

June 6, 2022

Ms. Jane Slavin, Director  
Town of Orangetown Building Department  
20 Greenbush Road  
Orangeburg, New York 10962

Dear Jane,

The purpose of this letter is to inform you of my official resignation from the Planning board, effective June 6, 2022. I have recently received the opportunity to retire from my position as a high school administrator, and based upon the terms of retirement in the New York State Teachers' Retirement System (NTSTRS) it is fiscally advantageous for me to resign from my position on the Planning Board.

I would like to take this opportunity to thank you as well as the rest of the members of the Town of Orangetown Planning Board, the Building Zoning and Planning Administration and Enforcement, and the other boards I have served on, for the privilege of serving the school district. Over the years I have had the privilege of working with knowledgeable, dedicated, committed, and passionate professionals. Additionally, my time on the Planning Board afforded me the opportunity to help preserve what makes Orangetown a special place to live.

While I wasn't planning on stepping away from the Planning Board, the opportunity to retire is best for me and my family. This is the sole reason I am resigning, and I would be open to serving in some position in the future, if the opportunity arises.

I wish you all the best for the future of our community. Please forward this letter to the members of the Town Board, along with my gratitude for the opportunity to serve.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Sweeney". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Stephen Sweeney

**THIRD AMENDED & RESTATED USE AGREEMENT**  
**BETWEEN THE TOWN OF ORANGETOWN**  
**and**  
**ORANGETOWN METRO SPORTS CLUB, INC.**  
**(Amended as of November \_\_\_\_, 2022)**

This Third Amended & Restated Use Agreement (the “**Agreement**”) by and between the Town of Orangetown, a municipal corporation (hereinafter referred to as the “**Town**”) with offices at 26 W. Orangeburg Road, Orangeburg, New York 10962 and Orangetown Metro Sports Club, Inc. (f/k/a Orangetown Mighty Midgets Athletic Club and hereinafter referred to as the “**OMSC**”), with offices at 175 Old Orangeburg Road, Orangeburg, New York, 10962, a not for profit corporation, for the use of the area of land and improvements located at 175 Old Orangeburg Road, Orangeburg, New York (hereinafter, the “**premises**”), so that OMSC may carry out a sports program for the community.

**BACKGROUND**

**WHEREAS**, in or about 2003, the Town acquired 348± surplus acres from the State of New York, of which a minimum of 216 acres was required to be used for community recreation and open space purposes; and

**WHEREAS**, in or about 2005, OMSC, as an established youth serving organization in the Orangetown community, proposed to utilize a portion of this land, together with the Town, in a manner that would provide a valuable public service to the residents, and, in particular, to the youth of the Town, offering both to improve the Town’s property, largely at its own cost and expense, and, thereafter, and thereon, to provide primarily for youth recreation opportunities to the Town’s youth, and others; and

**WHEREAS**, by resolution No. 558 of 2005, duly adopted the 12<sup>th</sup> day of September 2005, the Town, specifically recognizing the valuable public service and contribution to Orangetown recreation provided by the OMSC program on a town-wide basis and the need to provide recreation fields and facilities, the Town Board of the Town of Orangetown (“**Town Board**”), approved the execution of a Use Agreement to provide OMSC with the long term use of the premises to the extent permitted by New York State Law; and

**WHEREAS**, in recognition of the benefits secured to the Town by and under the said Use Agreement, and a desire to continue and expand the programs and facilities developed at the Rockland Psychiatric Center complex, on August 23, 2011, the Town Board, by resolution No. 472 of 2011, approved a First Amended Use Agreement between the Town and OMSC, as thereafter executed; and

**WHEREAS**, in the spirit of cooperation and as part of the Town’s efforts to address non-resident use at all of its recreational land and continued field development at the Rockland Psychiatric Center complex, on or about February 9, 2016, the Town Board, by resolution

No. 98 of 2016, approved a Second Amended Use Agreement between the Town and OMSC, as thereafter executed; and

**WHEREAS**, in the intervening years since the Use Agreement was first approved, OMSC, with the consent and approval of the Town, has made improvements to the Town fields and facilities at a cost to OMSC of more than \$4.4 million, allowing the fields and other on site community facilities to be used and enjoyed by young and old alike; and

**WHEREAS**, the Town and its residents have continued to receive the benefit of improvements installed by OMSC, and the complex is used by many different entities, including but not limited to, the Rockland County Board of Elections, senior citizen groups, and local colleges and high schools; and

**WHEREAS**, in furtherance of its mission of service to the Orangetown community, OMSC and the Town now wish to again amend the said Use Agreement, in the manner set forth herein,

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

#### **ARTICLE I**

##### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to:

1. Provide the terms and conditions under which OMSC can use the premises for practice, league activities, and tournament play.
2. Define operational and maintenance responsibilities of the parties.
3. Identify responsibility for costs and provide a process to provide improvements and upgrades.

The Second Amended Use Agreement, as described in the recitals, is superseded and replaced in its entirety by this Agreement and neither the Town nor OMSC shall have any obligations under such prior agreement, as referenced herein at Article XVIII (2)(e).

#### **ARTICLE II**

##### **LICENSE TO USE**

OMSC shall have use of all parts of the licensed premises subject to the following terms and conditions:

1. OMSC shall have the use of the licensed premises from March 1 through December 31 of each year for the purposes stated herein. Weather permitting, and subject to availability and the approval of the Town Superintendent of Parks and Recreation,

OMSC may use the turf fields during the months of January and February.

2. Notwithstanding the aforesaid, it is expressly understood that the Town shall always retain the right of first use of the facilities for the Town youth recreation programs that are run directly by or through the Orangetown Department of Parks and Recreation, as well as the field house and parking areas as may be deemed necessary by the Town, upon reasonable notice to OMSC.
3. OMSC shall make all decisions and determinations, in the first instance, regarding the cancellation of OMSC games or activities as the result of weather and/or field conditions. It is understood that, in doing so, OMSC will exercise sound judgment to prevent damage to the fields and injury to the players and personnel of the League. The Town reserves the right to cancel use of the fields due to inclement weather and/or poor field conditions.
4. The Town shall make all decisions and determinations concerning the cancellation of Town recreation program games or activities as a result of weather and/or field conditions. It is understood that the Town will exercise sound judgment to prevent damage to the fields and injury to players and persons using the fields.

### **ARTICLE III**

#### **EFFECTIVE DATE AND TERMINATION**

This Agreement is in the nature of a revocable license, effective upon adoption by the Town Board of the Town and the OMSC Board of Directors, and terminable by either party upon written notice of termination to the other.

Notwithstanding the aforesaid, recognizing the magnitude of the OMSC program and the number of resident youth serviced thereby, and the need for such a program to have a firm commitment as to the availability of fields at the outset of any given program year, the Town agrees that it will not revoke, or otherwise terminate, this license except upon sixty (60) days written notice, which shall not be effective until the last day of the season during which such notice shall have been given, unless a decision, order or judgment of a court of competent jurisdiction shall require that the license be terminated earlier.

Notwithstanding any prior agreements between the Town and OMSC to the contrary, in the event that the Town revokes this license, OMSC shall have no obligation to remove any previously-installed improvements and have no obligations for their maintenance or repair thereafter, unless caused by the intentional or willful acts of OMSC; and OMSC shall not be entitled to any payment, credit or right of recovery from the Town for any improvements installed, repaired or maintained by OMSC during the term of this agreement.



**ARTICLE IV**  
**PERMITTED USES**

Except as may be required for use by the Town for Town activities, OMSC shall be allowed the use of the identified premises use under the following conditions:

1. The land shall be used and occupied by OMSC for programs that are administered by OMSC including but not limited to programs for soccer, lacrosse, field hockey, flag football, and other sports-related programs, and activities related thereto, including but not limited to camps, tournaments, games, exhibitions, training, and classes. OMSC shall not use or permit the site to be used for any other purpose without the prior written approval of the Town Superintendent of Parks and Recreation. Related activities are further deemed to include, but are not necessarily limited to, OMSC sponsored events, such as camps, tournaments, games and exhibitions by NCAA “Friendlies” and visits from the United States National Team for which no fee shall be charged by OMSC..

The term “Friendlies” shall mean outside teams, principally at the college level, but may also include U.S. National Teams, which participate in OMSC sponsored events for the benefit of the OMSC Program, but shall not include teams of any type which use the Town facilities for the benefit of the outside team’s program.

All non-OMSC league events, including OMSC sponsored “Friendlies’ events, must be scheduled and permitted through the Town Department of Parks and Recreation. Permit fees shall be paid to the Town Department of Parks and Recreation in accordance with the Town’s Permit Fee schedule.

2. Within fourteen (14) days of the beginning of each season, OMSC will provide both the number of teams and participants in its league, and its schedule of games, to the extent then known, to the Town Superintendent of Parks and Recreation.
3. OMSC has furnished, installed and erected the following improvements to the premises; field house, storage sheds, field lighting, rest rooms, snack bar/refreshment stand, public announcement system, turf fields, an athletic store, scoreboards and bleachers. OMSC may continue to furnish, erect and install similar improvements. OMSC shall obtain approval from the Town Superintendent of Parks and Recreation before erecting additional physical improvements, which approval shall be in the sole discretion of the Town. The installation and/or erection of any such improvement shall be subject to all reasonable conditions that may be required or imposed by the Town (including but not limited to the Orangetown Building Department), or otherwise required under Federal, State or Local Law. In the event that OMSC determines that the useful life of any improvement on the premises has ended and such improvement requires replacing or removal, OMSC is not required to replace such improvement and may instead remove such improvement at its sole cost and expense, except for the requirement to replace playing fields and related drainage, field lighting and scoreboards, as set forth in Article VI(1)(e)(ii) The Town is under

no obligation to repair or replace any improvements installed by OMSC.

4. All such improvements once installed shall be gifts to the Town and shall become the property of the Town (at no cost or expense to the Town) and OMSC shall have no further rights to or a claim to ownership of such improvements. It is further understood and agreed that, in the event this license, or any provision of this license shall be declared invalid, or, in the event the Town shall revoke or otherwise terminate this license for any reason or no reason, OMSC shall not be entitled to a refund, reimbursement or other compensation for, or toward any improvements that it may have made or paid for to, on or relating to the premises.
5. OMSC shall pay for the actual cost of the electrical usage and water usage throughout the period of its use, i.e., during any month, or portion of any month, during which the OMSC program utilizes the premises.
6. The field house, snack bar/refreshment stand shall be equipped and maintained by OMSC which shall have the use thereof at all times subject to Article II(2) above. The hours of operation of the snack bar/refreshment stand shall be at the discretion of OMSC, but shall be subject to reasonable adjustments by the Town Superintendent of Park and Recreation.
7. Notwithstanding the provisions of Article IV(6), above, the Blauvelt/Orangeburg Senior Club shall have the use of the field house facility constructed on site for meetings and other activities on Thursday mornings and afternoons (except during the summer months when the OMSC camp programs are in session), and at such other times as the Town Superintendent of Parks and Recreation may approve in consultation with OMSC.

OMSC shall have no responsibility in connection with, or liability as a result of, the use by any boards of elections, senior clubs, or other non-OMSC user of the premises.

## **ARTICLE V**

### **OTHER IMPROVEMENTS**

Any other improvements proposed by OMSC must be approved by the Town Superintendent of Parks and Recreation. No improvements will be installed or provided by OMSC without the written permission of the Town. Any permanent improvements (or replacements thereof) made under this Article V or Article VI shall be considered a gift to the Town. Should an improvement be made without the permission of the Town, the Town has the right to direct OMSC to remove the improvement within thirty (30) days at OMSC's cost. If the improvement is not removed within 30 days, the Town may remove the improvement and bill OMSC for all related costs and will be entitled to full payment for those costs.

## ARTICLE VI

### MAINTENANCE AND REPLACEMENT OF IMPROVEMENTS

1. Maintenance by OMSC:

- a) The premises shall be maintained by OMSC throughout the entire year, at its own cost and expense, to a standard that takes into consideration the fact that the premises are a part of a Town owned facility serving the general public. Maintenance shall include, but not be limited to, field mowing and raking, cleaning of restrooms and field house.

Notwithstanding the aforesaid, the Town shall provide for (i) dumpster/litter barrels and the removal of all litter and trash from provided dumpsters; (ii) all major system repairs and replacements; and (iii) all snow plowing, as required, and related snow and ice removal from the sidewalk areas. The Town shall further provide two (2) port-o-johns on site at all times.

- b) The Town Superintendent of Parks and Recreation shall meet with the OMSC President each year to compile a list of items, which in the Town's opinion, need or are anticipated to need maintenance, and OMSC shall provide the needed maintenance.
- c) OMSC shall provide litter control to the licensed premises daily during the practice, league play and tournament season and shall keep the area free of litter. If the Town determines litter control is not being done effectively, the Town will provide 48 hours' notice to OMSC to clean up the litter. If it is not done satisfactorily, the Town will provide the service and bill OMSC for the cost of service and OMSC will pay all costs related to this service.
- d) Except as provided above and in paragraph (e) below, the Town shall be responsible for the repair or replacement of all improvements to the premises.
- e) Subject to Article VI(1)(a), OMSC for the full term of this Agreement shall be responsible for (i) maintaining and repairing the field house, pursuant to Article IV(3) and Article V above, which currently houses rest rooms, an athletic store, snack bar/refreshment stand, announcer's facility, storage, office and meeting rooms, and (ii) repairing and replacing any playing fields located on the premises with turf or grass fields and related drainage, as well as scoreboards and field lighting. In the event that OMSC determines that a previously installed field (currently all of which are turf but in the future may also include grass) requires replacement, said field(s) and related drainage may be replaced by OMSC with either turf or grass fields suitable for recreational sports activities. Nothing in this Agreement requires that any turf field be replaced by OMSC with new turf fields. Pursuant to Article IV(3) and Article V above, the intended replacement of any playing field and related drainage must be approved prior to installation, by the Town

Superintendent of Parks and Recreation and in writing by the Town.

- f) OMSC, on an annual basis, shall provide the Town with proof of the servicing of the ANSUL system in the kitchen and the building's sprinkler system.

2. Maintenance by OMSC to a higher standard:

OMSC may provide maintenance or services to a higher or more frequent standard than identified herein, providing OMSC assumes all related costs resulting from the higher or more frequent standard than identified and complies with any present or future federal, state, or Town laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

**ARTICLE VII**  
**FACILITIES' EXPENSES**

Although the Town recognizes that the programs operated by OMSC provide a significant recreational benefit to the residents of the Town, that OMSC has made both physical improvements to the Town owned facilities at significant cost to OMSC as an organization, as well as a significant commitment to the maintenance needs of the facilities in the future, the parties nevertheless agree, in view of the magnitude of the OMSC program, and the extent of its use of the facilities hereunder, that the operating expenses associated with the facilities should be borne by OMSC as follows:

	Town	OMSC
Electricity (Fields)	0%	100%
Electricity (Clubhouse)	0%	100%
Water costs (fields)	0%	100%
Water costs (field house)	0%	100%
Natural Gas	0%	100%
Irrigation System (open/close)	0%	100%
Building Contents Ins.	Each to insure its own contents*	

Where OMSC is fully responsible for a cost hereunder, such costs may be billed by the vendor directly to OMSC or by the vendor to the Town, which bill the Town will timely remit to OMSC, and in either case which OMSC shall timely pay; provided, however, where the vendor directly bills OMSC, OMSC shall provide copies of such bills, together with receipts, canceled checks, or other evidence of the payment thereof, upon request of the Town.

The Town will pick up and dispose of solid waste delivered by OMSC to the appropriate receptacles on site.

\* OMSC must otherwise meet the liability and other insurance obligations hereinafter set

forth and required under Article XIV.

### **ARTICLE VIII**

#### **PARKING AND TRAFFIC CONTROL**

Traffic and parking management and control: During league and tournament season, OMSC will assign as many members, of suitable age, of its organization as necessary to manage and control parking. OMSC shall make every reasonable effort to prevent cars from parking in any “No Parking” areas, to keep fire lanes and access for emergency vehicles clear, to minimize congestion in the parking lot(s), and to protect the handicapped parking spaces for appropriate use.

### **ARTICLE IX**

#### **RULES, LAWS AND ORDINANCES**

1. OMSC agrees to abide by and uphold the Laws and ordinances of the Town, laws of the State of New York, and the regulations and policies of the Town Parks and Recreation Department.
2. OMSC agrees to ensure that games are over and field lighting is turned off by 11:00 p.m. However, the Town retains the right to permit special recreational use after closing hours.
3. OMSC agrees to limit the use of the public address system to an acceptable level and at acceptable times.
4. OMSC agrees to abide by the laws of the Town and of the County of Rockland which regulates the operation of food and beverage serving facilities.

### **ARTICLE X**

#### **FUNDRAISING BY OMSC**

OMSC may make improvements to the premises as provided in Articles V and VI above by engaging in private fundraising. In connection with such fundraising efforts, OMSC shall be permitted to erect permanent donor plaques, the design and location of which shall be subject to Town approval.

### **ARTICLE XI**

#### **RIGHT TO ENTER**

The Town shall have the right to enter all facilities on the premises for any reasonable purpose including, but not limited to, safety inspections and ensuring code compliance.

**ARTICLE XII**  
**SCHEDULED MEETINGS**

A minimum of once per year, at a mutually convenient time during the winter, and prior to the commencement of the OMSC season, the OMSC President (or other OMSC designee) shall schedule and meet with the Town Superintendent of Parks and Recreation (or other Town designee) for purposes of, among other things, reviewing and planning; OMSC number of participants; maintenance needs; planned improvements; concerns, if any, expressed by abutting property owners; and policies and practices to be followed.

The parties shall also meet annually during the month of August (and otherwise as required) during the Town's regular budget cycle to discuss issues relating to capital, operational and other expenses of the facilities, known or anticipated, needed to be considered as part of the budget process.

**ARTICLE XIII**  
**NON-DISCRIMINATION**

OMSC agrees not to discriminate in providing its services consistent with all applicable Federal, State and Local Laws.

**ARTICLE XIV**  
**LIABILITY**

1. OMSC shall secure and maintain commercial general liability insurance for the entire term of this Agreement to cover all OMSC uses of the site and related uses. Said insurance shall be in the amount of not less than Two Million dollars (\$2,000,000) per occurrence. The Town shall be named additional insured for said policy or policies, and such policies shall provide for notice by the insurance company to the Town of any termination or cancellation of a policy at least thirty (30) days in advance.
2. The Town reserves the right to review and adjust the minimum amount of insurance coverage required of OMSC.

**ARTICLE XV**  
**AMENDMENTS/MODIFICATIONS**

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

**ARTICLE XVI**  
**INDEMNIFICATION**

OMSC shall indemnify and hold harmless the Town, its officers, agents, and employees or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of OMSC, its officers, agents, and employees, or any of them, in performing its obligations under this Agreement.

**ARTICLE XVII**  
**ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

**ARTICLE XVIII**  
**NON-RESIDENT POLICY**

1. OMSC agrees to comply with any Town policies regarding non-resident use of Town fields which may be in effect from time to time. Compliance with residency requirements shall be determined on the basis of OMSC's overall membership, and not by reference to an individual event. Specific reference is made to the most recent Town Parks and Recreation Field Use Policy ("Field Use Policy"), approved by Resolution No. 96 of 2016 of the Town Board, duly adopted on February 9, 2016, and as may be amended.
2. Non-resident Fee. OMSC agrees that in accordance with the aforementioned Field Use Policy, it shall charge a non-resident fee to all non-Town residents who play at the Town facility as a part of any OMSC Program, except that those who participate as a part of OMSC's Buddy Ball Program shall not be required to pay such additional fee.

The non-resident fee shall be 10% of the cost of enrollment in the Program in which the non-resident registers to participate and which fees shall be turned over to the Town in accordance with the Field Use Policy, subject to the conditions and exceptions set forth below.

- a. In full satisfaction of all of OMSC's obligations with respect to the Field Use Policy (including as described above), OMSC agrees that it shall remit to the Town the sum of \$80,000 (Eighty Thousand Dollars) representing the fees due to the Town by OMSC for permitting non-resident participation in OMSC programs ("Annual Non-resident Fee") for each year beginning with 2021, to be utilized by the Town for recreational purposes, in its sole

discretion, as it deems appropriate. **Notwithstanding that OMSC may allow non-resident participation in its programs, the Town acknowledges that OMSC has provided opportunities for all eligible Town youth to participate in recreational and travel programs such that any Town youth who wishes to participate in these programs shall be permitted to do so. OMSC agrees that it will continue to provide for such opportunities for any eligible Town youth to participate in one or more of OMSC's recreation and travel programs.**

- b. The Annual Non-resident Fee for each year shall be paid to the Town on or before April 1 following the end of such year, subject to Article XVIII(2)(c) below. For example, OMSC shall be required to pay the Annual Non-resident Fee for 2022, on or before April 1, 2023.
- c. Notwithstanding anything to the contrary in the foregoing, in recognition of the value and benefit realized by the Town from OMSC agreeing in this Agreement to take responsibility for the cost of maintenance, repair and replacement of playing fields and related drainage, scoreboards and field lighting on the premises as set forth in Article VI above (which maintained and/or replaced fields and improvements become and are the property of the Town pursuant to Article V above), the Annual Non-resident Fee each year will be reduced on a dollar-for-dollar basis by the total cumulative cost of all OMSC's capital expenditures on the premises, exclusive of repairs, routine maintenance, or equipment whether considered capital expenditures in the OMSC financial reports or not (e.g., reduction is for installations, , and/or replacements of any improvements on the premises, which are all owned by the Town) in each calendar year, commencing with improvements installed on or after January 1, 2021 (but only to the extent such costs and obligations have not been previously deducted from and reduced the Annual Non-resident Fee for a preceding year pursuant to this paragraph). The accumulation of credits for this purpose shall be limited to the six (6) previous years. (For example, any credit for improvements for the year 2028 shall go back no further than improvements installed and paid for by OMSC in 2023).
- d. Notwithstanding any such credit referenced in (c) above, in no event will the Non-resident Fee paid by OMSC to the Town for any year be less than \$12,000.00. As of the date of this Agreement, OMSC's capital expenditures since January 1, 2021 for which OMSC is entitled to a credit for its non-resident fee obligations under this Agreement total **\$480,000.00**.
- e. The parties agree therefore that OMSC's obligation for non-resident fees for 2021 are satisfied by granting a credit to OMSC from the capital expenditures referenced above of \$68,000.00, and payment to the Town of the sum of \$12,000.00. The balance of capital expenditures by OMSC that shall be credited towards non-resident fees carrying forward to 2022 therefore is \$412,000.00.



- f. Upon request, OMSC shall provide to the Town a list of its capital expenditures incurred on the premises for any calendar year (exclusive of repairs or equipment as referenced in (c) above), as well as proof of compliance with the Town non-resident Field Use Policy as contemplated by this Agreement.
- g. The parties agree that in consideration of OMSC agreeing to accept the responsibility for repair and replacement of playing fields and related drainage, field lighting and scoreboards at the complex, and in consideration of OMSC having replaced Field 1 in 2021 at no cost or expense to the Town as was otherwise the Town's obligation under the Second Amended Use Agreement, the non-resident fees for the year 2020 as required under the Second Amended Use Agreement are hereby deemed satisfied.

**ARTICLE XIX**  
**SEVERABILITY**

If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, the Town and OMSC have caused this Agreement to be executed in their respective names by their duly authorized officers and have cause this Agreement to be dated as of the \_\_\_ day of November, 2022.

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.

THE TOWN OF ORANGETOWN:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Teresa Kenny, Town Supervisor  
Town Board Resolution No. 2021-

ORANGETOWN METRO SPORTS CLUB, INC.:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gordon Miller, President



October 20, 2022

Via Email Only

Ms. Teresa Kenny, Supervisor  
C/o Rosanna Sfraga, Town Clerk  
Town of Orangetown  
26 Orangeburg Rd  
Orangeburg, NY 10962

**Re: Proposal for Professional Services**  
Parking Study & Recommendations  
Town of Orangetown, New York

Dear Supervisor Kenny,

Thank you for the opportunity to submit this proposal for services to assist the Town of Orangetown in preparing a South Nyack Parking Study. This important project will analyze and support the adoption of parking codes applicable to the new Hamlet of South Nyack.

Laberge Group presents this proposal as a framework upon which the Parking Study for the Hamlet of South Nyack may be based. Our objective is to build consensus for policy adoption using an online questionnaire and a public workshop, and by providing thoughtful responses to planning referrals and the public hearing input.

Based upon Laberge Group's recent experience working directly in Orangetown, including on the Village of South Nyack dissolution planning, we understand that the Town seeks assistance remedying inconsistencies in parking regulations that currently exist between the former Village and Town. With the dissolution of the Village, the regulation of streets and parking must be reviewed and adapted to facilitate the development of regulations that deliver more uniform treatment. These include, but are not limited to procedures and enforcement, while simultaneously protecting health and safety of residents and property owners.

This Parking Study will define parking and street characteristics and provide an analysis of the supply and demand for parking. The development of the Study will be guided by input from assigned Town officials and informed by input from the public. The Study will identify Town Code changes that are necessary to establish Town parking policies for the South Nyack Hamlet. It will examine alternative parking arrangements and thereby support effective and consistent management of streets and parking through code changes that will be presented for adoption.

Laberge Group is ready to support the need for ample parking, aid in uniform management and maintenance of Town roads, and support sustainable streets design, transportation, and land use. We thank you for the opportunity to submit our proposal, and are confident that the assembled team has the skills and experience to make this project a success.

Very truly yours,  
LABERGE GROUP

By: 

Richard F. Laberge, P.E.  
President

RFL:lms  
Enc.





# PARKING STUDY & RECOMMENDATIONS

TOWN OF ORANGETOWN

October 2022

Laberge  
ENGINEERING  
ARCHITECTURE



Group  
SURVEYING  
PLANNING

4 Computer Drive West • Albany, New York 12205  
(518) 458-7112 • [www.labergegroup.com](http://www.labergegroup.com)

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# SECTION 1: PROPONENT PROFILE



# FIRM OVERVIEW



Laberge Group partners with communities and private clients throughout New York State – solving their most difficult problems and capitalizing on their most promising opportunities through: **COLLABORATION, INNOVATIVE PROBLEM SOLVING, & EFFECTIVE IMPLEMENTATION.**

Since 1964, Laberge Group has partnered with communities and private clients throughout New York State – providing planning, funding procurement, economic development, engineering, architectural, government operations, and surveying solutions.

Our experienced project management, funding, design, and planning teams collaborate across disciplines to provide clients with creative, integrated, and distinctive solutions. This seamless partnership extends to our clients as well, and is an essential component in devising effective solutions that turn challenges into opportunities.

With more than 55 years of experience, we have established lasting client relationships, amassed a diverse portfolio of successfully completed projects, and established a proven track record of completing projects on time, within budget, and with exceptional service.

**Firm name**

Laberge Group

**Mailing address**

4 Computer Drive West  
Albany, New York 12205

**Telephone**

(518) 458-7112

**Primary Contact**

Ben Syden, AICP - Vice President  
bsyden@labergegroup.com  
(518) 458-7112

**Form of Organization**

Corporation

**Where Organized**

New York

**Principals and Officers**

Richard F. Laberge, P.E., President  
Ronald J. Laberge, P.E., Executive Vice President

**Firm Size**

35 employees

**Time in Operation**

55 years

## CORE SERVICES & AREAS OF EXPERTISE

### PLANNING

Land-Use and Zoning  
Regulation Development  
Comprehensive Plans  
Brownfield Planning  
Downtown Revitalization Plans  
Waterfront Revitalization Plans  
Community Development  
Strategic Plans  
Economic Development Plans  
Planning Board Review  
Public Outreach and  
Engagement

### GRANTS, FUNDING, AND COMMUNITY DEVELOPMENT

Grant and Funding Development  
Funding Analysis and  
Development of “Funding Quilt”  
Federal and State Funding  
Administration and Compliance  
ARPA Funding Maximization and  
Compliance

### ENGINEERING

Water Treatment, Storage  
and Transmission  
Wastewater Treatment and  
Collection  
Stormwater Management  
Street and Highway Design  
Access Management  
Site Design  
Corridor Delineation/Studies  
Facilities Design  
Capital Project Planning  
and Budgeting  
Waterfront Development  
Environmental Assessments

### ARCHITECTURE

Building Design  
Needs Assessments  
Interior Architecture and  
Space Planning  
Facility Evaluation

### GOVERNMENT OPERATIONS & EFFICIENCY

Organizational and Operational  
Assessments and Optimization  
Shared Service Studies and  
Implementation  
Village Dissolution Planning and  
Implementation  
Municipal Consolidation Planning  
and Implementation  
Special District Formation  
Special District Consolidation  
Countywide Shared Service  
Initiative Plans  
Municipal Diagnostic Services

### SURVEYING

Boundary Surveys  
Topographic Surveys  
Site Planning  
Land Subdivision



# ZONING & LAND USE

Municipalities that have a well designed comprehensive plan and land use regulations are the best equipped to attract investment, economic growth, and sustainable development. A community's commitment to a planning process that is accepted and upheld by all aspects of the community, including residents, businesses owners, local planning and zoning boards, and code enforcement officers will keep the community on track toward smart growth.

A diverse land use toolkit can be a vital tool to catalyze placemaking, support transformative development, and establish resiliency. Zoning codes can incentivize and streamline investment in target locations, forge a sense of place, and encourage market preferences for mixed-land uses that to generate investment in a community.

Land use regulations should be reflective of the particular community's planning goals and objectives, focusing on the local economy and the business environment, restoring neighborhood vitality, and improving the overall cultural and environmental life-experience of the community. Our approach to working with municipal leaders and local residents is always unique and tailored to the strengths, challenges, and goals of each community.

Services we provide include:


- ▶ Zoning ordinance/law development and amendments
- ▶ Form-based codes
- ▶ Design guidelines
- ▶ Sustainable policies (i.e. solar and wind)
- ▶ Environmental protection regulations
- ▶ Land use/development feasibility studies and analyses
- ▶ Incentive and inclusionary zoning policies
- ▶ Variances
- ▶ Site plan, subdivision, conservation subdivision and clustering review, design and policy development
- ▶ Historic district development
- ▶ Brownfield redevelopment
- ▶ Preparation of zoning by-laws and amendments
- ▶ Special studies
- ▶ Zoning District and Future Land Use mapping
- ▶ Planning Board and Zoning Board consulting
- ▶ SEQRA compliance

**§ 285-168. Mixed-Use Civic Core (MU-CC).**


**A. Overview.**

- 1) The Mixed-Use Civic Core District is the location of the City's most important civic spaces, including the Cohoes Music Hall, Cohoes City Hall, the Cohoes Community Center, and the Cayuga Plaza Senior Apartments. Form and Placement of future buildings should complement that of the Cohoes Music Hall, including having a minimal setback, an architecturally significant facade, and should not exceed the Music Hall in height.
- 2) The civic center of the City should be amenable to pedestrians and cyclists by providing appropriate street furniture and bicycle parking. The uses of the buildings should also be complementary to the Music Hall including mainly mixed use structures that can provide a high density of retail, office, and housing options.


**B. Examples.**




*All development in the Civic Core should have proper scaling and minimal setbacks, interesting architectural features and facades.*



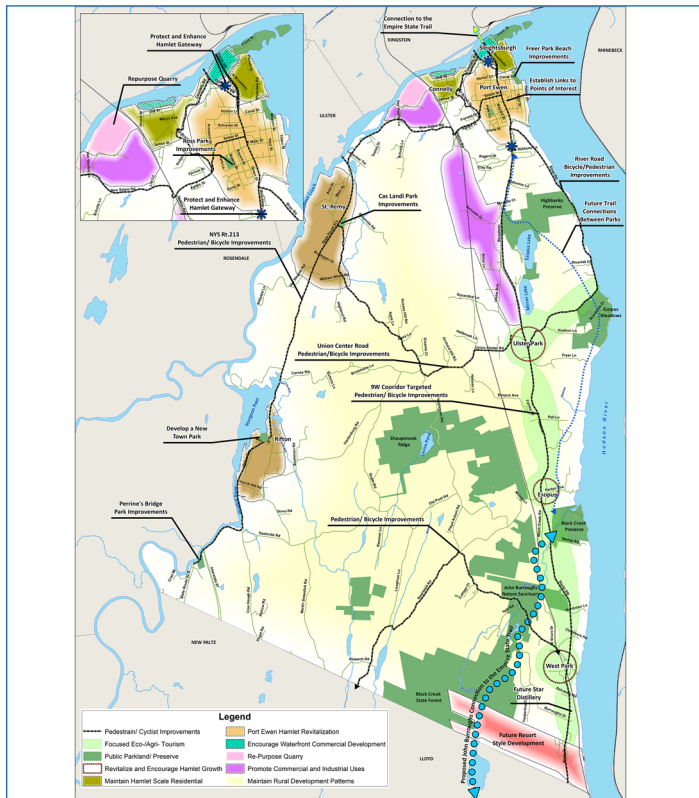
*Consistent first floor retail with a variety of upper level uses.*



*A mix of storefronts adds character to an otherwise bland building facade.*



*Large shopfront windows provide interesting views for pedestrians.*



## COMPREHENSIVE PLANNING SERVICES

Laberge Group’s experienced team of planners have successfully partnered with communities throughout New York State to develop effective and impactful Comprehensive Plans. Our team collaborates with elected officials, community leaders, stakeholders, business owners, and residents to establish a common vision for the future of their municipality and develop specific strategies to attain that vision.

While each Comprehensive Plan is developed to meet the unique needs of each client community, common elements include tools to effectively address needs, including:

- ▶ A vibrant local economy to provide jobs and wealth;
- ▶ A safe and healthy local environment with well-designed public and green spaces;
- ▶ Engagement and participation of residents, groups and businesses, especially in the planning design, and long-term stewardship of their community;
- ▶ Diversified agriculture and agribusiness opportunities to capitalize on market driven opportunities;
- ▶ Good public transportation and other transportation infrastructure (i.e. sidewalks, streetscape, and state-of-the-art traffic control systems) both within the Town and linked to the region;
- ▶ Buildings that can meet different needs over time and that minimize the use of resources;
- ▶ A well-integrated mix of housing types to support a range of household sizes, ages, and incomes;
- ▶ Quality services, including recreation, education, training, health care, and community facilities;
- ▶ A diverse and vibrant local culture that encourages pride in the community and cohesion within it; and
- ▶ A ‘sense of place’.

### UNDERSTANDING OF EACH COMMUNITY’S UNIQUE CHARACTER, CHALLENGES, AND OPPORTUNITIES

A thorough, fact-based understanding of the community is critical to the development of an effective Comprehensive Plan. Laberge Group’s planning professionals begin by implementing proven strategies to gain an understanding of unique community characteristics and current conditions, including a professional assessment of

housing options, economic climate, neighborhood vitality, cultural and environmental assets, land management, infrastructure, community resources, and much more.

### INCLUSIVE & EFFECTIVE PLANNING PROCESS

Equally important to the planning process is an effective public engagement strategy that fosters inclusivity and maximizes participation. Robust participation ensures that the resulting plan represents the priorities of constituents including residents, businesses, developers, and other stakeholders, as well as elected officials. A well-executed public engagement process helps build the consensus that is critical to both establishing a unified vision and to generating support for implementing the Plan’s recommendations.

### FOCUS ON INNOVATION & IMPLEMENTATION

Laberge Group’s experienced planning professionals are adept at leveraging years of experience and best-practices knowledge to distilling this information and use it to inform the development of innovative and implementable plans. Each plan incorporates a detailed “Blueprint for Action” – an implementation matrix that stipulates specific projects and identifies the team members, resources, timeframes, performance measures, and funding sources required to bring these projects to fruition.

Once adopted, a well-framed Comprehensive Plan is a user-friendly and implementable tool for addressing change, facing challenges, and leveraging opportunities. The plan acts as a foundation for:

- ▶ Development of municipal codes, including zoning and land use codes,
- ▶ Investments in public infrastructure and other capital projects,
- ▶ Economic development and other community building programs,
- ▶ Natural resource use and protection policies, and
- ▶ Housing policy and other issues.

# COMMUNITY ENGAGEMENT

Laberge Group has extensive experience in developing and implementing multi-faceted community engagement programs that have proven effective in maximizing participation, soliciting meaningful input, and building consensus. We have researched and developed multi-media presentations, graphic representations, models, speeches for local officials, and other pertinent tools for governmental information meetings and public hearings. Throughout our firm’s history, we have provided these services for Planning, Transportation, Wastewater, Water, and Parks and Recreational projects. In addition, our expert staff has been retained to train municipal leaders in the public participation process.

Laberge Group utilizes a variety of public outreach formats, tailored to the needs of each client and the objectives of each project. These include, but are not limited to:

- ▶ **Community Visioning Workshops:** Laberge Group assists participants in articulating a “preferred future” or “vision” for their community.
- ▶ **Survey Development and Analysis:** Laberge Group develops both online and written surveys that are disseminated to residents or business owners to understand the needs of the community. Laberge Group tabulates the findings and presents the results to the community.
- ▶ **Focus Groups:** Groups of stakeholders with common interests are identified, such as downtown business owners or community groups, and invited to participate in focused discussions on specific topics (e.g. economic development, transportation, land use and zoning, and/or open space preservation, etc). These discussions focus on identifying current problems and brainstorming potential solutions.
- ▶ **Design Charettes:** A charrette is a carefully managed, collaborative design process aimed at providing a proposal that reflects the input and the approval of all participants.
- ▶ **Stakeholder Interviews:** Stakeholders, identified early in the planning process, include a mix of property owners, local developers, employers, business owners, community groups, residents, and governmental agencies. Stakeholder interviews gather supplemental information to build consensus.





## REMOTE ENGAGEMENT TOOLS

Laberge Group’s experienced public engagement professionals deploy numerous remote tools to determine priorities of stakeholders, build consensus, establish a cohesive future vision for the community, and build a foundation for success during the project implementation phase. The following tools support disseminating information, delivering presentations, conducting roundtable breakout sessions, and soliciting public input.

### LIVE VIRTUAL ENGAGEMENT

With the use of Zoom in conjunction with Facebook Live for public information sessions, either on their own or in conjunction with in-person events, we have expanded the reach of public engagement, tapped strong participation, and captured robust community input. These virtual public outreach events include live presentations, break-out discussion sessions, real-time Q&A, and polling.

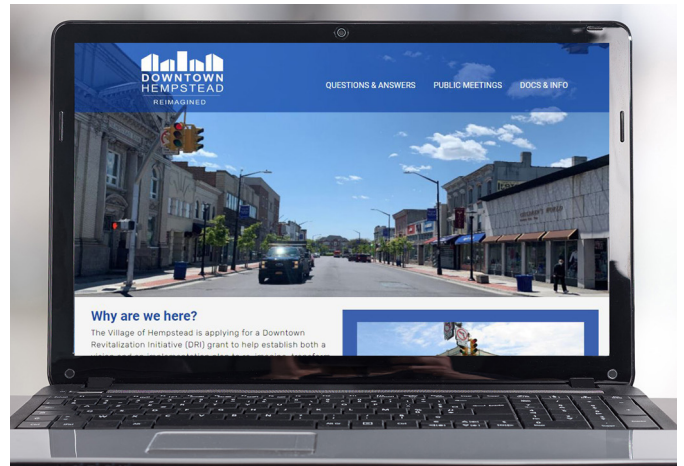


### RECORDED PRESENTATIONS

We have also noted an impressive turnout in members of the public watching recorded meetings subsequently post-

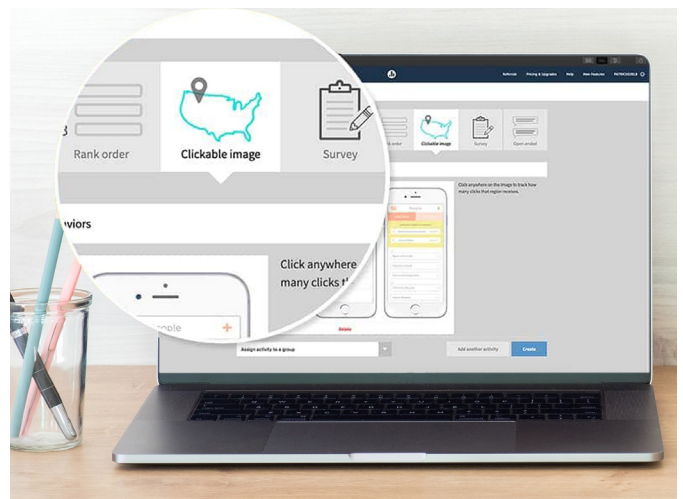


ed on Facebook, YouTube, or project websites. By supplementing those recordings with a worksheet soliciting input, we are able to encourage engagement from people who were not able to attend the online meeting in real-time.



### DEDICATED PROJECT WEBSITES

Dedicated project websites have become an important and effective tool for providing stakeholders and citizens with up-to-date project information, announcements, and event notices. Q&A forums have also proven to be an accessible and effective means of engaging the public in active dialog, sharing information, and dispelling misconceptions.



### LIVE-POLLING AND INPUT OPPORTUNITIES

Polling and input platforms enable interactions that span the range from simple fill-in forms to and multiple-choice surveys to live word clouds and clickable images. Data is easily captured for analysis.

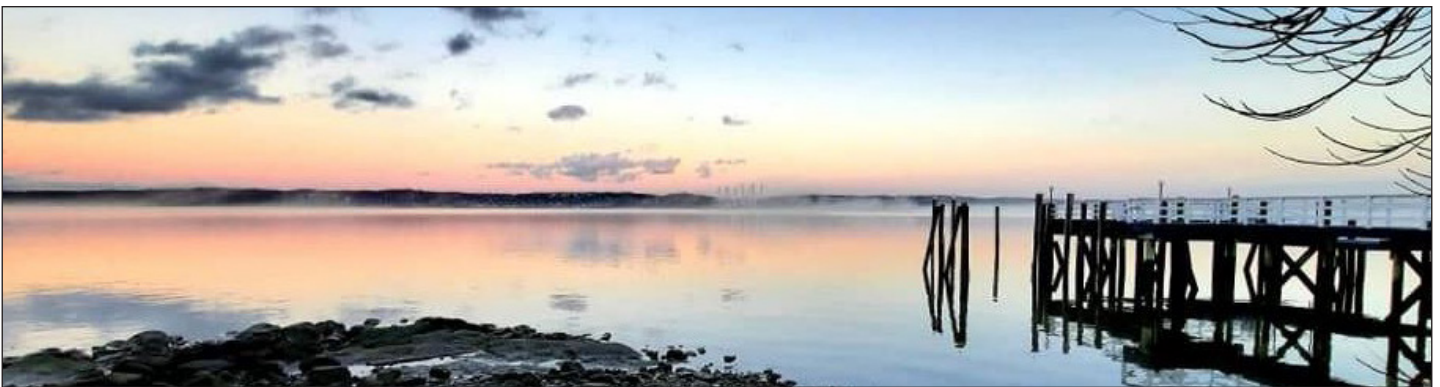
## SECTION 2: RECENT EXPERIENCE

## RECENT RELEVANT EXPERIENCE

The team assembled by Laberge Group to partner with the Town of Orangetown on the development of a Parking Study has the requisite experience and expertise to make this project a success for the Town and its residents. As demonstrated in the experience presented in the following pages, the team is adept at:

- ▶ Defining parking and street characteristics;
- ▶ Analyzing supply and demand for parking;
- ▶ Developing parking strategies tailored to achieve municipal objectives; and
- ▶ Writing the necessary code revisions to support those strategies on the policy level.

In addition, members of this team were instrumental in the development of the Village of South Nyack Dissolution Plan and have worked with the Town of Orangetown as the Town navigates the challenges of dissolution. This partnership has allowed us to gain an understanding of the needs and concerns of both the Town and the former Village. In addition, the development of hybrid zoning amendments required to incorporate the former Village of South Nyack into the Town of Orangetown has given this team a deep and nuanced understanding of both codes, which will be extremely valuable in the development of code revisions to support the strategies resulting from the Parking Study.





## BENJAMIN H. SYDEN, AICP

### VICE PRESIDENT

Mr. Syden has almost 25 years of experience with New York State municipalities in the areas of government operations and efficiency, including municipal consolidation, dissolution, and shared-services studies and implementation. He also brings extensive experience in economic and community development, land use regulations, downtown revitalization, comprehensive planning, corridor management, program development, and grant writing and management. Mr. Syden has overseen the development of over 140 community planning projects and has assisted clients in securing over \$300 million in funding for their communities. Mr. Syden is a frequent facilitator, author, and guest speaker on the topics of economic development, government efficiency, and shared services. He brings a unique twist on the concept of a "government do-over day" for New York State's municipalities.

#### Education

Master of Planning (M.R.P.)  
University of Albany, NY, 1996  
Bachelor of Arts Political Science (B.A.)  
University of Albany, NY, 1993

#### Professional Affiliations & Certifications

American Institute of Certified Planners (AICP)  
American Planning Association  
NY State Upstate Chapter of the American Planning Association - Former Co-Director of Legislative Affairs  
Capital District Planners Association  
NY State Economic Development Council  
Town of Colonie Industrial Development Agency - Vice Chair Board of Directors  
Town of Colonie Local Development Corporation - Board of Directors  
Albany County Planning Board (former)

#### Publications & Presentations

**Brookhaven United – Lessons and Takeaways from the \$19.7 Million Award Winning Municipal Consolidation and Efficiency Competition**, Association of Towns Annual Conference, 2019

**Bumps, Bruises and the Pitfalls of Village Dissolution**, Talk of the Towns, Association of the Towns of the State of NY, February 2017

**Moving the Barometer: Overcoming Barriers to Shared Services in Local Government**, Talk of the Towns, Association of the Towns of the State of NY 2015

**Shared Services: Does It Make Sense or Cents**, Association of Towns of the State of NY Finance School, 2011, NY Planning Federation, 2011

**One Size Does Not Fit All: Chemung County's Hybrid Approach to Shared Highway Services**, Talk of the Towns, Association of the Towns of the State of NY, January/February 2011

**Parks and Recreation Plans: Balancing the Wish List**, Talk of the Towns, Association of the Towns of the State of NY, January/February 2010

#### KEY PROJECTS:

##### ZONING/LAND USE/DESIGN GUIDELINES

- Zoning Law Revisions - Town of Orangetown, NY
- Zoning and Subdivision Regulations - Town of Beekman, NY
- Zoning and Land Use Regulations - Town of Ledyard, New London County, CT
- Zoning Law Revisions - City of Cohoes, NY
- Zoning Law - Town of Brunswick, NY
- Zoning Law - Town of Beekman, NY
- Zoning Law - Village of Coeymans, NY
- Zoning Law - Village of Stillwater, NY
- Design Guidelines - City of Fulton, NY
- Design Guidelines - Town of Ledyard, New London County, CT
- Design Guidelines - Village of Watkins Glen, NY
- Professional Services for Planning Board, Land Use & Zoning - Town of Ramapo, NY
- Administrative Review of Ramapo Building Permit Practice - Town of Ramapo, NY

##### LOCAL GOVERNMENT EFFICIENCY STUDIES & IMPLEMENTATION

- County-Wide Shared Services Initiative - Putnam County, NY
- County-Wide Shared Services Initiative - Hamilton County, NY
- County-Wide Shared Services Initiative - Rensselaer County, NY
- Dissolution Implementation - Town of Van Etten, NY
- Dissolution Plan - Village of South Nyack, NY
- Dissolution Plan - Village of Port Henry, NY
- Dissolution Plan - Village of Macedon, NY
- Dissolution Plan - Village of Mastic Beach, NY
- Dissolution Plan and Report - Village of Salem, NY
- Dissolution Implementation - Village of Salem, NY
- Dissolution Implementation - Town of Moriah, NY
- Municipal Consolidation and Efficiency "Brookhaven United" Plan - Town of Brookhaven, NY
- Consolidation / Shared Services Feasibility Study - Town of Ramapo, NY
- Functional Water District Consolidation Study - Columbia County, NY
- Highway Department Consolidation Study - Towns of Deposit, Sanford and Village of Deposit, NY
- Police Consolidation Feasibility Study & Implementation Plan - Town & Village of Chester, NY
- Police Department Consolidation Feasibility Study, West and East Goshen & Westtown, PA
- DPW Consolidation/Joint Motorpool Facility Feasibility Study - Town & Village of Lake George, NY
- County Shared Highway Services Study - Albany, NY
- County Highway Shared Services Study - Chemung County, NY
- Tri-Agency Recreation Shared Services Feasibility Study - Villages of Tarrytown and Sleepy Hollow and Public Schools of the Tarrytown, NY
- Shared Highway and Municipal Offices Feasibility Study, Town of Broome, NY





## NICOLE T. ALLEN, AICP

### DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

Ms. Allen directs all planning, grants, and community development projects and staff. She is a seasoned manager with more than 20 years of experience. She has developed and managed a wide range of planning projects, including: comprehensive plans; waterfront revitalization plans; brownfield redevelopment plans; “town center” plans; “complete street” policies; government efficiency studies; economic and community development strategies; zoning regulations; and design guidelines. Ms. Allen has assisted numerous communities with zoning reviews and code revisions, and has served as a planning consultant to numerous municipal boards to oversee the site plan and subdivision plan review processes. In addition, she is a frequent author of articles in local government trade publications and a sought-after presenter at state-wide conferences on a variety of topics, including zoning law.

#### Education

Master of Regional Planning (M.R.P.)  
University of Albany, Albany, NY, 2000  
Bachelor of Arts Environmental Design (B.A.)  
University of Buffalo, Buffalo, NY, 1998

#### Professional Affiliations & Certifications

American Institute of Certified Planners (AICP)  
American Planning Association  
NYS Upstate Chapter of American Planning Association  
Capital District Planners Association

#### Publications & Presentations

**Accessory Dwelling Units as Affordable Housing**, New York Planning Federation and American Planning Association Upstate NY Chapter Joint Planning Conference, 2021

**ARPA - Maximizing a Once in a Lifetime Opportunity**, Talk of the Towns, Association of the Towns of the State of NY, 2021

**Things I Wish I Knew - a Quick Reference Guide for New Planning Board Members**, Planning News, New York Planning Federation, 2021

**The What, Why, and How of Site Plan Review**, Association of the Towns of the State of NY, AOT Annual Conference, 2021

**That's Not What I Thought it Would Look Like - Common Mistakes and Mishaps of Site Plan Review**, New York Planning Federation Planning Conference Webinar, 2021

**Creating Age-Friendly Communities - a Billion Dollar Investment**, Talk of the Towns, Association of the Towns of the State of NY, 2020

**How to Make Your Project Fundable**, Talk of the Towns, Association of the Towns of the State of NY, 2019

**Developing Your Funding Plan for Project Implementation**, Talk of the Towns, Association of the Towns of the State of NY, 2018

**Sustainable Comprehensive Plans: A Worth while Commitment**, Talk of the Towns, Association of the Towns of the State of NY, 2016

**Open for Agribusiness**, Talk of the Towns, Association of the Towns of the State of NY, 2014

**Is Your Community a Hotspot? Rural Municipal Wi-Fi as an Economic Anchor**, Talk of the Towns, Association of the Towns of the State of NY, 2014

**Is Your Community Ready To Compete? The Lombardi Approach to Grant Development**, Talk of the Towns, Association of the Towns of the State of NY, 2014

#### KEY PROJECTS:

##### ZONING & LAND USE

- Zoning Law - Town of Schodack, NY
- Zoning Law Revisions - Town of Orangetown, NY
- Zoning Law Revisions - Town of Esopus, NY
- Zoning Law Revisions - City of Cohoes, NY
- Zoning Law Revisions - Town of Highland, NY
- Zoning Law Revisions - Dover Kohl, City of Kingston, NY
- Zoning Law - Town of Brunswick, NY
- Zoning Law Revisions - Town of North Greenbush, NY
- Main Avenue & Route 4 Design Guidelines - Town of North Greenbush, NY
- Zoning Law - Town of Arietta, NY
- Zoning Law - Town of Beekman, NY
- Zoning Law - Village of Coeymans, NY
- Zoning Law - Village of Stillwater, NY
- Zoning Law Amendments - Town of Salem, NY
- RCIDA Land Use Barriers - City of Rensselaer, NY

##### COMPREHENSIVE, WATERFRONT, & RECREATIONAL PLANNING

- Comprehensive Plan - Town of Kingsbury, NY
- Comprehensive Plan - City of Dunkirk, NY
- Comprehensive Plan - Town of Esopus, NY
- Comprehensive Plan - Town of Hoosick, NY
- Comprehensive Plan & Revitalization Strategy - Town of Sand Lake, NY
- Comprehensive Plan - Town of Arietta, NY
- Comprehensive Plan - Town of Beekman, NY
- Comprehensive Plan - Town of Coeymans, NY
- Comprehensive Plan - Town of North Greenbush, NY
- Comprehensive Plan - Town of Schodack, NY
- Comprehensive Plan - Town of Webb, Old Forge, NY
- Comprehensive Plan - Village of Horseheads, NY
- Comprehensive Plan - Village of Port Chester, NY
- Comprehensive Plan - City of Cohoes, NY

##### STRATEGIC & ECONOMIC DEVELOPMENT PLANNING

- Town Center Plan - Town of Schodack, NY
- Complete Street Plan & Policy – Town of Davenport, NY
- Community Development Strategic Plan – Town of Madrid, NY
- Economic Development Strategy – Village of Coeymans, NY
- Community Strategic Plan – Village of St. Johnsville, NY
- Complete Streets Plans & Policies – Villages of Schoharie, Sharon Springs, Middleburgh, Richmondville, & Cobleskill; Towns of Blenheim and Jefferson - Schoharie County, NY
- Economic Development Strategy - Washington County, NY





## DAVID P. GILMOUR, AICP

### SENIOR PLANNER

Mr. Gilmour, AICP, has over 25 years of experience in community planning. He specializes in healthy and sustainable communities, all aspects of long-range and capital planning, planning and zoning, recreation programming, and hazard mitigation. He possesses in-depth expertise in NEPA and SEQRA processes. Mr. Gilmour's municipal- and regional-level experience includes coastal resource management and resiliency; master planning; transportation analysis and complete streets programming; watershed planning; and smart growth oriented land use policy formation. Mr. Gilmour has developed expertise in permit streamlining, development review for planning boards, and municipal stormwater and sanitary sewer planning.

#### Education

Master of Community Planning, Honors  
University of Rhode Island

Bachelor of Science, Political Science, Honors  
Northeastern University

#### Professional Affiliations & Certifications

Certificate of Public Health,  
Harvard University Extension School

American Institute of Certified Planners, & NY  
Metro Chapter American Planning Association  
- West Section Director 2012-15

Climate Reality Institute Leadership Corps

Project Management Institute - Ongoing

Town of New Paltz Historic Preservation  
Commission - Commissioner 2007- 2015

New Paltz Rotary 2008 - 2011

#### KEY PROJECTS:

##### SELECT LAND USE AND REGULATIONS

- Zoning Law Revisions - Town of Orangetown, NY
- Zoning Review and Analysis, Draft Form-Based Code, GEIS - City of Kingston, NY
- Zoning Laws / Design Guidelines - Multiple NY Communities\*
- Growth Management Codes, Municipal Land Use Reviews - City of Nashua, NH\*

##### COMPREHENSIVE, STRATEGIC, AND ECONOMIC DEVELOPMENT PLANNING

- Comprehensive Plan - Village of New Hempstead, NY
- Comprehensive, housing, and wastewater plans - City of Gloucester, MA\*
- Agricultural economic development planning, programming, and CDBG projects - City of Nashua, NH\*

##### ENVIRONMENTAL, GREEN INFRASTRUCTURE, AND CLIMATE RESILIENCY PLANNING AND IMPLEMENTATION

- Climate Resiliency and Water District Planning - Town of Black Brook, NY
- Wetland Restoration and Climate Resiliency Program Design and Implementation - City of Gloucester, MA\*
- Site-specific environmental reviews, including NEPA assessments, categorical, emergency, and exempt ERRs per CEQ, HUD, FEMA, and FCC protocols.\*
- Environmental Studies Generating Floodplain, Coastal Zone, Wetland, Ecological Contamination, And Historic/Archaeological Properties Screenings, Notices, Findings, And Fund Releases For 180 Cases/Year\*
- Municipal Planning for projects involving green infrastructure, sanitary sewer long-term control, wastewater treatment plant hardening, sidewalks, and parks and trails improvements - Multiple NY Communities\*

##### SELECT MUNICIPAL PLANNING AND PROJECTS

- South Nyack Dissolution Plan - Village of South Nyack, NY
- American Rescue Plan Act (ARPA) Project Planning, Leveraging Funding Plan, Public Participation, and Regulatory Compliance - City of Kingston, NY
- Union Road Sidewalk Project - Village of New Hempstead, NY
- Recreation Plans, Watershed Protection Projects, Strategic Plans, Needs Assessment, and Feasibility Analysis - Multiple NY Communities\*
- Downtown Improvement projects - Shirley Village Partnership\*
- Wastewater Engineering and Compliance Consulting - Practical Applications Inc.\*

##### SELECT GRANTS AND FUNDING

- Downtown Revitalization Initiative (DRI), Village of Hempstead, NY
- Union Road Sidewalk Project Planning & Climate Smart Communities Grant Application - Village of New Hempstead, NY
- Local Waterfront Revitalization Program Grant - Town of Yorktown, NY
- Grant Development and Administration for projects involving green infrastructure, sanitary sewer long-term control, wastewater treatment plant hardening, sidewalks, and parks and trails improvements - Multiple NY Communities

# PARKING STUDY & RECOMMENDATIONS

## VILLAGE OF PORT CHESTER

WESTCHESTER COUNTY, NEW YORK

Laberge Group was retained by the Village of Port Chester to develop a Downtown Parking Study as part of a Comprehensive Plan Update. The objectives of the Study were to:

- ▶ Collect baseline parking data and evaluate existing Downtown parking conditions;
- ▶ Analyze supply and demand for parking;
- ▶ Review and analyze Downtown parking policies and regulations;
- ▶ Conduct a community workshop to obtain public input and encourage discussion; and
- ▶ Formulate interim and comprehensive parking strategies and solutions designed to meet municipal objectives.
- ▶ Provide code revisions necessary to support the proposed strategies.



A multi-day survey of the overall number of public parking spaces and usage was undertaken by the Village Police Department to track availability of parking spaces in municipal lots, private lots, and on-street spaces at various locations throughout the study area. Additional data gathered included:

- ▶ Street-sweeping schedules and other maintenance tasks that would impact daytime and over-night parking.
- ▶ Revenue collected from parking meters as well as cost to deploy DPW staff for meter collections.



Subsequent to analysis of this data, Laberge Group reviewed Downtown parking policies and recommend regulatory revisions; conducted a community workshop to obtain public input on Downtown parking; and formulated parking strategies, both short and long term, for implementation. Recommendations formulated in collaboration with the Village and incorporating input from the public included:

**CONTACT:**  
**Anthony Cerreto**  
**Village Attorney**  
**914.939.5208**

- ▶ Re-designating meter time limits in several locations.
- ▶ Increasing meter rates to prevailing rates within the region.
- ▶ Establishing consistency in meters and improve signage and pavement markings.
- ▶ Prioritizing enforcement of parking violations.
- ▶ Amending Village Zoning Code to accommodate strategic recommendations.
- ▶ Developing a multilevel parking structure to provide the capacity and the flexibility necessary to allow Downtown to continue to prosper.

# ZONING REGULATIONS TOWN OF SCHODACK

RENSSELAER COUNTY, NEW YORK

Laberge Group was retained by the Town of Schodack to update the Town's Zoning Code. The zoning update included two phases:

- ▶ Phase 1 - Diagnostic review of the code
- ▶ Phase 2 - The amendment process

## PHASE I – CODE DIAGNOSTIC REVIEW

Laberge Group and the Zoning Committee worked together to review the Zoning Code, Subdivision Code & Planning Documents and compile list of items to be addressed. The code diagnosis process included the following:

- ▶ Issues/inconsistencies
- ▶ Potential solutions
- ▶ Best practices
- ▶ Optional tools/regulations

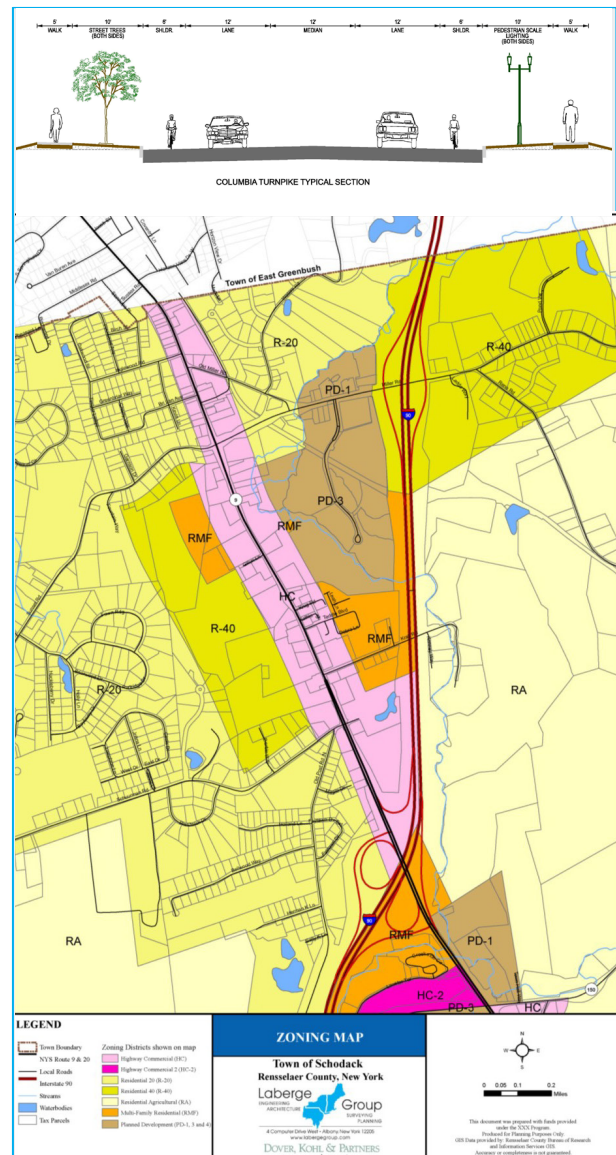
Following a review of the code, Laberge Group presented the recommendations to the Town Board. The meeting objectives with the Town Board included:

- ▶ Finalize code diagnostics
- ▶ Identify hot topics
- ▶ Identify priorities and proposed sequence of amendments
- ▶ Establish timeline for implementation
- ▶ Authorize zoning committee to initiate Phase 2

## PHASE 2 – ZONING CODE AMENDMENTS

Upon the Town Board's review of the issues, Laberge Group and the Zoning Committee systematically worked together to implement a series of updates and amendments to Chapter 219 of the Town of Schodack Zoning. Draft Amendments were shared with the Planning Board and the Zoning Board of Appeals for review. Following any input and revisions from the municipal boards, Laberge Group worked directly with the Town Board and the designated attorney to finalize the draft amendments. The amendments included updates to definitions, area and bulk regulations, use tables, solar regulations, special use permitting processes, site plan regulations, and other supplemental regulations to improve and modernize the code.

Laberge Group's previous planning efforts for the Town of Schodack included the Town's Comprehensive Plan, and Town Center Plan. This strong relationship between municipality, citizens, and consultant provided Laberge Group with intimate knowledge of the community's goals and vision. The zoning code update aimed to encourage sustainable development through procedural changes, while maintaining the community's character. The new zoning code allows the Town to implement the goals envisioned within the Comprehensive and Town Center Plans.



**CONTACT:**  
Charles Peter  
Supervisor  
518.477.7938



# COMPREHENSIVE PLAN & LAND USE REGULATION UPDATE TOWN OF ESOPUS

ULSTER COUNTY, NEW YORK



Laberge Group was retained by the Town of Esopus to assist in updating the Town’s Comprehensive Plan and subsequently to revise zoning and land use regulations to support the Plan once approved. In order to understand current conditions and prepare for future growth and development, Town of Esopus officials recognized the need to prepare a new Comprehensive Plan. The resulting Plan establishes the community’s Vision, identifies development and revitalization goals, specifies recommendations to achieve those goals, and provides implementation steps associated with each recommendation.

**CONTACT:**  
**Mr. Jared Geuss**  
**Town Supervisor**  
**845.331.0676**

## COMPREHENSIVE PLAN DEVELOPMENT

Esopus continues to face increasing development pressures that are projected to continue as the Town’s growth rate is expected to outpace that of the County. While Esopus is well-positioned to take advantage of its waterfront setting and projected population growth, it continues to face several challenges, including limited public waterfront access, the near absence of economically-beneficial commercial/tourism-related uses, and a lack of large-scale employers. Through the Comprehensive Plan, the Town seeks to build on its many assets to revitalize its core hamlet areas, embrace agri- and eco-tourism opportunities, increase and improve the local commercial and industrial tax base, and improve employment and housing opportunities.

The newly adopted Plan is a result of focused Town leadership and a robust public outreach strategy. The multi-tiered public outreach effort was instrumental in determining public opinions and attitudes regarding current challenges and unmet opportunities.

## ZONING AND LAND USE REGULATION REVIEW, REVISION, AND WRITING

Based on zoning and land use and regulatory issues identified during the process of developing the Comprehensive Plan, Laberge Group partnered with the Town of Esopus to develop and approve targeted revisions to regulations related to unsafe buildings, garbage, junkyards, lawn maintenance, abandoned vehicles, the Waterfront Advisory Board, the Waterfront Revitalization Program, group homes, and solar and noise regulations.

# COMPREHENSIVE PLAN & FORM BASED CODE CITY OF COHOES

ALBANY COUNTY, NEW YORK



Laberge Group was retained by the City of Cohoes to update its Comprehensive Plan and make corresponding changes to its Zoning Ordinance. This work entailed consolidating and updating plans and studies, and ensuring consistency with both the Economic Development Council Sustainability Plan and the Capital Region Sustainability Plan. Laberge Group also assisted in engaging the Cohoes community through interviews with City officials and staff, specialized focus groups, public workshops and meetings to get their ideas and feedback on preliminary concepts.

**CONTACT:**  
Ms. Melissa Cherubino  
Former City Planner  
518.322.0110

## COMPREHENSIVE PLAN DEVELOPMENT

Laberge Group collaborated with the City of Cohoes to develop the Comprehensive Plan around “smart growth” principles which include: compact growth, mixing land uses, creating a range of housing choice, providing a variety of transportation options, preserving and creating open space, fostering a strong sense of place, and promoting a sustainable City infrastructure. The Comprehensive Plan also included a matrix listing over one hundred strategies for implementation. Laberge Group led the City of Cohoes through public hearings on the Draft Comprehensive Plan, followed by environmental and other reviews necessary before plan adoption.

## ZONING LAW REVIEW, UPDATE, AND WRITING

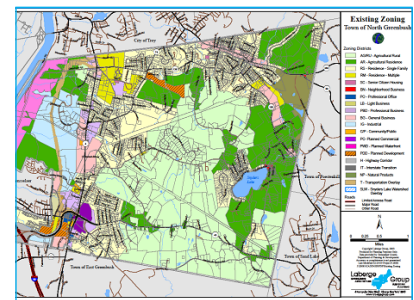
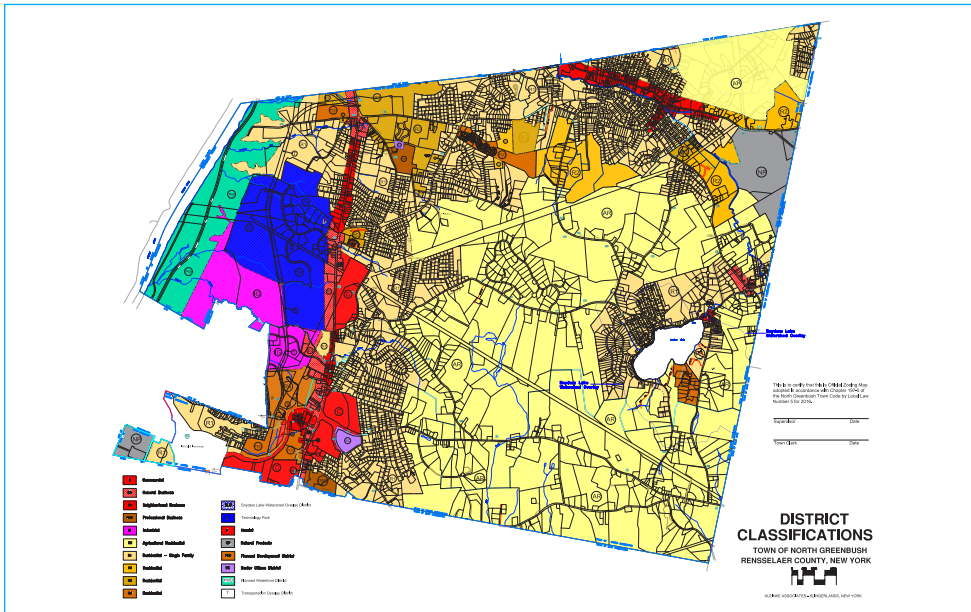
Upon adoption of the Comprehensive Plan, Laberge Group partnered with the City to make the Zoning Law compliant with, and supportive of, the new policies outlined in the Plan. Laberge Group assessed and diagnosed the City’s codes in order to incentivize and streamline investment within target locations. The newly adopted Form-Based Code is aiding in forging sense of place and encouraging market preferences for mixed-land uses that will generate reinvestment opportunities throughout the City. Laberge Group provided:

- ▶ Coding and graphics for a new street grid and zero lot line standards,
- ▶ New guidelines for building designs and on-site development, and
- ▶ New urban standards for complete streets in the downtown and its surrounding neighborhoods.



# ZONING UPDATE TOWN OF NORTH GREENBUSH

RENSSELAER COUNTY, NEW YORK



Subsequent to the adoption of the Town of North Greenbush's Comprehensive Plan, Laberge Group was retained to draft amendments to several chapters of the Town's Code, including the Zoning Law and Official Map, Site Plan Regulations, and Junk Vehicles Regulations. Having recently partnered with the Town on the development of the Comprehensive Plan, Laberge Group was in a prime position to provide the Town with proven approaches and to develop innovative means to support the strategies for long-term community sustainability outlined in the newly adopted Comprehensive Plan.

**CONTACT:**  
**Mr. Joseph H. Bott, III**  
**Town Supervisor**  
**518.283.5313**

This initiative included:

- ▶ Updating Zoning Law & other Local Laws to be consistent with the Comprehensive Plan.
- ▶ Clarifying and updating definitions.
- ▶ Addressing problematic and/or inconsistent regulations.
- ▶ Updating the Schedule of Uses, area and bulk, and parking and density tables to reflect district changes identified in the Comprehensive Plan.
- ▶ Updating Site Plan Regulations to be consistent with the recently adopted Design Guidelines.
- ▶ Amending Junk Vehicle Law to provide greater restrictions and property protections.

The initial draft regulations were presented at two public information meetings. Public comments were reviewed and incorporated into the laws as appropriate prior to the formal public hearing. As a result of the preliminary input, the laws were unanimously adopted following a single public hearing. The revised code is reflective of an effective and efficient implementation of the Comprehensive Plan and the code adjustments set the stage for future development that will achieve the future vision of the Town.

# ZONING LAW UPDATE TOWN OF HIGHLAND

SULLIVAN COUNTY, NEW YORK



The Town of Highland retained Laberge Group to update their existing Zoning Law. The Town initiated the process to provide them with proven zoning approaches as well as new ways to promote long-range community sustainability in a changing economic environment.

**CONTACT:**  
**Mr. Jeff Haas**  
**Supervisor**  
**845.557.6085**

The process included an efficient project initiation, a review and assessment of the current regulations, a draft Zoning Law, and a public process of review and consideration by the Town. Laberge Group worked with Town officials, board members, Upper Delaware Council, NPS and staff to identify zoning issues from an administrative standpoint and to allow for a more desirable growth pattern based on the Town comprehensive plan.

After compiling all the information, Laberge Group provided technical recommendations and an annotated outline for the Town to review the proposed revisions prior to drafting the Zoning Law in detail. This step was critical, as it clarified how the new and old sections of the regulations would work as a whole and provided the Town with an early opportunity to make suggestions. A full draft of the Zoning Law was then assembled and was presented to the Town officials. As a result of these comments, applications were made to create a law that best fit the character of the Town of Highland.

Laberge Group continues to review and update the Town's Zoning Law on an as-needed basis to keep ordinances current with the evolving needs of the Town.

# SECTION 3: WORK APPROACH



# PROJECT UNDERSTANDING

It has been a great privilege to have been able to work with the Town of Orangetown as the Town navigates the challenges post-dissolution. We recognize that there are unique elements to consider as part of the planning process, and these conversations have enabled us to gain an understanding of concerns and needs from both the Town and the former Village. Following the completion of the hybrid zoning amendments that incorporated the former Village of South Nyack into the Town of Orangetown, we are intimately familiar with the many nuances of both codes.

We also understand that while the Town of Orangetown has many options in amending its regulations, the Town is sensitive to the land use patterns of the former village and that a one-size-fits all approach is not necessarily the best approach. This initiative will provide a means to understand the parking challenges in the former village, examine both codes, and identify a clear solution that strategically fits.

Following the dissolution of the Village, the regulation of streets and parking must be reviewed and reorganized to enable enforcement while protecting health and safety. A Town parking study will define parking and street characteristics, provide a limited analysis of the supply and demand for parking, and present the necessary Town Code policy changes to establish Town parking policies. It will review alternative parking arrangements on a street-by-street basis, thereby supporting the Town’s effective and consistent management of streets and parking.

## WORK APPROACH & PROJECT MANAGEMENT

Laberge Group proposes the following tasks to assist the Town of Orangetown with the development of the Parking Study and supporting Code Amendments. In considering this Scope, our approach is flexible and can be modified upon request to better suit the Town’s needs.

### TASK 1 – PROJECT COORDINATION

#### ACTIVITY 1.1 PROJECT KICKOFF MEETING

Laberge Group will organize a kick-off meeting with the Town of Orangetown and its assigned staff to review the project scope and technical approach, as well as to examine the

Town’s objectives and understand current challenges with the parking regulations. Laberge Group will utilize this kick-off meeting to confirm the composition of an administrative Steering Committee, who is the Town Project Manager, and define appropriate individuals to interview as part of the planning process.

Our deep familiarity with the Town administration and many personnel will enable our team to quickly delve into key topics surrounding the code and challenges that may have arisen from the former Village’s dissolution.

#### ACTIVITY 1.2: STEERING COMMITTEE MEETINGS

Not including a Kick-off meeting and the Public Workshop, there are three (3) budgeted Steering Committee meetings, which are anticipated to be held virtually. The meetings are designed and sequenced to support the alignment of interests and development of code text changes that are effective and will advance ready implementation.

Early meetings will be used to delve into details on project organization and design, including the draft community survey, interviews, and public workshop set-up. In addition to issues that may frame proposed policy, these meetings will discuss sub-areas analyzed (using coded maps and tables). The final meeting would be used to review and refine the Draft Plan and Draft Code Amendments prior to providing them to the Town Board for consideration.

#### TASK 1 - DELIVERABLES:

- ▶ Facilitation of Kick-off Meeting, preparation of agenda, and meeting summary.
- ▶ Three (3) additional Steering Committee Meetings and meeting summaries.

### TASK 2 – CODES & PLAN REVIEW & DIAGNOSIS

#### ACTIVITY 2.1: REVIEW COMPREHENSIVE PLAN & COMPARE FORMER VILLAGE/TOWN CODES

From Laberge Group’s work assisting the Town of Orangetown in crafting grant applications, developing South Nyack Hamlet Zoning, and preparing the Village Dissolution Plan, we have gained an understanding of the Town and former Village’s planning documents. The Town’s proposed Comprehensive Plan will be reviewed to understand current

parking trends that may affect the parking regulations, as well as Orangetown's Complete Streets Policy. Parking in the Hamlet of South Nyack area can be limiting and these existing and proposed documents will be used as tools to understand the vision for this former Village.

Likewise, we are able to provide a summary codes assessment and diagnosis as we are familiar with various Town and former Village policies. This includes Zoning (Chapter 43) and Town Code subsections governing parking. A summary and recommendation of the findings of this review will be prepared for inclusion in the Parking Study.

### **ACTIVITY 2.2: DIAGNOSE OPTIONS FOR HAMLET PARKING PROGRAM**

Laberge Group will review existing maps and tax information to assist in developing a description of the general physical characteristics of streets, and reference former-Village parking rules for different parts of the year, week, and day. We will also consider the land use form (i.e., single family, multi-family and commercial properties) and their related parking needs. Our analysis will include depictions of features including, but not limited to: street and general lane widths, painting/ striping, meters and signage. The review will include emergency situations, snow, and other maintenance.

Laberge Group will develop an inventory and profiling of parking conditions and regulations to aid the Town in understanding problems that exist currently, or under former Village policy, compared with the Town policy framework. Options will be explored with the Steering Committee which will help inform the selection and recommendations around particular parking policy prescriptions and adding particular streets/ segments within existing Town codes.

### **TASK 2 - DELIVERABLES**

- ▶ Summary of existing and proposed plans as related to consistency review for parking policies.
- ▶ Summary of parking findings, recommendations and options.

### **TASK 3 – PUBLIC INFORMATION & INVOLVEMENT ON HAMLET PARKING STUDY**

Our philosophy is that our clients are experts about their community, the political environment, and the approach to change. Our job is to compliment knowledge and local expertise with detailed analysis and strategies, based upon our many years of experience. Laberge Group is excited to work closely with your team on expeditiously developing this Study and select implementation measures. We are also prepared to work with the Town and other interested parties to delve into context and key topics, plus test public interests and dimensions of opinion around issues and strategy options. This will aid in crafting an inclusive plan and policies in order to achieve the adoption of prepared code changes in the six month project term.

#### **ACTIVITY 3.1: PUBLIC OPINION SURVEY (ONLINE)**

Laberge Group will prepare a community survey for the Steering Committee's review and it will be refined based on feedback. This survey will be administered using online software. The turnkey approach allows for the positioning of the survey on the Town webpage. Laberge Group will provide publicity to be posted on the webpage and included in the Supervisor's weekly newsletter. Also supplied will be instructions and a time window available for completing the survey, including in print or other accessible form as can be obtained from the Supervisor's office and which will we will manually tabulate to include with other records. A summary of the survey results will be developed for the Parking Study.

#### **ACTIVITY 3.2: KEY INFORMANT INTERVIEWS**

Laberge Group will conduct a day-long site visit to meet with key Town staff. This will afford the opportunity to better understand existing challenges with street maintenance, plowing, etc. The site visit will also involve discussions with public safety officials on interests for emergency access and to aid in identifying potential problem and focus areas.

#### **ACTIVITY 3.3: WORKSHOP ON PARKING ANALYSIS & OPTIONS**

Building off the inventory and diagnosis of parking needs and issues, Laberge Group will design, help publicize, and then facilitate this interactive public meeting. This event will be designed to inform, listen to, and engage general audi-

ences on the parking study. It will be an opportunity to gain insights from participant perspectives and to garner support for key objectives and strategies. The feedback can be used to inform the potential policy refinements. We will present a PowerPoint presentation that describes the analysis performed and its key findings, and use proven effective engagement techniques – including one-on-one discussion and live polling deployed directly at the meeting – to explore perceptions and evaluate community interests. The meeting may also be structured to utilize the Town’s Facebook Live approach to enable greater participation.

**TASK 3 - DELIVERABLES**

- ▶ Draft & Final Opinion Survey.
- ▶ Survey publicity, including press release and web page promotional collateral.
- ▶ Survey Report.
- ▶ Interviews as guided by Town, plus meeting summary.
- ▶ Workshop publicity, including press release and web page promotional collateral, and PowerPoint.
- ▶ Meeting attendance sheets and summary of public meeting and findings.

**TASK 4 - DRAFT PARKING STUDY & POLICY IMPLEMENTATION**

**ACTIVITY 4.1: DRAFT PARKING STUDY**

Laberge Group will present a Draft Hamlet Parking Study that is a culmination of information gathered, along with suggested policy recommendations. It will be supplemented by the inventorying and the mapping undertaken as setup within earlier Tasks. The Study will be concise, but it will implementation considerations and will be consistent with the recommendations of the Draft Comprehensive Plan.

**ACTIVITY 4.2: CODE DRAFTING**

Based upon the recommendations of the Parking Study, Laberge Group will generate proposed code amendments and policy changes to the Town of Orangetown’s regulations. Through successive drafts we will develop a clear, quality product that is ready for Town Board adoption.

**ACTIVITY 4.3: STATE ENVIRONMENTAL QUALITY REVIEW (SEQRA) & REFERRALS**

The proposed codification of the parking regulations is anticipated to be a Type I Action based upon thresholds that

may be exceeded. Depending on the final regulations it may be determined to be an Unlisted Action. For purposes of the proposal, Laberge Group will develop a SEQRA Full Environmental Assessment for Town Attorney review.

**ACTIVITY 4.4: PUBLIC HEARING & REFERRALS**

Anticipating Town staff/ agents will provide for much of the setup for any referrals, Laberge Group will assist with coordination and supplying materials. In addition, Laberge Group will attend and present at one (1) public hearing.

Working with the Steering Committee, Laberge Group will draft and refine a letter to Town Board identifying our proposed response to comments of referral bodies and public comments received during the public hearing. Our code refinements will be based on consultations we undertake with the Town Project Manager and/or Steering Committee. The adjustments to the proposed code(s) will support the legislative process and the crafting of a resolution that will be used to adopt the codes.

**TASK 4 - DELIVERABLES**

- ▶ Draft Parking Study and Draft Code Amendments for Steering Committee Review.
- ▶ One set of refined policies with a PDF clean-copy as well as a tracked-changes version.
- ▶ Final Parking Study and Final Code Amendments for Town Board consideration.
- ▶ SEQRA - Full EAF, Resolutions, ENB.
- ▶ Assistance with Referrals.
- ▶ Presentation at one (1) public hearing.

# SECTION 4: REFERENCES

## REFERENCES

The following are familiar with our firm and represent current similar projects. We encourage you to contact them.

### **Town of Schodack, NY**

Contact: Mr. Charles Peter  
Town Supervisor  
(518) 477-7938

### **Town of Esopus, NY**

Contact: Mr. Jared Guess  
Town Supervisor  
(845) 331-0676

### **City of Cohoes, NY**

Contact: Ms. Melissa Cherubino  
Former City Planner  
(518) 322-0110

### **Town of North Greenbush, NY**

Contact: Mr. Joseph H. Bott, III  
Town Supervisor  
(518) 283-5313

### **Town of Highland, NY**

Contact: Mr. Jeff Haas  
Town Supervisor  
(845) 557-6085

# SECTION 5: PROPOSED FEE

# PROPOSED FEE

		<b>Project Fee by Task</b>
<b>Task 1</b>	<b><u>Project Coordination</u></b>	
<b>Activity 1.2</b>	Project Kickoff: Review Schedule, Scope & Initiate Assessment	\$ 1,320.00
<b>Activity 1.2</b>	Steering Committee Meetings (virtual)	\$ 3,350.00
		<b>\$ 1,320.00</b>
<b>Task 2</b>	<b><u>Codes &amp; Plan Review &amp; Diagnosis:</u></b>	
<b>Activity 2.1</b>	Review Comprehensive Plan & Compare Former Village/Town Codes	\$ 1,540.00
<b>Activity 2.2</b>	Diagnose Options for Hamlet Parking Program	\$ 2,040.00
		<b>\$ 3,580.00</b>
<b>Task 3</b>	<b><u>Public Information &amp; Involvement on Hamlet Parking Study</u></b>	
<b>Activity 3.1</b>	Community Survey (online)	\$ 3,500.00
<b>Activity 3.2</b>	Key Informant Interviews	\$ 2,080.00
<b>Activity 3.3</b>	Workshop on Parking Analysis & Options	\$ 3,250.00
		<b>\$ 6,750.00</b>
<b>Task 4</b>	<b><u>Draft Parking Study &amp; Policy Implementation</u></b>	
<b>Activity 4.1</b>	Draft Parking Study	\$ 4,520.00
<b>Activity 4.2</b>	Code Amendments	\$ 6,600.00
<b>Activity 4.3</b>	State Environmental Quality Review	\$ 2,050.00
<b>Activity 4.4</b>	Public Hearing & Referrals	\$ 2,200.00
<b>Activity 4.5</b>	Policy Refinements & Rationale	\$ 2,180.00
		<b>\$ 17,550.00</b>
	<i>Hours</i>	
	<i>Staff Totals:</i>	\$29,200
	Reimbursable Expenses:	\$1,500
	<b>Total Fee:</b>	<b>\$30,700</b>

# SECTION 6: PL INSURANCE



# PROFESSIONAL LIABILITY INSURANCE

As requested, Laberge Group is providing proof of Professional Liability Insurance. Upon execution of contract, Laberge Group will furnish the Town of Orangetown with certification of PL Insurance that names the Town as an additional insured.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2021

**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.**

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

<b>PRODUCER</b> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy Esler <b>PHONE (A/C, No, Ext):</b> (201) 262-1200 <b>FAX (A/C, No):</b> (201) 262-7810 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Laberge Engineering & Consulting Group, LTD 4 Computer Drive West Albany NY 12205	<b>INSURER A:</b> The Phoenix Insurance Co. NAIC # 25623
	<b>INSURER B:</b> Berkley Insurance Company- 32603-
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** Master 21-22      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7J638800-21-47-G	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability and Contractor's Pollution Liability			AEC-9048818-04	11/01/2021	11/01/2022	Per Claim Limit \$5,000,000 Aggregate Limit \$5,000,000

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

Retro Date: 1/1/1950

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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# SECTION 7: REQUIRED DOCUMENTS



to terminate this Agreement without penalty. An “affiliated company” as used herein means any affiliate which is a partnership, corporation, proprietorship, association or similar entity, an “affiliate” means any individual partnership, corporation, proprietorship, association or other entity (1) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the CONSULTANT or any of its management personnel (as defined below) or directors, (2) which directly or indirectly holds 50% or more of the ownership interest in the CONSULTANT, (3) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the CONSULTANT, or (4) which, whether by contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the CONSULTANT. An “ownership interest” means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. “Management personnel” means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.


The undersigned, having a principal place of business at \_\_\_\_\_  
4 Computer Drive West, Albany, New York 12205

and being experienced and responsible for the performance of same, proposes to provide **CONSULTANT/PLANNING SERVICES FOR A PARKING STUDY AND RECOMMENDATIONS** for the Town of Orangetown, in accordance with the Scope of Work and Contract Documents hereto attached for the submitted prices.

No bid will be accepted without a Non-collusion Statement as required to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contractors are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

**Date:** October 20, 2022

  
\_\_\_\_\_  
Name Richard F. Laberge, P.E.  
\_\_\_\_\_  
Title  
President  
\_\_\_\_\_  
Firm Name  
Laberge Group  
\_\_\_\_\_  
Email Address



**PART III**  
**PROPOSAL**

Opening Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: TOWN OF ORANGETOWN  
Town Hall  
26 Orangeburg Road  
Orangeburg, New York 10962

**NOTICE:** Proposals must be submitted on this form. In order to avoid "non-responsiveness", there must remain annexed hereto, upon submission, all of the attached Parts I - IV. In addition, one copy of each addendum received by Proposer must be annexed hereto upon the submission of this Proposal.

TO THE TOWN OF ORANGETOWN:

A. The undersigned \* Richard F. Laberge, P.E., acknowledging that he/she is an (officer) (member) (partner) (principal) of the Proposer and he/she has carefully examined the Request for Proposal, offers to furnish and deliver to the TOWN, in strict conformity with each and every provision of the Request for Proposal, all of the items awarded.

B. The Proposer is a (corporation) (limited liability company (partnership) (sole proprietorship) (other specify: Corporation). State where formed: New York.

C. The undersigned hereby designates the following address as the office for the purpose of receiving any written notice permitted or required to be served upon the Proposer by any provision of the Request for Proposal, including, without limitation, Notice of Award of the Proposal:

\*\* Laberge Group  
4 Computer Drive West  
Albany, New York 12205

\* Strike the three inapplicable capacities. If the Proposer is a foreign corporation, it must agree to accept service of process as provided herein (see paragraph 4).

\*\* This information must be supplied by Proposers, corporate and otherwise, and shall include the Proposer's **telephone number and email address**.

D. (Paragraphs "D" and "E" shall bind only those corporate Proposers that are not organized and existing under the laws of the State of New York). If the Proposer





is a foreign corporation or limited liability company, Proposer must submit a certificate that it is authorized to do business in the State of New York and in the County of Rockland.

E. The undersigned, a foreign corporation or limited liability company, agrees: that personal service of process in any civil action, lawsuit or legal proceeding instituted by the TOWN against the undersigned arising out of this RFP or Agreement may be made by certified mail return receipt requested (“CMRRR”), addressed to the undersigned at the address referred to in paragraph “C” of this Proposal, above, unless a different address within the State of New York be specified below, in which event, service of process, via CMRRR, as aforesaid, may be made only at the address specified below or at such other mailing address within the State of New York as is substituted therefor by the undersigned by notice in writing to the TOWN.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. By submission of this proposal, the undersigned, and each person signing on behalf of the undersigned certify, under penalty of perjury, that:

(1). The Fees in this proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Fees with any other Proposer or with any competitor;

(2). Unless otherwise required by law, the Fees which have been quoted in this proposal have not been knowingly disclosed by the undersigned, and will not knowingly be disclosed by the undersigned, prior to opening the Proposal by the TOWN, directly or indirectly, to any other Proposer or to any competitor;

(3). No attempt has been, or will be, made by the undersigned to induce any other person, partnership, limited liability company or corporation to submit or not submit a Proposal for the purpose of restricting competition.

(4). No officer, agent, owner, principal, Member or employee of the Proposer is personally interested, directly or indirectly, in the Request for Proposal or the compensation to be paid thereunder, and

(5). No representation, statement or statements, oral or in writing, has induced Proposer to enter into the Request for Proposal excepting only those contained in Parts I – IV hereof or made part hereof by its terms.

H. I hereby acknowledge receipt of the following addenda set forth below





Addendum No.	Date of Receipt
N/A	N/A
_____	_____
_____	_____
_____	_____

H. The proposal made by the foregoing shall be irrevocable for forty-five (45) days or such greater period after the date on which the TOWN opens the same as set forth in paragraph “1” of the RFP.

I. Proposer does hereby certify that no officer, partner, director, Member or any person holding an ownership interest (defined as owning five percent [5%] or more of the LLC, Member or corporate stock shares) has been convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law).

J. The attached Request for Proposal embodies the minimum requirements of the TOWN: Proposers are encouraged to offer additional or supplementary services or incentives to the TOWN.

K. Required Format of Proposals:

Proposals must be submitted in the format as described below. Proposals shall be well organized and written in a concise, clear, complete and legible manner. Proposals (one original, two copies) must be submitted in printed form. Topics should be addressed in the following order.

**1. Proponent Profile:**

A description of the Consultant’s organization, size, services provided, areas of expertise and length of time in operation must be addressed. Contact information, company name, primary contact, mailing address, email, and telephone number must be provided.

**2. Recent Experience:**

Include a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the proposal effort. Do not include firm experiences unless individuals who will work on this project participated in that experience. If the consultant proposal includes sub-consultants, a list of such consultants shall be submitted, and qualifications and experience stated for each sub- consultant.

**3. Consultant Work Approach:**

The proposal must include a brief description of the Proposer’s overall approach to comprehensive planning and any unique capabilities the firm can bring to the project. Also include information addressing how the Proposer plans to provide project management, quality assurance, contract deliverables, budget and cost control, schedule control, and internal/external coordination for this project.



**4. References:**

Three references for similar projects completed in the last 10 years must be provided along with a description of those projects. If there are special concerns or restrictions on the Town’s use of any reference, these concerns must be addressed in the proposal. Please include project name, contact person and contact information. We would ask that Comprehensive Plan references be highlighted where possible.

**5. Fees:**

The proposal will define the fees for the Proponent’s services and shall be broken down into Phases. Provide an estimate of reimbursable expenses in performing the work and a Schedule of Hourly rates of staff should additional services be requested. We would also ask that you identify the number of site trips and/or meetings/public hearings that you anticipate for each Phase of the work.

**6. Professional Liability Insurance:**

The Proposer shall provide proof of Professional Liability Insurance within the proposal.

**L. Evaluation Process:**

The proposals submitted in response to this RFP will be evaluated by the Town Board, Town of Orangetown. Proposals will be evaluated using the following criteria:

- Company profile and size
- Previous experience on similar projects.
- References.
- Qualifications of key personnel.
- Fees

**IN WITNESS WHEREOF**, the undersigned has caused this proposal to be signed and delivered as of the date first herein set forth and agrees to furnish the services, carry-out the Agreement and perform the work in accordance with all the terms, provisions and conditions of the Request for Proposal.

DATE: October 20, 2022

FEDERAL TIN/EIN# 13-5532148

Laberge Group, Ltd.

(print the legal name of Corporation, Limited Liability Company, individual or firm, and any d/b/a name, above)

By:

Richard F. Laberge, P.E. President  
(print name and title/position above)

Sworn to before me this  
20 day of October, 2022

Carol J. Burometto  
Notary Public CAROL J. BUROMETTO  
Notary Public, State of New York  
Registration #01BU6051831  
Qualified in Albany County  
Commission Expires Dec. 4, 2022

## NON-COLLUSIVE BIDDING CERTIFICATE

### STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN.

(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

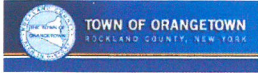
The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor: and,

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in details the reasons therefore. Where (a), (1), (2), and {3} above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

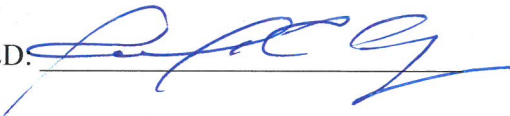


Request for Proposal  
Parking Study  
September 14, 2022

(C) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement is subscribed by the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

DATED: October 20, 2022

SIGNED: 

FOR: Richard F. Laberge, P.E., President  
Laberge Group

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


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



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

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

## MEMORANDUM

DATE: October 18, 2022  
TO: Town Board  
FROM: James J. Dean, Superintendent of Highways   
RE: **RECLASSIFY POSITION / APPOINT MICHAEL O'SULLIVAN /  
MAINTENANCE SUPERVISOR (AUTOMOTIVE) / HIGHWAY  
DEPARTMENT / EFFECTIVE OCTOBER 25, 2022**

---

Please place the following resolution on the October 25, 2022 Regular Town Board Meeting agenda:

**RESOLVED, upon the recommendation of the Rockland County Personnel Department, through an approved P.O. 27, reclassify Auto Mechanic to the position of Maintenance Supervisor (Automotive), an existing title in the Highway Department and appoint Michael O'Sullivan to the position, Grade 17, Step 18, at a salary of 113,036.00 effective October 25, 2022.**

JJD/sfm





**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 8780.54**

<b>OSC Municipal Contract #:</b> D040725	<b>Contract Start Date:</b> <u>5/30/2019</u> <small>(mm/dd/yyyy)</small>	<b>Contract End Date:</b> <u>9/30/2024</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
---	--	--

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): Town of Orangetown  
 Other Municipality/Sponsor (if applicable): \_\_\_\_\_

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** BIKE/PED./FACILITIES **County** (If different from Municipality): Rockland County

**Marchiselli Eligible**  Yes  No (Check, if Project Description has changed from last Schedule A):

**Project Description:** North Middletown Road Pedestrian Link to Pearl River Business District, Town of Orangetown, Rockland County

**Marchiselli Allocations Approved FOR ALL PHASES** All totals will calculate automatically.

<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Authorized Allocations to Date</b>		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**NYS DOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
8780.54.322	Current	CMAQ	\$288,000.00	\$230,400.00	\$0.00	\$57,600.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$288,000.00	\$230,400.00	\$ 0.00	\$57,600.00

<b>C. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$230,400.00	\$ 0.00	\$ 0.00	\$57,600.00	\$288,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Mike Zamierowski or Giselle Gutierrez</u> Phone No: <u>845-224-2284</u>
--	---

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**NYSDOT/State-Local Agreement – Schedule A**

**Footnotes:** (See LPB's website for link to sample footnotes)

- Project description continued: Improvements consist of 3,000 ft of new ADA-compliant concrete sidewalk and curbing, pedestrian elements, new LED street lights, pavement striping, new signage, landscaping, and amenities.
- TEP funds were capped at the original approved amount of \$1,899,859 (75% Federal) and \$633,286 local (25%) for a total project of \$2,533,145.
- For Informational Purposes - A separate contract for this PIN, D034831, contains project design and right-of-way funds.
- For Informational Purposes - A separate contract for this PIN, D034831, contains project design and right-of-way funds.
- For Informational Purposes - A separate contract for this PIN, D040664, contains construction funds.
- CMAQ funds were added to Construction / CI for the amount of \$230,400 (80% Federal) and \$57,600 (20% Local), for a total of \$288,000. These CMAQ funds were core money (non-competitive) from the MPO transferred in August 2020.
- 
- 
- 
- This Schedule A adds the construction and construction inspection phase and funds, represented by 8780.54.322.
- PIN 8780.54; 10/13/2022 mz

Michael Daly

September 7, 2022

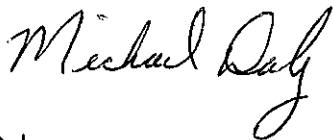
Aric T. Gorton  
Superintendent of Parks, Recreation and Building Maintenance  
The Town of Orangetown  
81 Hunt Road  
Orangeburg, NY 10962

Dear Aric:

This letter is to inform you that I will be retiring from my Senior Groundswoker position at The Town of Orangetown. After 35 years, I look forward to spending my retirement with my family.

My last day at The Town of Orangetown will be Friday, October 14, 2022. I would be glad to discuss any transition of duties at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Michael Daly". The signature is written in a cursive style with a large, looped "D" at the end.

Michael Daly  
Senior Groundswoker

Mark W. Albert

September 10, 2022

Mr. Aric Gorton  
Superintendent  
Orangetown Parks & Recreation  
81 Hunt Road  
Orangeburg, NY 10962

Dear Mr. Gorton,

After careful consideration and discussion with my family, I have decided that it is time for me to retire from my position as Senior Recreation Leader for the Town of Orangetown. For the last 30+ years, I have given my heart and soul to a place that I call home and to people I call family. I will be forever grateful to you and the staff for your support and kindness over the years.

My last day of work will be October 21, 2022. As you know I have quite a few comp hours and I plan to use them for a majority of the month of October understanding that I will need to be in the office as required. If I am unable to use any of my comp days before October 21, 2022, I would appreciate being paid for those remaining days. I look forward to creating a smooth transition for you and my replacement.

If you would like to consider a part time position for me running special events to allow my replacement to see how events have been run in the past, I am more than happy to have that discussion.

Gratefully,



Mark W Albert





## Application for Showmobile Use

### Showmobile Requirements

---

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

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

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

Upload Certificate of Insurance \* town.pdf

312.03KB

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

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at [malbert@orangetown.com](mailto:malbert@orangetown.com).

**Additional Requirements:**

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

# Showmobile Application

## Event Information

**Event/Festival Name \*** Nyack Halloween Parade

**Event Location Name \*** Nyack Main Street

**Event Address \***

Street Address	
Main Street	
Address Line 2	
City	State / Province / Region
Nyack	New York
Postal / Zip Code	Country
10960	Rockland

**Setup Date & Time \*** 10/29/2022  
12:00:00 PM

**Take-Down Date & Time \*** 10/29/2022  
09:00:00 PM

**Stair Arrangement \***

- Right side of stage
- Left side of stage
- Front of stage
- Not Sure

**Set-up Info \*** Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

Rain Date 10/30/22  
Village of Nyack Municipal Parking lot of Riverspace Theater, Main Street and Franklin, Bordered by Artopee Way to be positioned on the west side of the lot, facing Riverspace.  
Used as award and music space.

**Placement \***

- Pavement
- Grass/Field
- Other

## Applicant Information

**Applicant's Name \*** Pam Moskowitz

**Organization Name \*** Nyack Chamber of Commerce

**Organization Address \*** PO Box 677

**Organization City \*** Nyack

**Organization State \*** New York

**Phone (w) \*** 845-353-2221

**Phone (c) \***

845-494-3408

**Email \***

pam@nyackchamber.org

**Signature \***

A rectangular box containing a handwritten signature in cursive script that reads "Pamela Moskovitz".

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

**\***

I accept the terms and conditions

**Date**

10/6/2022

11:10:11 AM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2022

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

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

<b>PRODUCER</b> Capitol Risk Management Services 25 Smith Street Suite 205 Nanuet NY 10954		<b>CONTACT NAME:</b> Lori Dorfman <b>PHONE (A/C, No, Ext):</b> (845) 627-7111 <b>E-MAIL ADDRESS:</b> ldorfman@keevily.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Nyack Chamber of Commerce P.O. Box 677 Nyack NY 10960		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Ins Co. of NY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22136	

**COVERAGES****CERTIFICATE NUMBER:** CL2110430383**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MAC0006681-14	10/21/2021	10/21/2022	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Re: Halloween Festivities, October 29, 2022 (Rain date October 30, 2022). Town of Orangetown 25 Orangeburg Road Orangeburg, NY 10962 is included as additional insured with respects to General Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Orangetown 25 Orangeburg Road  Orangeburg NY 10962	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Village

# Of

# Nyack

*Incorporated February 27, 1883*

*9 North Broadway  
Nyack New York 10960-2697*

*www.nyack-ny.gov*

**Mayor**

*Dr. Don Hammond*

**Trustees**

*Louise Parker*

*Marie Lorenzini*

*Donna Lightfoot Cooper*

*Joseph Rand*

---

**Village Administrator**

*Andy Stewart*

**Village Clerk / Treasurer**

*Jennifer Hetling*

**Village Attorney**

*Walter R. Sevastian*

10/19/22

Re: Nyack Halloween Parade – special permit

Dear Otown Highway Friends,

PO Yannazone has advised us to make the following request for support to you for the 10/29/22 Halloween Parade:

As the promoter of the event, the Nyack Chamber of Commerce will need to apply for a Special Use Permit with the Orangetown Highway Department, requesting the following equipment:

- 1 electronic message board advising traffic of upcoming event (already in place on S Broadway as a courtesy in advance)
- 1 plow truck w/ operator (enhanced safety perimeter at S Broadway and Division Av location)
- Approx. 25 barricades to be placed at locations/intersections as determined by the Orangetown Police Department

I have./will attached paperwork for this permit:

- COI – will send as soon as I am able...
- Road Closing Permit App
- Special Use Permit

Sincerely,



Andy Stewart, Village Administrator



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

PERMIT # \_\_\_\_\_

EVENT NAME: Nyack Halloween Parade

APPLICANT NAME: Andrew Stewart, Village Administrator

ADDRESS: 9 N Broadway, Nyack NY 10960

PHONE #: 845-358-3581 CELL # 845-401-1636 FAX # 845-358-1480

CHECK ONE: PARADE  RACE/RUN/WALK \_\_\_\_\_ OTHER \_\_\_\_\_

The above event will be held on Sat., Oct 29 from 4pm to 7 pm RAIN DATE: Sun, 10/30

Location of event: parade begins in Memorial Park, goes up Cedar Hill Ave, north on B'way, west on Main, S on S Franklin, east on Artopee to end in municipal parking lot

Sponsored by: Nyack Village, Nyack Chamber Telephone #: event coordinator Mark Mangan 845-521-0364

Address: see above

Estimated # of persons participating in event: 2000? vehicles 25??

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

Jonathan Abrams, Nyack DPW , 845-401-3228

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**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 / N – Received On: \_\_\_\_\_

Rockland County Highway Dept. Permit: Y / N – Received On: \_\_\_\_\_

NYS DOT Permit: Y / N – Received On: \_\_\_\_\_

Route/Map/Parking Plan: Y / N – Received On: \_\_\_\_\_

RFS #: \_\_\_\_\_ BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Superintendent of Highways**

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

Show Mobile: Y / N – Application Required: \_\_\_\_\_ Fee Paid – Amount/Check # \_\_\_\_\_

Port-o-Sans: Y/N: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Superintendent of Parks & Recreation**

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y / N: \_\_\_\_\_ Items: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Chief of Police**

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

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

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



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

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

**ROAD CLOSING PERMIT APPLICATION**  
**Section 139 Highway Law**

NAME Andrew Stewart, Village Administrator DATE 10/19/22

COMPANY Village of Nyackl

ADDRESS 9 N. Broadway

TELEPHONE 845-358-3581 cell 845-401-1636

**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

S. Broadway between Division and Cedar Hill Ave, as per OT OPD ops plan for Halloween parade

(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING create barrier to protect Halloween Parade

DATE OF CLOSING Sat, Oct 29, 2022 RAIN DATE Sun, Oct 30, 2022

TIME ROAD WILL BE CLOSED Prior 5:30 PM step off of parade

WILL ROAD BE OPEN TO LOCAL TRAFFIC? after parade (6:30-7 PM)

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

**TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.** see OPD

PRELIMINARY APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

**JAMES J. DEAN**  
**SUPERINTENDENT OF HIGHWAYS**

*This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.*

8-13-02bjd



RECEIVED

OCT 20 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 22-SP-058



EVENT NAME: Nyack Halloween Parade

APPLICANT NAME: Andrew Stewart, Village Administrator

ADDRESS: 9 N Broadway, Nyack NY 10960

PHONE #: 845-358-3581 CELL # 845-401-1636 FAX # 845-358-1480

CHECK ONE: PARADE  RACE/RUN/WALK  OTHER

The above event will be held on Sat., Oct 29 from 4pm to 7 pm RAIN DATE: Sun, 10/30

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Estimated # of persons participating in event: 2000? vehicles 25??

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Signature of Applicant: A. S. Date: 10/19/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 10/20/22

Certificate of Insurance - Received On: \_\_\_\_\_

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: N - Received On: 10/20/22

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

NYS DOT Permit: Y / N - Received On: X

Route/Map/Parking Plan: Y / N - Received On: 10/20/22

RFS #: 55976 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Message Board 1 plow truck w/ operator

APPROVED: [Signature] DATE: 10/20/22  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N - Application Required: on file Fee Paid - Amount/Check # invoiced

Port-o-Sans: Y / N Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 9/21/22  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: TRD Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 10/24/22  
Chief of Police

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

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

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

RECEIVED

OCT 20 2022

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**  
119 Route 303 • Orangeburg, NY 10962  
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**ROAD CLOSING PERMIT APPLICATION  
Section 139 Highway Law**

NAME Andrew Stewart, Village Administrator DATE 10/19/22

COMPANY Village of Nyackl

ADDRESS 9 N. Broadway

TELEPHONE 845-358-3581 cell 845-401-1636

**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

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WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

**TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND  
DESCRIPTION OF DETOUR.**

see OPD

PRELIMINARY APPROVAL  DATE 10.20.22

**JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS**

*This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.*

8-13-02bjd

HAMLETS: PEARL RIVER · BLAUVELT · ORANGETOWN · TAPPAN · SPARKILL · PALISADES · UPPER GRANDVIEW · SOUTH NYACK



CLEAN STREETS = CLEAN STREAMS

RECEIVED

**Village**

10/19/22

**Of**

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

9 North Broadway  
Nyack New York 10960-2697

[www.nyack-ny.gov](http://www.nyack-ny.gov)

**Nyack**

*Incorporated February 27, 1883*

**Mayor**

*Dr. Don Hammond*

**Trustees**

*Louise Parker*

*Marie Lorenzini*

*Donna Lightfoot Cooper*

*Joseph Rand*

---

**Village Administrator**

*Andy Stewart*

**Village Clerk / Treasurer**

*Jennifer Hetling*

**Village Attorney**

*Walter R. Sevastian*

10/19/22

Re: Nyack Halloween Parade – special permit

Dear Otown Highway Friends,

PO Yannazone has advised us to make the following request for support to you for the 10/29/22 Halloween Parade:

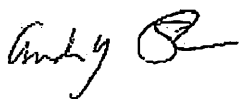
As the promoter of the event, the Nyack Chamber of Commerce will need to apply for a Special Use Permit with the Orangetown Highway Department, requesting the following equipment:

- 1 electronic message board advising traffic of upcoming event (already in place on S Broadway as a courtesy in advance)
- 1 plow truck w/ operator (enhanced safety perimeter at S Broadway and Division Av location)
- Approx. 25 barricades to be placed at locations/intersections as determined by the Orangetown Police Department

I have./will attached paperwork for this permit:

- COI – will send as soon as I am able...
- Road Closing Permit App
- Special Use Permit

Sincerely,



Andy Stewart, Village Administrator







## 2022 additional Banking Depository

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (“Section 119-o”) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the Town of Orangetown wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS, the Town of Orangetown wishes to assure the safety and liquidity needs of their funds;

Now, therefore, it is hereby resolved as follows:

That Jeffrey Bencik, Finance Director

Of the Town of Orangetown is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Agreement Amended and Restated as of March 28, 2019.

\_\_\_\_\_  
Key Contact Signature

Finance Director  
Title

Jeffrey Bencik

Printed Name

October 25, 2022

Date

\*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

**WARRANT**

---

<b>Warrant Reference</b>	<b>Warrant #</b>	<b>Amount</b>
Approved for payment in the amount of		
	101322	\$ 172,716.87 utilities
	102522	\$ 1,668,440.41
		\$ 1,841,157.28

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

**APPROVAL FOR PAYMENT**

---

**AUDITING BOARD**

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---

Councilman Gerald Bottari

---

Councilman Paul Valentine

---

Councilman Thomas Diviny

---

Councilman Brian Donohue

---

Supervisor Teresa M. Kenny

---

**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

---

**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 10/20/2022  
**CC:** DEPARTMENT HEADS



---

The audit for the Town Board Meeting of 10/25/2022 consists of 2 warrants for a total of \$1,841,157.28.

The first warrant had 59 vouchers for \$172,716 and was for utilities.

The second warrant had 150 vouchers for \$1,668,440 and had the following items of interest.

1. Applied Golf (p6) - \$257,217 for Blue Hill golf contract (2 months).
2. Applied Golf (p7) - \$102,739 for Broadacres golf contract (2 months).
3. Atlantic Engineering Laboratories (p8) - \$5,698 for testing for new town hall.
4. Biosafe Systems (p10) - \$10,716 for sewer chemicals.
5. Brooker Engineering (p11) - \$5,189.50 for drainage reviews.
6. Capasso & Sons (p13) - \$80,017 for recycling.
7. Cotter, Michael (p16) – \$6,050 for CTR inspections.
8. CSEA Employee Benefit Fund (p17) - \$33,949 for dental benefits.
9. Custom Conveyor (p17) - \$5,337 for rollers for belt conveyor (sewer).
10. Frank Cyrwus (p21) - \$8,500 for roof at pump station.
11. Gentile (p23) - \$9,463 for 207c payments.
12. Goosetown Enterprises (p23) - \$11,050 for police equipment leases.
13. Johnson Controls (p28) - \$7,145 for repairs to police side of Town Hall.
14. Keane & Beane (p29) - \$5,720 for outside counsel.
15. Kuehne Chemical Co. (p30) - \$7,743 for sewer chemicals.
16. Lothrop Associates (p32) - \$51,119 for new Town hall.

17. NYPA (p34) - \$22,190 for streetlight project.
18. NY Dept. of Civil Service (p34) - \$823,435 for healthcare benefits.
19. NYS DEC (p35) - \$15,500 for SPDES permits.
20. Pre-Cast Concrete Sales (p38) - \$6,837 for Middletown Rd. project.
21. Printing House Press (p40) - \$6,622 for legal documents.
22. SOCSD (p44) - \$48,929 for pool rental July-Dec. 2022.
23. State Farm Mutual (p46) - \$7,575 for legal settlement.
24. Tappan Seniors Club (p48) - \$8,670 for various events.
25. Zarin & Steinmetz (p54) - \$5,692 for HNA project (reimbursed).

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204