

AGREEMENT

**BY AND BETWEEN
VILLAGE OF SOUTH NYACK
AND
TOWN OF ORANGETOWN**

**REGARDING POLICE SERVICES, PERSONNEL and EQUIPMENT
UPON DISSOLUTION OF VILLAGE POLICE DEPARTMENT**

This Agreement is made and shall be effective as of January 1, 2022, between the Village of South Nyack (“Village”), a municipal corporation of the State of New York, with offices at 282 South Broadway, South Nyack, New York 10960, and the Town of Orangetown (“Town”), a municipal corporation of the State of New York, with offices at 26 West Orangeburg Road, Orangeburg, New York 10962, and Daniel S. Wilson (“Wilson”), Andrew D. Young (“Young”), and Ryan Eirand (“Eirand”) and as agreed and acknowledged to the extent same is applicable as set forth herein, the Town of Orangetown Police Benevolent Association (“Orangetown PBA”), Rockland County Police Benevolent Association (“Rockland County PBA”) and the South Nyack Police Benevolent Association (“South Nyack PBA”) (collectively, “Parties”),

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1, of the New York State Constitution, and Article 5-G of the New York State General Municipal Law (“GML”), to enter into inter-governmental agreements; and

WHEREAS, GML Article 5-G of the GML specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide, cooperatively, jointly or by contract or agreement, any facility, service, activity or undertaking, which each participating municipal corporation has the power to provide separately; and

WHEREAS, the Village is undergoing a dissolution process pursuant to GML Article 17-A and adopted a dissolution plan on or about July 30, 2021 whereby the Village will dissolve as of March 31, 2022; and

WHEREAS, the Village, as part of its dissolution and in accordance with a Local Law adopted by the Village on or about October 12, 2021, is disbanding its Police Department as of midnight on January 1, 2022; and

WHEREAS, pursuant to New York Town Law §150, the Town police department, upon dissolution of the Village police department, has responsibility to provide police protection and for enforcement of laws within the Village;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in compliance with the terms and conditions specified herein, the Parties agree as follows:

I. POLICE SERVICES

- A. As a result of the dissolution of the Village police department as set forth above, the Town police department, in accordance with Town Law §150 will undertake to provide police protection and for the enforcement of laws, including Village laws as may be applicable, in the Village of South Nyack, as of midnight on January 1, 2022 until the dissolution of the Village as of midnight on April 1, 2022. At that time, the Town police department will provide services to the area encompassed by the dissolved Village as part of its responsibilities to provide police services in the unincorporated areas of the Town. In accordance with applicable law, the tax assessment/charge for Village residents for such coverage shall be a charge on the January, 2022 tax bill for the entire 2022 calendar year.

II. PERSONNEL

- A. The Town agrees that, subject to the relevant provisions of the Rockland County Police Act (Chapter 526 Session Laws, 1936) (“Police Act”) and New York Civil Service Law §70, the Town has offered, consents and hereby accepts a “transfer” as that term is defined in Section 5 of the Police Act to the position of police officer to three full time Village police officers to which the Police Act applies, identified above as Wilson, Young, and Eirand, and the Village consents to such transfer. To the extent these transfers are considered a “transfer of function” pursuant to Civil Service Law §70, such provisions shall apply, to the extent such section does not conflict with the Police Act.
- B. Wilson, Young, and Eirand shall commence employment with the Town as of January 1, 2022 and in accordance with the Police Act, shall be entitled to service credit with the Town for any time served in any Village or Town within Rockland County (including the Town) as if that time had been served with the Town for purposes of seniority, promotion, pensions, and general administration as contemplated by the Police Act. This shall include eligibility for medical benefits upon retirement, provided the individuals meet the requirement of eligibility pursuant to the Collective Bargaining Agreement (“CBA”) between the Town and Orangetown PBA applicable to their respective service credit as set forth below.
- C. Pursuant to the applicable contract between the Village and Wilson, Young, and Eirand, as members of the Village Police Department, Wilson, Young, and Eirand are entitled to a buyout of unused sick time with the Village. The Parties agree that in lieu of such buyout, Wilson, Young, and Eirand may transfer a portion of such unused sick time to the Town. Such time shall be credited as sick time as part of their employment with the Town, in accordance with the sick time provisions to which they would have been entitled under the relevant provisions of the CBA.
- D. The Village shall pay to the Town on or before January 1, 2022, the sum of \$ _____ to the Town to compensate the Town for providing such credit and in lieu of the Village providing a buyout to Wilson, Young, and Eirand. The amount of sick

time that each individual that will be credited for in accordance with the relevant provisions of the CBA will be as follows:

- a. Wilson: 10 (Ten) sick days
 - b. Eirand: 15 (Fifteen) sick days
 - c. Young: 24 (Twenty-four) sick days
- E. The Parties agree upon employment as set forth above, to abide by the relevant provisions of the CBA with respect to eligibility, credit and accumulation of vacation days, personal leave days, and sick time. There shall be no carry over for any of the individuals for any vacation or personal leave time from the Village to the Town.
- F. For purposes of clarity, upon commencement of employment as of January 1, 2022, the individual officers shall be credited with prior service time towards service time as a Town police officer for purposes of seniority and general administration based upon continuous date of service with each municipal police department within Rockland County as set forth below:
- a. Daniel S. Wilson
 - i. Town of Orangetown January 10, 2006 to June 14, 2011
 - ii. Village of South Nyack June 15, 2011 to December 31, 2021
 - b. Ryan Eirand
 - i. Town of Orangetown September 28, 2016 to April 24, 2019
 - ii. Village of South Nyack April 25, 2019 to December 31, 2021
 - c. Andrew Young
 - i. Village of South Nyack March 22, 2004 to December 31, 2021
- G. The Parties agree that any medical or other benefits that the Village pays to police officers who retired from the Village on or before December 31, 2021, shall be a charge upon the taxable property within the limits of the dissolved entity (the Village) pursuant to the provisions of GML §790 and the relevant provisions of Article 17- A of the GML.
- H. Promotions/Rank:
- a. The Parties agree and acknowledge, that in accordance with and subject to the requirements of New York Civil Service Law and the determinations of the Rockland County Department of Personnel/, which is charged with administering Civil Service Law in Rockland County, that Wilson, based upon his position as Chief of Police with the Village police department and the qualifications therefore, may be placed on a preferred eligible list with the Rockland County Department of Personnel, for promotion to a position of Sergeant or Lieutenant with the Town police department, at such time as a

position for Sergeant or Lieutenant shall be open, and determined by the Town Board in its sole discretion, to be filled, and if so authorized and determined by the Rockland County Department of Personnel. The Town and Wilson agree to abide by the determinations of the Rockland County Department of Personnel in terms of eligibility for promotion to the rank of Sergeant or Lieutenant based upon his position as Chief of Police from the Village.

- b. The Parties agree and acknowledge to the extent that Eirand may be eligible to be placed upon a preferred eligible list for promotion to Sergeant in the Town police department by the Rockland County Department of Personnel, based upon his status as a Sergeant in the Village police department, that, if such determination is made, that he will, to the extent not prohibited by law, decline, waive, and relinquish any right to appointment to Sergeant from a preferred eligible list and hereby agrees to forego eligibility and appointment to the rank of Sergeant, from a preferred eligible list based upon his status as a Sergeant with the Village, subject to the terms and conditions set forth below:
 - i. The Parties agree and acknowledge that in consideration of such waiver, declination, and relinquishment, that upon commencement of service with the Town police department, Eirand shall be paid a base salary at the rate of pay of a detective with the Town Police department under the CBA, in the calendar years 2022 and 2023 only. Commencing January 1, 2024 and continuing thereafter, Eirand shall be paid a base salary at the rate of pay for a police officer in accordance with the CBA applicable to that time period, and thereafter.
 - ii. The Parties agree that notwithstanding the provisions of subdivision (i) above, that Eirand shall not be appointed and is not being appointed to the position of detective, nor shall he be entitled to be assigned detective duties by the Town Chief of Police, as part of this Agreement. It being understood between the Parties that the compensation set forth above is in consideration of the declination, waiver, and relinquishment of any right to the appointment to the rank of Sergeant with the Town as set forth above.
 - iii. Eirand shall not be entitled to and hereby waives the right to any “night differential pay” if he seeks or requests assignment to the midnight to 8 a.m. shift, during the period which he shall be receiving the base pay of a detective.
 - iv. Eirand agrees to promptly communicate his declination, waiver, and relinquishment to the appointment of Sergeant to the Rockland County Department of Personnel, the Town Chief of Police, and Town Director of Personnel, at such time or times as he is notified of eligibility, if any, from a Civil Service preferred eligible list for Sergeant.

- v. It is further acknowledged and understood that this Agreement in no way constitutes a past practice nor shall it serve as a precedent with respect to similar future circumstances.
- c. The Parties further agree, that in the event Eirand breaches this Agreement in any manner, including by failing to decline, waive, or relinquish any right to promotion to Sergeant from a Civil Service preferred eligible list based upon his status as a Sergeant with the Village, that the Town shall have the right to withdraw its consent to transfer under the Police Act as set forth in Section II, paragraph A above. Upon such withdrawal of consent, Eirand, Wilson, and Young shall be considered to have commenced employment with the Town as of January 1, 2022 pursuant to Civil Service Law §70(2) and the provisions of Section II, paragraph D regarding sick time credits and paragraph F regarding service credit shall be deemed null and void.

I. General Release:

Wilson, Young, and Eirand agree, that in exchange for the consideration set forth above and the mutual promises and benefits of this Agreement as set forth herein, that they, individually and collectively, (Wilson, Young, and Eirand), their successors and assigns, hereby release and forever discharge the Town, the Village, the Orangetown PBA, the Rockland County PBA, the South Nyack PBA and all of their employees, departments, representatives, attorneys, members, successors and assigns, from, and hereby acknowledge full accord and satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind (upon any legal or equitable theory, whether contractual, common law, or statutory, under Federal, State or Local law or otherwise) related to their transfer from the Village to the Town as set forth in this Agreement, whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement or occurrence that they (Wilson, Young, and Eirand) ever had, now have, or hereafter may have against the Town, Village, Orangetown PBA, Rockland County PBA or South Nyack PBA up to and including the date of the signing of this Agreement, with respect to their rights including but not limited to any rights arising out of their employment with the Village of South Nyack, including, without limitation, their rights to compensation for services as employees, and as transfers from the Village to the Town under the Police Act, and as set forth more fully in this Agreement.

J. Personnel Acknowledgements:

Wilson, Young, and Eirand acknowledge that: (a) they have carefully read and understand this Agreement; (b) have been provided sufficient time to consider their rights and obligations under this Agreement; (c) are represented by counsel and have had sufficient time to consult with counsel prior to signing this Agreement; (d) they have voluntarily entered into this Agreement; (e) they have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign; and (f) they have not relied upon any representation, statement, or omission, made by any of

the other Parties' agents or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

Additionally, the Town acknowledges that the terms of this Agreement, as well as the monetary and non-monetary considerations contemplated herein, shall not be used by the Town against the Rockland County PBA and/or Orangetown PBA in any future collective negotiations in connection with a successor accord to the CBA, as it relates to monetary costing items. The Rockland County PBA and Orangetown PBA acknowledge that the terms of this agreement and any consideration or actions taken by the Town in furtherance thereof, shall not serve as the basis for a precedent with respect to the any future collective negotiations in connection with a successor accord to the CBA.

III. EQUIPMENT

- A. The Village agrees to sell and the Town agrees to purchase certain police related equipment and vehicles which purchase would be in furtherance of the Town undertaking to provide police services to the Village as of January 1, 2022, and upon dissolution thereof as of April 1, 2022, to the area and properties that comprised the former Village.
- B. Annexed hereto as Exhibit A is a list of police equipment and police vehicles that the Town will purchase from the Village, along with the values the parties have agreed to for each piece or pieces of equipment and/or vehicles. The total value of the equipment of the equipment and vehicles that the Town agrees to purchase from the Village is valued at \$102,950.00.
- C. The Town shall pay to the Village, on or before January 1, 2022, the sum of \$102,950.00 for the purchase of the aforesaid equipment.
- D. The parties may account to each other with respect to any monies due and owing each party as set forth herein and make payment(s) if necessary thereafter as appropriate.
- E. To the extent there are any sums due and owing the Town from the Village at the time the Village dissolves with respect to any payments due hereunder, same shall be a charge upon the taxable property within the limits of the former Village, in accordance with GML §790.

IV. ACKNOWLEDGEMENTS

The parties and signatories to this Agreement acknowledge that: (a) they have carefully read and understand this Agreement; (b) have been provided sufficient time to consider their rights and obligations under this Agreement; (c) are represented by counsel and have had sufficient

time to consult with counsel prior to signing this Agreement; (d) they have voluntarily entered into this Agreement or in the case of the Orangetown PBA and Rockland County PBA, acknowledging same; (e) they have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign; and (f) they have not relied upon any representation, statement, or omission, made by any of the other parties' agents or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

V. SEVERABILITY

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, under Federal, State, County or Local law or regulation, that part shall be deemed modified to the extent necessary to make it valid or operative, or lawful; or, if it cannot be so modified, then severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion so modified or eliminated.

VI. EXECUTION

This Agreement may be executed electronically/digitally, and transmitted to any other party via electronic mail or facsimile which electronic/digital signature, and email or fax, shall be deemed to be, and utilized in all respects as, an original executed document.

WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates indicated below, and effective as of January 1, 2022.

VILLAGE OF SOUTH NYACK

TOWN OF ORANGETOWN

BY: _____ Date: _____
Bonnie Christian
Village Mayor
VB Resolution No. _____

BY: _____ Date: _____
Teresa M. Kenny
Town Supervisor
TB Resolution No. _____

Date: _____
Daniel S. Wilson

Date: _____
Andrew D. Young

Date: _____
Ryan Eirand

ORANGETOWN PBA

ROCKLAND PBA

BY: _____ Date: _____

BY: _____ Date: _____

SOUTH NYACK PBA

BY: _____ Date: _____