARADE RACE/RUN/WALK OTHER	
The above event will be held on Oct 3 20 21 from 11 to 7 RAIN DATE:	
Location of event: 89 Western Hyy Tappan, NY 10983	
Sponsored by: Noble Ninth INC Telephone #: 516 236 3847	
Address: 149-39 11 Ave Whitestone, NY 11857	
Estimated # of persons participating in event: 2000 vehicles 800	
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:	.,
Jan Weinrich - Noble Ninth INC (Resident) 144-39 11 Ave 10357	J
Signature of Applicant: Date: 8/31/21	
GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)	
Letter of Request to Town Board requesting aid for event - Received On:	
Certificate of Insurance Received On:	
FOR HIGHWAY DEPARTMENT USE ONLY:	
Road Closure Permit: Y / 10 - Received On:	
Rockland County Highway Dept. Permit: Y/N Received On: X	
NYSDOT Permit: Y / 10-7 Received On:	
Route/Map/Parking Plan: Y /N - Received On: X	
RES#: 50982 BARROLADES(Y)N CONES: Y N TRASH BARRELS(Y) N OTHER:	
APPROVED: Jan 4121 9.7.21 DATE:	
Superintendent of Highways	
Show Mobile (Y) / N - Application Required: Fee Paid - Amount/Check #	
Port-o-Sans: Y/(i)Other:	
APPROVED: DATE:	:
FOR POLICE DEPARTMENT USE ONLY:	
Police Details V/N: Police / Gux/14/1 Ky Items:	
APPROVED:	
** Please return to the Highway Department to be placed on the Town Board Workshop **	
We de la contraction of the cont	

ACORD[®]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2021

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.

DUCE	ertificate does not confer rights				CONTA	A=	Merschoff				
	Wilkinson & Krause Age	ncv	Inc		PHONE (A/C, N		67-1111	FAX (A/C, No): 631-2	18-3411		
	75B Montauk Hwy	•		RECEIVED	E-MAIL ADDRE		@5starcove				
	Blue Point, NY 11715				ADDRE			RDING COVERAGE	NAIC#		
			C:	A A A AAA	INSURE			s Insurance Company	1222		
RED) i.,	P 0 1 2021	INSURE			iability Insurance Co			
	The Noble Ninth Inc				INSURE			s Insurance Company			
	149-39 11th Avenue	OW	M O	F ORANGETOWN	INSURE		IIGOI WIILOI	- Insurance Company			
	Whitestone, NY 11357	lIG	1W/	AY DEPARTMENT	INSURE				1		
					INSURE						
VER	AGES CE	RTIFIC	CATE	NUMBER: 10002707-7				REVISION NUMBER: 3	<u> </u>		
IDIC/ ERTI	S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY PI JSIONS AND CONDITIONS OF SUCH	QUIRE ERTAI POLI	EMEN N, TH CIES.	T, TERM OR CONDITION OF E INSURANCE AFFORDED I LIMITS SHOWN MAY HAVE	F ANY C BY THE	ONTRACT OF POLICIES DE REDUCED BY	OTHER DOC SCRIBED HEF PAID CLAIMS	SUMENT WITH RESPECT TO WHIC REIN IS SUBJECT TO ALL THE TE	CH THIS		
<u></u>	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
Χ	COMMERCIAL GENERAL LIABILITY	Y		NPP3552521C		10/05/2020	10/05/2021	EACH OCCURRENCE \$	1,000,00		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,00		
								MED EXP (Any one person) \$	5,00		
								PERSONAL & ADV INJURY \$	1,000,00		
GE	VL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,000,00		
X	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	2,000,00		
	OTHER:							\$			
ΑU	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$			
	ANY AUTO							BODILY INJURY (Per person) \$			
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$			
	HIRED NON-OWNED AUTOS ONLY	ŀ						PROPERTY DAMAGE (Per accident) \$			
						-		\$			
X	UMBRELLA LIAB X OCCUR			XL1581858C		10/05/2020	10/05/2021	EACH OCCURRENCE \$	2,000,00		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	2,000,00		
	DED RETENTION \$	ļ	ļ					\$			
AND	RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER			
ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT \$			
(Mai	ndatory in NH)							E.L. DISEASE - EA EMPLOYEE \$			
DES	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$			
Lie	quor Liability			NPP3552521C		10/05/2020	10/05/2021	1,000,000	0/2,000,00		
	TION OF OPERATIONS / LOCATIONS / VEHIC icate holder is named as addi				le, may b	e attached if mor	e space is requir	ed)			
RTII	FICATE HOLDER				CANO	ELLATION					
Town Of Orangetown 26 Orangeburg Road					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Orangeburg, NY 1096			AUTHORIZED REPRESENTATIVE (KLM)							

21-58-036

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

Trustées

Jan Weinrich President

Rick Schneider VP

Mark Rampanelli Treasurer

Kelviz Parra Secretary

Paul Ottati Trustee

Michael Kenny Trustee

Virgilio Ceniza Trustee

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

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

Rockland County JOB CLASSIFICATION QUESTIONNAIRE

County, Town, V	illage, School District, Library or S	pecial District	Department	Position Title (if e	established)
	n of Oranget	<u>town</u>	DEME		- Typist (part time)
This position n	equires:			Rate of Pay	
17.5	Hours work per week	12 Mo	nths work per year	\$23.98	Per hour
Persons Super	vising this position Name		Title	(D	lirect, Occasional, General) Type of Supervision
Eamo	on Reilly	Commi	issioner, DEME		Direct

Persons Super	vised by Employee in this pos Name	ition	Title		Type of Supervision
N	I/A		· · · · ·		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	·				
Persons doing	substantially the same kind ar	nd level of work	Title		Location of Position
N	I/A				Location of Position
· · · · · · · · · · · · · · · · · · ·			<u> </u>		
PERCENT	DESCRIPTION OF DUTIES	: Describe the wo	rk in sufficient detai	l to give a clear wo	rk picture of the job. Use a
OF	separate paragraph for ea	ch kind of work ar	d describe the more	Important or time	-consuming duties first. In
WORK TIME	the left column, estimate I	now the total work	ing time is divided.		, , , , , , , , , , , , , , , , , , ,
	the left column, estimate I	now the total work	ing time is divided.		
WORK TIME	the left column, estimate to Collection of Departmenta	now the total work	ing time is divided.		
	Collection of Departmenta	now the total work	ing time is divided. nces; sorting, deliv	ering, processing 1	
15%	Collection of Departmenta issues receipts for monies Sorts/checks involces aga	now the total work al mail/correspone s received; reports ainst requisitions,	ing time is divided. Inces; sorting, delived: Inces; sorting, delive	ering, processing to counts from exper	bills for payment. nses, appropriation & receipts. ansactions in Accounting
15% 20%	Collection of Departmenta	now the total work al mail/correspone is received; reports ainst requisitions, a proper departme	ing time is divided. Inces; sorting, delived: Inces; sorting, delive	ering, processing to counts from exper	bills for payment. nses, appropriation & receipts. ansactions in Accounting
15% 20%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, see	now the total work al mail/correspone s received; reports ainst requisitions, p proper departments pcs or invoices. rvice providers an	ing time is divided. Inces; sorting, delived. Inces; sorting, delive	ering, processing to counts from experious appropriate traiting documents.	bills for payment. nses, appropriation & receipts. ansactions in Accounting At times having to
15% 20% 45%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de	now the total work al mail/correspone s received; reports ainst requisitions, p proper departments pcs or invoices. rvice providers an	ing time is divided. Inces; sorting, delived. Inces; sorting, delive	ering, processing to counts from experious appropriate traiting documents.	bills for payment. nses, appropriation & receipts. ansactions in Accounting At times having to
15% 20% 45% 10%	Collection of Departmenta Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup do Interact with suppliers, se documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme accor invoices. rvice providers an actions are prese	ing time is divided. sinces; sorting, deliving siposts to ledger active active size and size active s	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timely in	bills for payment. nses, appropriation & receipts. ansactions in Accounting At times having to
15% 20% 45% 10%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, set documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10%	Collection of Departmenta Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup do Interact with suppliers, se documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, set documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, set documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, set documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, set documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10% 5% 5%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup do Interact with suppliers, set documents, ledgers & trans System. Sort/file accounting record Prepare financial reports,	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. asses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting
15% 20% 45% 10% 5% 5%	Collection of Departmental Issues receipts for monies Sorts/checks invoices aga System along with providing investigate/locate backup de Interact with suppliers, set documents, ledgers & trans System.	now the total work al mail/correspone a received; reports ainst requisitions, proper departme acs or invoices. rvice providers an actions are prese ds/transactions in	ing time is divided. Inces; sorting, deliving siposts to ledger active active serving active serving	ering, processing to counts from exper Post appropriate tra- rting documents. A ang personnel to as mpliantly/timety in	bills for payment. nses, appropriation & receipts. ansactions in Accounting At times having to sure all appropriate Orangetown's Accounting crosoft Word/Excel.

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 gro	up 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 decision s 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	r this position?
Education: High school H.S. Diploma or GED years.	Long on an arranged particle recommend
	h specialization in
Other A Valid Drivers License years, will	th specialization in
Essential knowledges, skills and abilities: Use of Microsoft Word & Excel. Use of common office equipt; typing as required. Type of license or certificate required:	fax, email through computer, photo copler & perform data entry&
COMMENTS:	
Oliverture of a selection of floors	
Signature of appointing officer:	
Signature: Kara	
CERTIFICATE OF In accordance with the provisions of Civil Service Law, Section 2 Office certifies that the appropriate civil service title for the posit ACCOUNT CLERK-TYPIST PART-TIM	PERSONNEL OFFICE 22, and the Rockland County Rules, the Rockland County Personnel tion described is E) (NON-COMPETITIVE)
Signature: Lori Gruebel, Commissioner of Person	Date: 8/3/21
	R APROVING AUTHORITY IF A NEW POSITION
The new position described by the title indicated in 8 above was	
\$ or at salary g	
Sinastura	Date:
Signature:	

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

DATE: September 28, 2021

WARRANT

Warrant Reference	Warrant #	Amoun		
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

Councilman Gerald Bottari Councilman Paul Valentine Councilman Thomas Diviny Councilman Denis Troy