

Christopher & Yessica Chesman  
175 E. Washington Avenue  
Pearl River, NY 10965  
Tel.: 917-583-7664  
Email: yessicac911@yahoo.com

March 6, 2023

Via Email: [tpugh@orangetonw.com](mailto:tpugh@orangetonw.com) and [townclerk@orangetown.com](mailto:townclerk@orangetown.com)  
Attn: Town Board  
Orangetown Town Hall  
26 W Orangeburg Rd,  
Orangeburg, NY 10962

**PETITION FOR OUR HOUSE TO BE ZONED AS “RESIDENTIAL PROPERTY”**  
**Property: 175 E. Washington Avenue, Pearl River, NY 10965**

Dear Members of the Town Board:

We are hereby submitting this letter to petition for a zone change of our home which address is listed above. We have recently learned that our property is zoned as a commercial property which imposes certain restrictions on expansions/enlargements.

On November 30, 2022 we submitted building permit application #p22-2500 to expand our living space by adding a master suite dormer and laundry room to the back of our existing second floor. However, on February 16, 2023 the permit was denied due to the restrictions on expansions imposed on commercially zone properties.

I (Christopher Chesman) purchased this property on August 8, 1997 and I have resided in the property ever since. The property has always been used as a residential property. Furthermore, to the best of our knowledge the property has ALWAYS BEEN USED AS A residential property. In addition, with the exception of one house located to the left of our house (177 E. Washington Avenue, Pearl River, NY 10965) **ALL OF THE HOUSES** in the perimeter including the house **next door/to the right of our property** (163 E. Washington Avenue, Pearl River, NY 10965) **are zoned as RESIDENTIAL** properties.

Since I purchased the home my family has expanded. We now have two daughters and we will like to accommodate ourselves in our home by expanding our second floor. **Our house was built in 1916** and the current floor plan with barely any closet/storage space is not feasible for our family. Our daughters can barely fit their bed in their room. They wish to be able to fit a desk in their room so that they can do their homework. We frequently have to pull multiple organization

bins to get to one item and our family will benefit immensely from having a little more space. We love our home, but we really need a little more space to accommodate our lifestyle.

Lastly, we kindly ask for the board members to schedule a hearing for further explanation if needed and/or to decide regarding our petition for a zone change of our property.

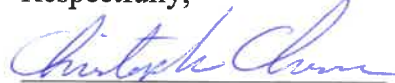
I am attaching with this letter the following documents:

- Exhibit A - Construction Permit denial;
- Exhibit B- Proposed architectural plans;
- Exhibit C- Tax Map retrieved on 3/6/2023 from Town of Orangetown website ([https://www.orangetown.com/wpcontent/uploads/Orangetown\\_Zoning\\_Adopted\\_Dec\\_11\\_2018\\_opt.pdf](https://www.orangetown.com/wpcontent/uploads/Orangetown_Zoning_Adopted_Dec_11_2018_opt.pdf)) on 3/6/2023;
- Exhibit D- List of neighbors/addresses of all property owners within 200 feet of perimeter of our home; and
- Exhibit E - Copy of our deed

Shall you need any other document, or if you have any questions, please do not hesitate to contact me at: **917-583-7664** or by email at: **yessiac911@yahoo.com**.

We thank you in advance for your help/assistance with this matter.

Respectfully,



Christopher Chesman



Yessica Chesman

**Exhibit A**  
**Construction Permit denial**



OFFICE OF BUILDING, ZONING, PLANNING,  
ADMINISTRATION AND ENFORCEMENT  
TOWN OF ORANGETOWN

20 Greenbush Road  
Orangeburg, N.Y. 10962

Jane Slavin, R.A.  
Director

(845)359-8410

Fax: (845) 359-8526

**REFERRAL TO THE ZONING BOARD OF APPEALS**

Date: February 16, 2023 Section: 68.16 Block: 5 Lot: 56

Applicant: Chesman

Address: 175 E Washington Ave Pearl River, NY

RE: Application Made at: same

Referred For:

9.34.

Extension or enlargement. ["Extension or enlargement" shall mean: in the case of a nonconforming use in a building, the enlargement of such building so as to create additional floor area, or the extension within any existing building to any portion of the floor area therein not formerly used for such nonconforming use, except where such additional floor area was manifestly designed for such use at the time such use became nonconforming or the extension of the use to an area outside the building; and in the case of a nonconforming nonbuilding use, the use of any additional land on which no substantial operations were previously conducted, provided that any such extension or enlargement is on the same lot occupied by the nonconforming use on the effective date of this code.] A nonconforming use shall not be extended except as follows: To the extent the district bulk regulations permit, and on application of the Board of Appeals, any use, except a sign, first permitted by right or by special permit, in any district, may be extended up to but not exceeding an aggregate increase of 50% in its floor area or of its land area occupancy if a nonbuilding use. However, this provision may be used only once for each such use.

Comments:

2nd Non-Conforming Expansion


total expansion 44%

Dear Chesman :

Please be advised that the Building Permit Application # p22-2500, which you submitted on Nov 30, 2023, has been referred to the Town of Orangetown Zoning Board of Appeals. The Clerk to the Zoning Board of Appeals, Debbie Arbolino, can assist you in the preparation necessary to appear before the board. She can be reached at 845-359-8410 ext. 4331 or [darbolino@orangetown.com](mailto:darbolino@orangetown.com).

Sincerely,

  
Richard Oliver  
Deputy Building Inspector

  
Signature of Director  
NOTE: PLEASE KEEP FOR YOUR RECORDS  
1-30-2023

2/17/23  
Date  
Liz DeCort  
Debbie Arbolino

PERMIT EXPIRES TWO (2) YEARS FROM DATE OF ISSUANCE.  
TWO SIX (6) MONTH EXTENSIONS MAY BE GRANTED PRIOR TO EXPIRATION DATE.  
APPLICATION FOR BUILDING / DEMOLITION PERMIT

TOWN OF ORANGETOWN

20 Greenbush Road, Orangeburg, NY 10962

Phone: (845) 359-8410 Fax: (845) 359-8526

ZONE: CC (GML) OFFICIAL USE ONLY ACREAGE: .83

Inspector: Dom Date App Received: 11/30/22 Received By: SM

Permit No. BLDOR2500-22 Date Issued: \_\_\_\_\_

CO No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Permit Fee: 2382 Ck# 107 Paid By Jessica Chesman

GIS Fee: 20 Ck# " " Paid By \_\_\_\_\_

Stream Maintenance Fee Ck # \_\_\_\_\_ Paid By \_\_\_\_\_

Additional Fee: \_\_\_\_\_ Ck# \_\_\_\_\_ Date Paid \_\_\_\_\_ Paid By RECEIVED

1st 6 mo. Ext.: \_\_\_\_\_ Ck # \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Paid By \_\_\_\_\_

2nd 6 mo. Ext.: \_\_\_\_\_ Ck # \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Paid By NOV 30 2022

TOWN OF ORANGETOWN  
BUILDING DEPARTMENT

APPLICANT COMPLETES:

Note: See inside for instructions for completing this application,

PAGES 2, 3 and PAGE 4 must be reviewed and PAGES 3 & 4 must be signed by the applicant.

Property Location: 175 E WASHINGTON AVE, PEARL RIVER

Section: 68.16 Block: 5 Lot: 56

Property Owner: CHRISTOPHER & JESSICA CHESMAN

Mailing Address: 175 E. WASHINGTON AVE, PEARL RIVER NY 10965

Email: yessicac911@yahoo.com Phone #: 917-583-7664

Lessee (Business Name): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

Type of Business /Use: \_\_\_\_\_

Contact Person: JESSICA CHESMAN Relation to Project: OWNER

Email: yessicac911@yahoo.com Phone#: 917-583-7664

Architect/Engineer: MAREN ROBERTSON NYS Lic # 043568

Address: 58 WASHINGTON ST, NYACK NY 10960 Phone#: 845-553-5525

Builder/General Contractor: KEVIN M. PETERSON RC Lic # H-10495

Address: 51 LT. COX DR, PEARL RIVER Phone#: \_\_\_\_\_

Plumber: \_\_\_\_\_ RC Lic # \_\_\_\_\_

Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Electrician: \_\_\_\_\_ RC Lic #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Heat/Cooling: \_\_\_\_\_ RC Lic#: \_\_\_\_\_

Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Existing use of structure or land: \_\_\_\_\_

Proposed Project Description: dormer to back of house to accommodate a master suite and laundry room

Proposed Square Footage: 581 Estimated Construction Value (\$): 125,000

BUILDING DEPARTMENT COMPLETES BELOW

PLANS REVIEWED: \_\_\_\_\_

PERMIT REFERRED / DENIED FOR:

Chapter 93 Section 9.34 Non-Conforming Expansion allowed once with second expansion proposed

2/16/23 8 2/17/23

SCANNED

DEC - 6 2022

SM

FOR OFFICE USE ONLY SECTION 68.16 BLOCK 5 LOT 56 NAME Chesman PERMIT# P22-2500

**APPLICATION FOR BUILDING/DEMOLITION PERMIT**

**APPLICANT MUST COMPLETE OR APPLICATION WILL NOT BE ACCEPTED**

ZONING BULK REQUIREMENTS			
Zone: <u>CC</u>	Group: <u>JJ</u>	Use: <u>SINGLE-FAM. DET.</u>	
	Required	Existing	Proposed
Floor area ratio	0.30	0.08	0.09
Lot area	2,500	36,112	NO CHANGE
Lot width	25	132	NO CHANGE
Street frontage	25	132	NO CHANGE
Front yard setback	NONE OR 45'	60.8'	NO CHANGE
Side yard setback	0/12	35.6' (20.4' GARAGE)	NO CHANGE
Total side yard setback	0/25	68.7' (56' GARAGE)	NO CHANGE
Rear yard setback	25	171' (93.75' GARAGE)	NO CHANGE
Maximum building height	1'-4" / FT	3'-4" / FT	4'-4" / FT

Number of stories: 2      Construction Type: V-B      Occupancy Class: R-3

Zoning Chart Information Completed by: MAREN ROBERTSON, R.A.

1. Sewage: (circle one) Town County Private
2. How many kitchens on the property? 1
3. Are there any renters, tenants, lessees or boarders at this property? YES NO
4. Are there any other building permits on this property? YES NO
5. Is the property in a flood plain? YES NO

**AFFIDAVIT**

State of New York)  
 County of Rockland) SS.:  
 Town / Village of \_\_\_\_\_)

I, Yessica Chesman being duly sworn, deposes and says that he/she is the (circle one) owner, lessee, engineer, surveyor, architect, builder, or agent of the owner) in fee of the premises to which this application applies; that he/she (the applicant) is duly authorized to make this application and that the statements contained in the papers submitted herein are true to the best of his/her knowledge and belief, and that the work will be performed in the manner set forth in the application and in the plans and specifications filed therewith, and in accordance with the State Uniform Building Code and all other applicable laws, ordinances and regulations of the municipality. I also declare that the structure or area described in this application will not be occupied or used until I have obtained a Certificate of Occupancy or Certificate of Compliance.

**Signature and Mailing Address**

Yessica Chesman  
175 E. Washington Avenue  
Pearl River, NY 10965

SWORN to before me this 17th day of NOV, 20 22

Witness: [Signature]  
 (If not witnessed by Building Department personnel, Notary signature is required.) \_\_\_\_\_, Notary Public

OFFICIAL USE ONLY:	
Checked by: _____	Date: _____
Permit Granted for: _____	
_____	
_____	
_____	
Signature: _____	Date: _____
<b>Director, OBZPAE</b>	

**Exhibit B**  
**Proposed architectural plans**

**LIST OF DRAWINGS**

- A-0 SITE PLAN, BULK TABLE
- A-1 EXISTING & PROPOSED FLOOR PLANS
- A-2 EXISTING ELEVATIONS
- A-3 PROPOSED ELEVATIONS
- A-4 SECTION & DETAIL
- SP SPECIFICATIONS
- S-1 STRUCTURAL PLAN AND SECTION

**BUILDING CODE INFORMATION**

**CODE COMPLIANCE**

ALL CONSTRUCTION SHALL COMPLY WITH THE NEW YORK STATE:  
 2020 RESIDENTIAL CODE OF NEW YORK STATE  
 2017 NATIONAL ELECTRICAL CODE  
 2020 ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE  
 2020 FUEL GAS CODE OF NEW YORK STATE  
 2020 MECHANICAL CODE OF NEW YORK STATE  
 2020 PLUMBING CODE OF NEW YORK STATE

USE GROUP: R-3 SINGLE-FAMILY DETACHED DWELLING

CONSTRUCTION TYPE: V-B

SMOKE ALARMS: COMPLY WITH SEC R314, R315 AND NFPA 72

**ENERGY CODE COMPLIANCE**

TO THE BEST KNOWLEDGE, BELIEF, AND PROFESSIONAL JUDGEMENT OF THE UNDERSIGNED REGISTERED ARCHITECT THE PLANS AND SPECIFICATIONS DEPICTED ON THESE DRAWINGS ARE IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE AND THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE, AS CURRENTLY IN EFFECT.

ALL UTILITIES ARE SHOWN IN AN APPROXIMATE WAY FROM AVAILABLE INFORMATION. THE CONTRACTOR SHALL CALL THE LOCAL UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION TO HAVE ALL UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO ANY CLEARING OR ANY CONSTRUCTION. THE CONTRACTOR SHALL ALSO VERIFY THE LOCATION, SIZE AND INVERT OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. ANY UTILITY FOR WHICH NO EVIDENCE CAN BE SEEN ON THE SURFACE OF THE LANDS MAY NOT BE SHOWN ON THIS DRAWING.

**BULK REQUIREMENTS**

ZONE DISTRICT: CC  
 GROUP: JJ  
 USE: RESIDENTIAL PROPERTY TYPE: TWO-FAMILY

	REQUIRED	EXISTING	PROPOSED
FLOOR AREA RATIO	0.30	0.043 (0.049')	0.062
MIN. LOT AREA	2,500	36,112	NO CHANGE
MIN. LOT WIDTH	25	132	NO CHANGE
MIN. STREET FRONTAGE	25	132	NO CHANGE
FRONT YARD SETBACK	NONE OR 45	60.8'	NO CHANGE
SIDE YARD SETBACK	0/12	35.6' (20.4' GARAGE)	NO CHANGE
TOTAL SIDE YARD SETBACK	0/25	88.7' (56' GARAGE)	NO CHANGE
REAR YARD SETBACK	25	171' (93.75' GARAGE)	NO CHANGE
MAX. BUILDING HEIGHT	1'-4" PER FT	4 1/2" PER FT (23')	4 5/8" PER FT (23.6')

\* AFTER PRIOR NON-CONFORMING EXPANSION

VARIANCE REQUIRED FOR NON-CONFORMING USE, RESIDENTIAL PROPERTY IN CC ZONE; BUILT IN 1916 BEFORE A ZONING DISTRICT WAS ESTABLISHED.

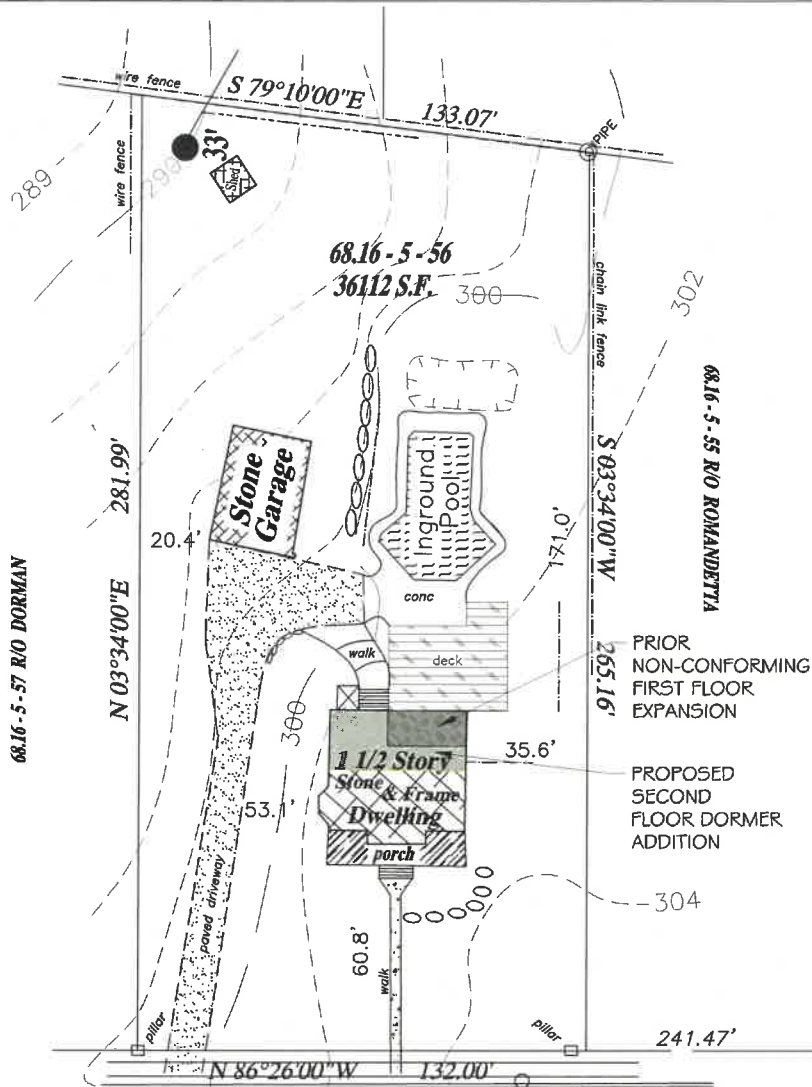
SQUARE FOOTAGE IN 1999: 1,558 SF  
 PRIOR NON-CONFORMING EXPANSION: 2415F  
 EXISTING SQUARE FOOTAGE: 1,799 SF  
 PROPOSED DORMER ADDITION: 456 SF  
 PROPOSED TOTAL SQUARE FOOTAGE: 2,255 SF  
 TOTAL NON-CONFORMING EXPANSIONS: 697 SF  
 ALLOWABLE MAXIMUM INCREASE: 50%  
 PROPOSED INCREASE: 44.7%

**CLIMATIC & GEOGRAPHIC DESIGN CRITERIA ROCKLAND COUNTY**

GROUND SNOW LOAD	WIND DESIGN				SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	SPEED (MPH)	TOPOGRAPHIC EFFECTS	SPECIAL WIND REGION	WIND-SNOW DESIGN CATEGORY	WEATHERING	ROOF ENE DEPTH	TEMPERATURE					
30	115/ SPECIAL	TBD BY A/E	YES	TBD BY A/E	B	SEVERE	36"	MODERATE/ HEAVY	HDD49 / 15' F	NO	1500	49.6' F

**EAST WASHINGTON<sup>50' Wide</sup> AVENUE**

1 SITE PLAN  
 A-0 1" = 20'



TAX MAP SECTION 88.16, BLOCK 5, LOT 56  
 PEARL RIVER - TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK  
 THE INFORMATION ON THIS DRAWING WAS TAKEN FROM A SURVEY FOR:  
 CHRISTOPHER CHESMAN  
 DATED AUGUST 12, 2023  
 BY  
 ROBERT R. RAHNENFELD  
 LAND AND BOUNDARY CONSULTANT  
 P.O. BOX 881  
 PEARL RIVER, NY 10986  
 (845)735-8216

**DORMER ADDITION**

175 E. WASHINGTON AVENUE  
 PEARL RIVER NY 10965

**YESSICA AND CHRIS CHESMAN**

175 E. WASHINGTON AVENUE  
 PEARL RIVER NY 10965  
 TEL.: 917-583-7664

**MAREN ROBERTSON ARCHITECTURE**

MAREN ROBERTSON ARCHITECT  
 58 Washington Street  
 Nyack, NY 10960  
 Tel: 845-553-5525  
 marenr@yahoo.com

2	REVISED PER BLG. INSP. REVIEW	2.10.23
1	REVISED PER BLG. INSP. REVIEW	1.23.23
	ISSUED FOR PERMIT APPLICATION	11.28.22

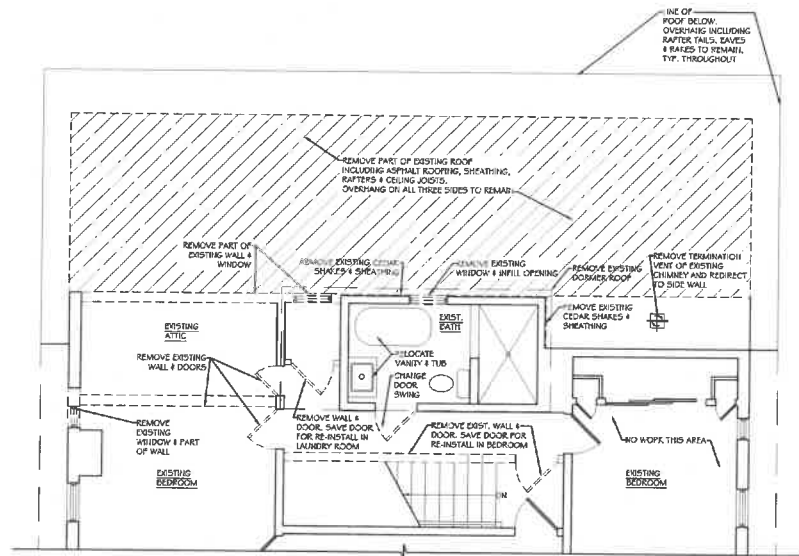
DRAWING TITLE  
**SITE PLAN  
 BULK TABLE**

PROJECT NO. 2226  
 DRAWN BY MCR  
 SCALE AS NOTED  
 DATE 11.21.22

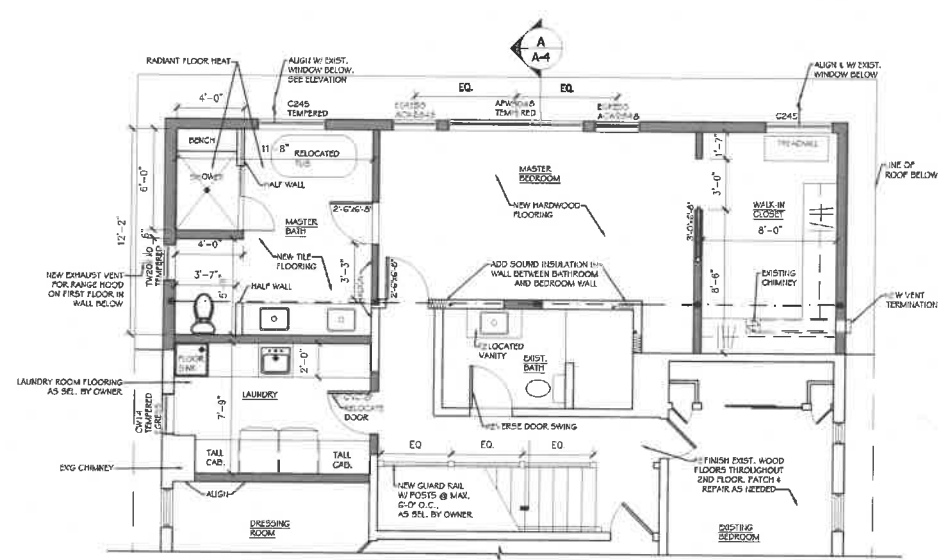
**A-0**

**NORTH MIDDLETOWN ROAD**  
 Width Varies

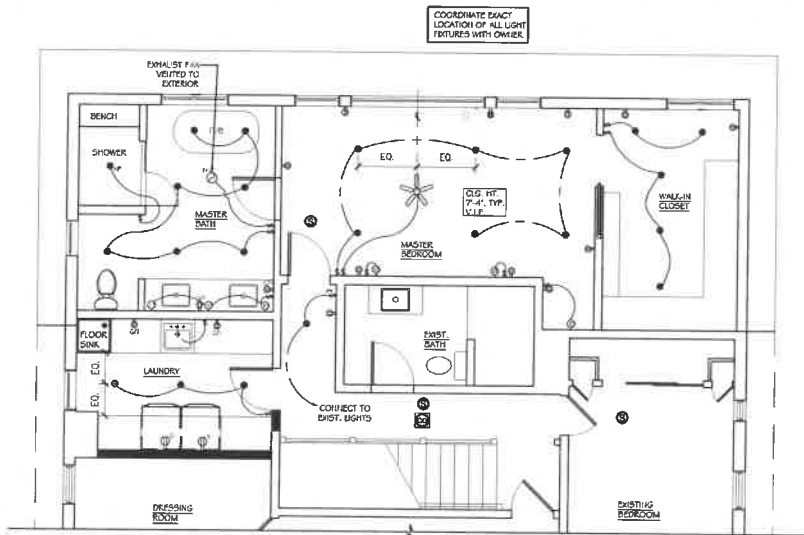




1 SECOND FLOOR REMOVAL PLAN  
A-1  
1/4" = 1'-0"



2 PROPOSED PARTIAL SECOND FLOOR PLAN  
A-1  
1/4" = 1'-0"



3 PROPOSED ELECTRICAL PLAN  
A-1  
1/4" = 1'-0"

NOTE:

AUTOMATIC OR GRAVITY DAMPERS TO BE INSTALLED ON ALL OUTDOOR AIR INTAKES AND EXHAUSTS.

WET ROOMS  
INSTALL 1/2" CEMENT BACKER BOARD FULL HEIGHT AT SHOWER AND BATHTUB WALLS.

INSTALL 1/2" HUMITEK MOLD RESISTANT GYPSUM BOARD AT ALL BATHROOM WALLS OUTSIDE OF SHOWERS & TUBS.

LAUNDRY ROOM:  
PROVIDE DOUBLE FLOOR JOISTS UNDER WASHER/DRYER AND AT ALL WALLS PARALLEL TO FLOOR JOISTS. INSTALL PAN W/ DRAIN UNDER WASHING MACHINE.

HEATING:  
1. PROVIDE NEW RADIANT FLOOR HEAT IN BATHROOM

2. INSTALL NEW RADIATORS AS SELECTED BY OWNER IN BEDROOM, WALK-IN CLOSET AND LAUNDRY ROOM.  
PLUMBER TO DETERMINE AMOUNT OF HEATING REQUIRED.

CONSTRUCTION & DEMOLITION LEGEND

- EXISTING TO REMAIN
- - - EXISTING TO BE REMOVED
- █ NEW PARTITION
- ▨ PLYWOOD
- ⊠ ROUGH WOOD BLOCKING

ELECTRICAL LEGEND

- ☺ CEILING MOUNTED LIGHT FIXTURE AS SEL. BY OWNER
- ⊕ WALL SCONCES AS SEL. BY OWNER
- RECESSED CEILING LIGHTS
- ☼ WATER PROOF RECESSED CEILING LIGHT
- ⊙ BATHROOM EXHAUST FAN
- ⚡ SINGLE POLE SWITCH
- ⚡ 3-WAY SWITCH
- ⚡ DIMMER SWITCH
- ⊖ DUPLEX RECEPTACLE
- ⊖ GROUND FAULT INTERRUPTED
- ⊖ QUAD RECEPTACLE
- ⊖ DEDICATED RECEPTACLE
- ⊖ CABLE TELEVISION JACK LOCATION
- ⊖ PHONE & DATA OUTLET
- ⊖ LAMPED REVERSIBLE CEILING FAN AS CHOSEN BY OWNER
- ⊖ SMOKE DETECTOR
- ⊖ CARBON MONOXIDE DETECTOR

GENERAL NOTES:

1. DO NOT SCALE THE DRAWINGS. USE DIMENSIONS INDICATED ONLY.
2. ALL WORK SHALL CONFORM TO LOCAL AND NEW YORK STATE CODE REQUIREMENTS. WORK SHALL NOT COMMENCE UNTIL A BUILDING PERMIT HAS BEEN ISSUED BY THE LOCAL BUILDING DEPARTMENT.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD. CONTRACTOR TO NOTIFY OWNER/ARCHITECT OF ANY DISCREPANCY PRIOR TO CONSTRUCTION OR IMMEDIATELY UPON DISCOVERY.
4. ALL WOOD IN CONTACT WITH CONCRETE, MASONRY AND/OR SOIL SHALL BE PRESERVATIVE-TREATED.

ABBREVIATIONS

- |        |                   |
|--------|-------------------|
| CLG.   | CEILING           |
| CONC.  | CONCRETE          |
| DET.   | DETECTOR          |
| EQ.    | EQUAL             |
| EXG.   | EXISTING          |
| EXST.  | EXISTING          |
| GWB    | GYPSUM WALL BOARD |
| HT.    | HEIGHT            |
| MANUF. | MANUFACTURER      |
| MAX.   | MAXIMUM           |
| MIN.   | MINIMUM           |
| PREP.  | PREPARE           |
| REQ.   | REQUIRED          |
| SEL.   | SELECTED          |
| TYP.   | TYPICAL           |
| WD.    | WOOD              |

DORMER ADDITION

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PEARL RIVER NY 10965

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CHESMAN

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PEARL RIVER NY 10965  
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MAREN ROBERTSON  
ARCHITECTURE

MAREN ROBERTSON ARCHITECT  
58 Washington Street  
Nyack, NY 10960  
Tel: 845-553-5525  
marenr@yahoo.com

1 REVISIONS PER BLDG. INSP. 12.23.22

ISSUED FOR PERMIT APPLICATION 11.28.22

DRAWING TITLE  
SECOND FLOOR  
REMOVAL, PROPOSED  
& ELECTRICAL PLAN

PROJECT NO. 2226  
DRAWN BY MCR  
SCALE AS NOTED  
DATE 11.28.22

A-1



1  
A-2 EXISTING WEST ELEVATION  
1/8" = 1'-0"



2  
A-2 EXISTING NORTH ELEVATION  
1/8" = 1'-0"



3  
A-2 EXISTING EAST ELEVATION  
1/8" = 1'-0"

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ARCHITECTURE**

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58 Washington Street  
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marencr@yahoo.com

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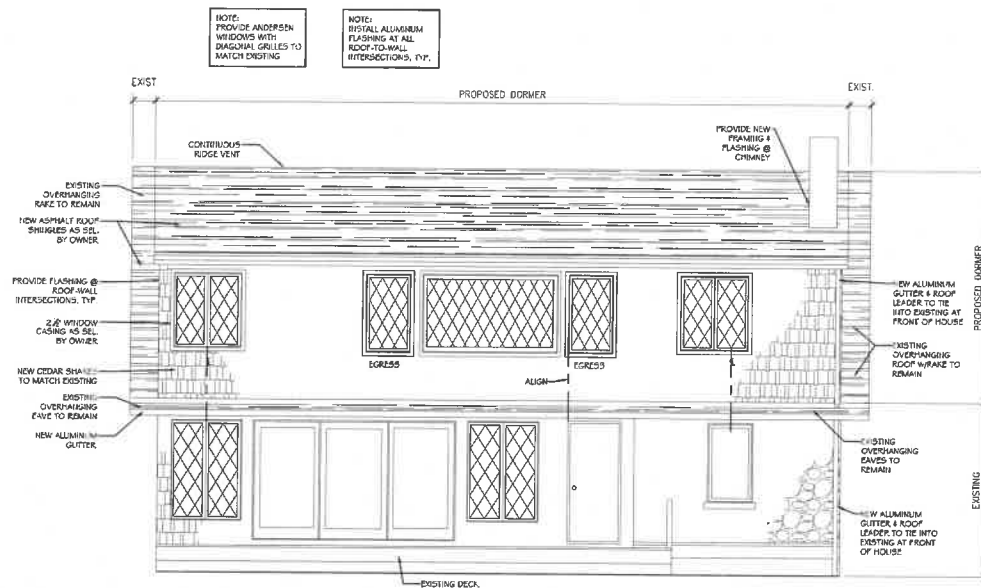
DRAWING TITLE  
**EXISTING  
ELEVATIONS**

PROJECT NO. 2226  
DRAWN BY MCR  
SCALE AS NOTED  
DATE 11.28.22

**A-2**



1 PROPOSED WEST ELEVATION  
A-3 1/4" = 1'-0"



2 PROPOSED NORTH ELEVATION  
A-3 1/4" = 1'-0"



3 PROPOSED EAST ELEVATION  
A-3 1/4" = 1'-0"

**NATURAL LIGHT AND VENTILATION**  
 REQUIREMENTS FOR HABITABLE ROOMS 2020 RESIDENTIAL CODE OF NEW YORK STATE, SECTION R303.1:  
 NATURAL LIGHT SHALL BE EQUAL TO 8% OF THE FLOOR AREA AND VENTILATION 4%  
 NEW MASTER BEDROOM  
 FLOOR AREA = 195 SFT  
 LIGHT @ 8% = 15.6 SFT REQUIRED  
 VENT @ 4% = 7.8 SFT REQUIRED  
 LIGHT PROVIDED: 45.75 SFT  
 VENT PROVIDED: 8.17 X 2 = 17.02 SFT THROUGH WINDOWS  
 IN ADDITION ARTIFICIAL LIGHTING WILL BE INSTALLED TO MEET AN ILLUMINATION LEVEL OF 6 FOOTCANDLES OVER THE AREA OF THE ROOM AT A HEIGHT OF 30" ABOVE THE FLOOR LEVEL.  
 ELECTRICIAN TO VERIFY FOOTCANDLE REQUIREMENTS

**NOTE:**  
 ALL NEW WINDOWS AND DOORS MEET OR EXCEED REQUIREMENTS OF THE 2020 EICC OF NYS.  
 SEE MANUFACTURERS SPECS FOR DETAILED INFORMATION. ALL WINDOWS LOW-E4 BY ANDERSEN, A-SERIES IN MASTER BEDROOM, ALL OTHERS 400-SERIES.

**GENERAL NOTES:**  
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 3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD. CONTRACTOR TO NOTIFY OWNER/ARCHITECT OF ANY DISCREPANCY PRIOR TO CONSTRUCTION OR IMMEDIATELY UPON DISCOVERY.  
 4. ALL WOOD IN CONTACT WITH CONCRETE, MASONRY AND/OR SOIL SHALL BE PRESSURE PRESERVATIVE-TREATED.

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 Nyack, NY 10960  
 Tel: 845-553-5525  
 marenr@yahoo.com

ISSUED FOR PERMIT APPLICATION 11.28.22

**DRAWING TITLE**  
**PROPOSED ELEVATIONS**

PROJECT NO.	2226
DRAWN BY	MCR
SCALE	AS NOTED
DATE	11.28.22

**A-3**

# DORMER ADDITION

175 E. WASHINGTON AVENUE  
PEARL RIVER NY 10965

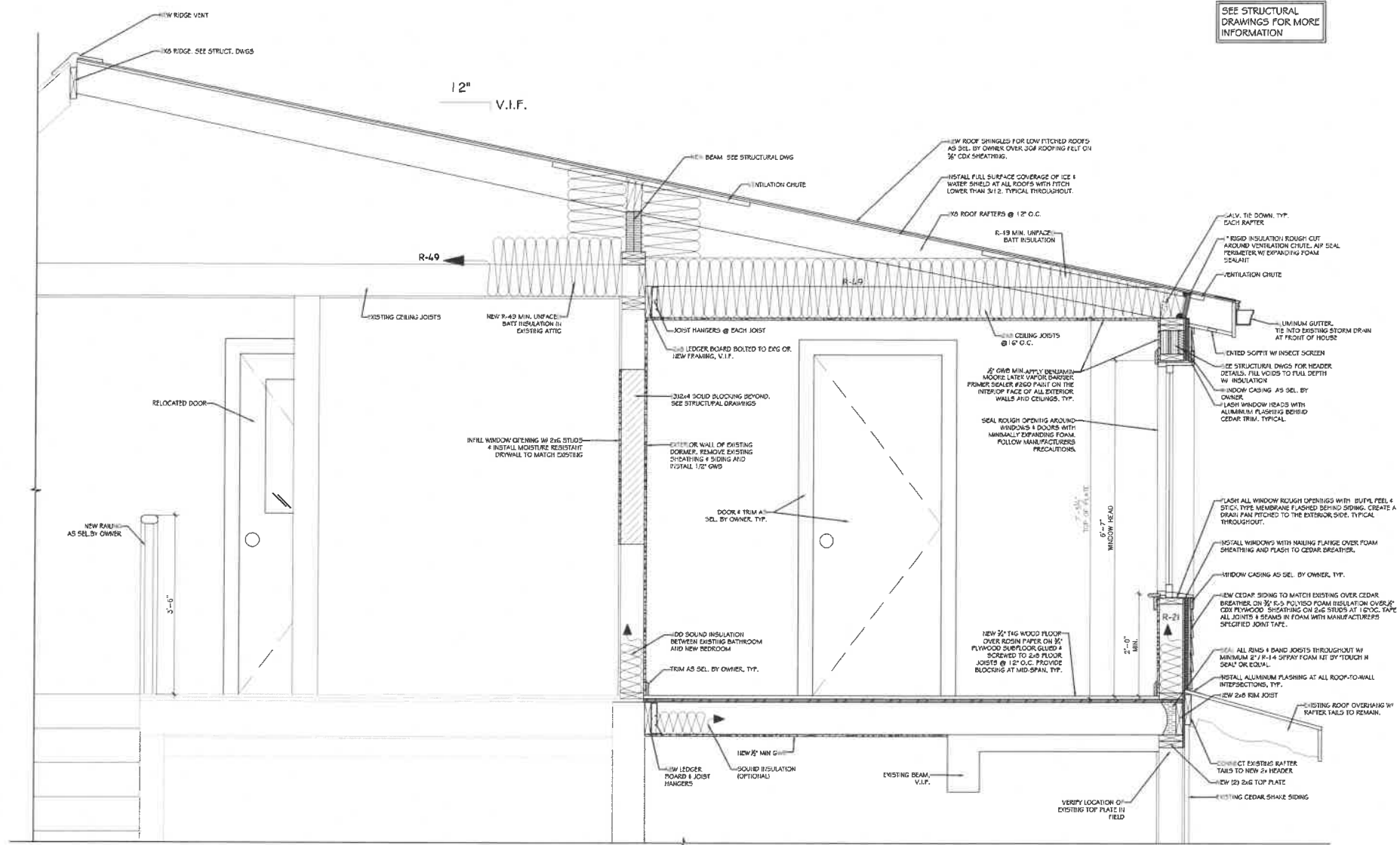
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175 E. WASHINGTON AVENUE  
PEARL RIVER NY 10965  
TEL.: 917-583-7664

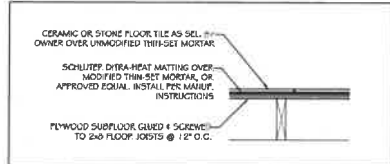
**MAREN ROBERTSON  
ARCHITECTURE**

MAREN ROBERTSON ARCHITECT

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**1 SECTION A-A**  
1" = 1'-0"



**2 DETAIL BATHROOM FLOOR**  
1" = 1'-0"

**CONSTRUCTION & DEMOLITION LEGEND**

	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	NEW PARTITION
	PLYWOOD
	ROUGH WOOD BLOCKING

**ABBREVIATIONS**

CLG.	CEILING
CONC.	CONCRETE
DET.	DETECTOR
EQ.	EQUAL
EXIS.	EXISTING
GWB	GYPSPUM WALL BOARD
HT.	HEIGHT
MANUF.	MANUFACTURER
MAX.	MAXIMUM
MIN.	MINIMUM
PREP.	PREPARE
REQ.	REQUIRED
SEL.	SELECTED
TYP.	TYPICAL
WD.	WOOD

**GENERAL NOTES:**

- DO NOT SCALE THE DRAWINGS. USE DIMENSIONS INDICATED ONLY.
- ALL WORK SHALL CONFORM TO LOCAL AND NEW YORK STATE CODE REQUIREMENTS. WORK SHALL NOT COMMENCE UNTIL A BUILDING PERMIT HAS BEEN ISSUED BY THE LOCAL BUILDING DEPARTMENT.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD. CONTRACTOR TO NOTIFY OWNER/ARCHITECT OF ANY DISCREPANCY PRIOR TO CONSTRUCTION OR IMMEDIATELY UPON DISCOVERY.

ISSUED FOR PERMIT APPLICATION 11.28.22

DRAWING TITLE  
**SECTION A & DETAIL**

PROJECT NO. 2226  
DRAWN BY MCR  
SCALE AS NOTED  
DATE 11.28.22

**A-4**

# DORMER ADDITION

175 E. WASHINGTON AVENUE  
PEARL RIVER NY 10965

# YESSICA AND CHRIS CHESMAN

175 E. WASHINGTON AVENUE  
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ISSUED FOR  
PERMIT APPLICATION

11.28.22

# DRAWING TITLE GENERAL NOTES & SPECIFICATIONS

PROJECT NO.	2226
DRAWN BY	MCR
SCALE	AS NOTED
DATE	11.28.22



## GENERAL NOTES

- ALL WORK AND MATERIALS FURNISHED SHALL COMPLY WITH ALL APPLICABLE CODES IN THE TOWN OF ORANGETOWN, THE NEW YORK STATE UNIFORM FIRE PREVENTION AND RESIDENTIAL BUILDING CODE, THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE, AND ALL OTHER FEDERAL, STATE, AND MUNICIPAL AUTHORITIES HAVING JURISDICTION OVER THE WORK AS CURRENTLY IN EFFECT.
  - MATERIALS, WORKMANSHIP AND INSTALLATION SHALL BE IN STRICT COMPLIANCE WITH NOT ONLY THE MANUFACTURERS PRINTED INSTRUCTIONS, BUT ALSO THE STANDARDS OF RECOGNIZED AGENCIES OR ASSOCIATIONS.
  - ALL MATERIALS SHALL BE NEW, UNLESS OTHERWISE SPECIFIED.
  - PROVIDE TEMPORARY PROTECTION OF MATERIALS AND EQUIPMENT.
  - CONTRACTOR SHALL PROTECT EXISTING PREMISES FROM DAMAGE DURING CONSTRUCTION.
  - IT IS INTENDED THAT THE GENERAL CONTRACTOR PROVIDE A COMPLETE JOB. ANY OMISSIONS IN THESE GENERAL INSTRUCTIONS OR THE OUTLINE OF WORK ARE NOT TO BE CONSIDERED AS REMOVING SUCH ITEMS FROM THE RESPONSIBILITIES OF THE GENERAL CONTRACTOR.
  - NO SUBSTITUTIONS WILL BE ACCEPTED UNLESS SUBMITTED IN WRITING TO ARCHITECT/OWNER & APPROVED BY ARCHITECT/OWNER
  - ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKSMEN IN THE APPROPRIATE TRADES. CONTRACTOR SHALL KEEP SUFFICIENT WORKMEN ON THE JOB AT ALL TIMES TO PERFORM THE WORK IN THE MOST EXPEDITIOUS MANNER CONSISTENT WITH GOOD WORKMANSHIP, SOUND BUSINESS PRACTICE AND IN THE BEST INTERESTS OF THE PROJECT.
  - ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE LOCAL UNDERWRITERS. A CERTIFICATE IS TO BE PRESENTED TO THE OWNER AT THE COMPLETION OF THE JOB.
  - CONTRACTOR SHALL PROVIDE PROPER PROTECTION FOR ALL EXISTING WORK, FURNISHINGS AND FIXTURES LIKELY TO BE DAMAGED. WHEN THE EXTERIOR OPENINGS ARE MADE IN EXISTING WORK, THEY SHALL BE COVERED WITH WATER-TIGHT PROTECTION AT THE END OF THE DAYS WORK.
  - PATCH, REPAIR AND REPLACE ALL EXISTING WALLS, CEILING AND FLOORS DAMAGED DUE TO NEW CONSTRUCTION.
  - DAILY STARTING TIME AND COMPLETION FOR CONSTRUCTION IS TO BE COORDINATED WITH OWNER AND AGREED UPON BY BOTH PARTIES.
  - CONTRACTOR IS EXPECTED TO WORK ON JOB WITHOUT ANY UNREASONABLE DELAY. IF A DELAY IS TO OCCUR, NOTIFICATION TO THE OWNER SHALL BE REQUIRED.
  - WORK PERFORMED OVER ANY SURFACE CONSTITUTES ACCEPTANCE OF THAT SURFACE FOR THE SPECIFIED QUALITY OF THE WORK BEING PERFORMED THEREON.
  - THE CONTRACTOR IS TO NOTIFY ARCHITECT IN WRITING OF ANY ADAPTATIONS TO THESE DRAWINGS OR SPECIFICATIONS REQUIRED BY LOCAL LIFE AND SAFETY CODES OR ANY OTHER GOVERNING AGENCY.
  - THE CONTRACTOR SHALL REPORT TO ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT OR PREVENT THE PROPER EXECUTION AND COMPLETION OF THE WORK OF THIS CONTRACT.
  - ALL CONSTRUCTION AND SUBCONTRACTED WORK IS TO BE PERFORMED BY CONTRACTORS LICENSED IN THE STATE/COUNTY WHERE THE WORK IS BEING EXECUTED.
  - ALL CONTRACTORS ARE RESPONSIBLE TO CONFORM TO THE OWNERS AND TOWNS INSURANCE REQUIREMENTS AND TO PROVIDE A CERT. OF INSURANCE TO ALL PARTIES UPON AWARD OF CONTRACT.
  - ALL CONTRACTORS ARE TO CONFORM WITH THE BUILDING OWNERS REQUIREMENTS FOR DELIVERY TO THE SITE AND LOCATION FOR STORAGE OF ALL CONSTRUCTION MATERIALS.
  - REMOVE DEBRIS AND ABANDONED ITEMS FROM AREA AND FROM CONCEALED SPACES. CONTRACTOR TO COORDINATE REMOVAL OF DEBRIS FROM SITE SO THAT IT DOES NOT INTERFERE WITH OWNERS ACTIVITIES.
  - ANY CHANGES, WHETHER INTENTIONAL OR DUE TO UNEXPECTED EXISTING CONDITIONS THAT AFFECT THE CONTRACT SUM OR CONTRACT TIME SHOULD BE MADE IN WRITING AS A CHANGE ORDER. CHANGE ORDERS MUST BE APPROVED PRIOR COMMENCING THE WORK FOR THAT CHANGE ORDER.
  - EXECUTE PRIOR TO FINAL INSPECTION: CLEAN INTERIOR AND EXTERIOR SURFACES EXPOSED TO VIEW, REMOVE TEMPORARY LABELS, STAINS AND FOREIGN SUBSTANCES.
- PERMITS**
- GENERAL CONTRACTOR / SUBCONTRACTOR IS RESPONSIBLE FOR ALL INFORMATION AND DESIGN (INCLUDING ELECTRICAL, SPRINKLER, AND MECHANICAL) REQUIRED BY LOCAL BUILDING OFFICIAL TO OBTAIN ALL NECESSARY BUILDING PERMITS FOR CONSTRUCTION.
  - GENERAL CONTRACTOR SHALL PAY FOR ALL PERMITS REQUIRED, UNLESS OTHERWISE SPECIFIED BY OWNER.
  - GENERAL CONTRACTOR SHALL OBTAIN FINAL CERTIFICATE OF OCCUPANCY UPON COMPLETION OF WORK AND SHALL FORWARD SAME TO OWNER.

## CLEANING

- MAINTAIN PREMISES AND PUBLIC PROPERTIES FREE FROM ACCUMULATIONS OF WASTE, DEBRIS AND RUBBISH, CAUSED BY OPERATIONS.
- AT COMPLETION OF WORK, REMOVE WASTE MATERIALS, RUBBISH, TOOLS, EQUIPMENT, MACHINERY AND SURPLUS MATERIALS AND CLEAN ALL SIGHT-EXPOSED SURFACES. LEAVE PROJECT CLEAN AND READY FOR OCCUPANCY.

## WARRANTIES

- CONTRACTOR SHALL WARRANT THE WORK WILL BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP WITHIN A PERIOD OF ONE YEAR AFTER THE DATE OF OWNERS ACCEPTANCE OR WITHIN SUCH PERIOD OF TIME AS MAY BE PRESCRIBED BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS.
- BY SUBMITTING A PROPOSAL OR AGREEMENT TO PERFORM WORK, THE CONTRACTOR AGREES THAT HE IS SKILLED AND EXPERIENCED IN THE USE AND INTERPRETATION OF PLANS AND SPECIFICATIONS. HE HAS CAREFULLY REVIEWED THE PLANS AND SPECIFICATIONS FOR HIS PROJECT AND HAS FOUND THEM TO BE FREE OF AMBIGUITIES AND SUFFICIENT FOR BID PURPOSES. FURTHER, HE HAS CAREFULLY EXAMINED THE SITE OF THE WORK AND FROM HIS OWN OBSERVATIONS HAS SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, THE CHARACTER, QUALITY, AND QUANTITY OF MATERIALS; THE DIFFICULTIES LIKELY TO BE ENCOUNTERED AND OTHER ITEMS FOUND ON THE JOB.

## SITE WORK

- PROTECT EXISTING TREES AND SHRUBS.
- PROTECT EXISTING ASPHALT AREAS AND CONCRETE WALKS AND WALLS TO REMAIN.
- PROVIDE ADEQUATE NUMBER OF CARTING CONTAINERS TO SUFFICIENTLY REMOVE ALL DEBRIS ASSOCIATED WITH THE WORK. COORDINATE LOCATION OF CARTING CONTAINER ON PREMISES WITH OWNER.

## SITE IMPROVEMENTS

- PROVIDE ALL CONCRETE SIDEWALKS, CURBS, STEPS, RETAINING WALLS, ASPHALT PAVING, SITE DRAINING SYSTEM, ETC. AS MAY BE REQUIRED BY THE SCOPE OF THIS PROJECT.
- CONCRETE WALKS SHALL BE CONSTRUCTED 4 IN. THICK, WIDTHS SHOWN ON DRAWINGS. PROVIDE 1/2 IN. TRANSVERSE EXPANSION JOINTS WITH PRE-MOLDED FILLER, WHERE SHOWN ON THE DRAWINGS. WHERE NOT SHOWN ON THE DRAWINGS, LOCATE EXPANSION JOINTS NOT MORE THAN 5 FT. APART, ALSO AT WALK JUNCTIONS AND INTERSECTIONS, AT TOP AND BOTTOM OF STEPS, AND WHERE WALKS ABUT CURB RETURNS, BUILDINGS, PLATFORMS OR OTHER FIXED STRUCTURES, OR TERMINATE AT CURBS.

## MASONRY AND CONCRETE

- PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE ALL CONCRETE AND MASONRY WORK AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- PRE-MOLDED JOINT FILLERS USED WHEREVER EDGES OF CONCRETE SLABS ABUT A VERTICAL SURFACE SHALL BE RIGID NON-EXPANDING APPROVED TYPE PRE-MOLDED ASPHALT IMPREGNATED FIBERBOARD, 1/2 IN. THICK.
- SOIL UNDER SLABS ON GROUND SHALL BE COMPACTED TO A FIRM, UNYIELDING SURFACE. NO CONCRETE SHALL BE LAID ON FROZEN SOIL AND ADEQUATE PROTECTION AGAINST FROST ACTION SHALL BE PLACED ON EARTH WHICH HAS BEEN BACKFILLED OR OTHERWISE DISTURBED.
- SAWCUT EXISTING BRICK FOR NEW OR ENLARGED OPENINGS AS SHOWN ON THE DRAWINGS. NOTIFY ARCHITECT IF CONDITION OF EXISTING MASONRY IS NOT SUITABLE FOR PROPOSED WORK IN THAT AREA.
- ALL WORKMEN SHALL BE EXPERIENCED TRADESMEN, TRAINED AND QUALIFIED TO DO THE WORK AT HAND.

## WOOD

- PROVIDE AND INSTALL ROUGH CARPENTRY ITEMS AS NEEDED FOR BLOCKING, NAILERS, SLEEPERS, PLYWOOD BACKING PANELS, AND OTHER MISCELLANEOUS USES.
- PROVIDE PLYWOOD UNDERLAMENT OF APPROPRIATE THICKNESS FOR LEVEL AND EVEN FINISH FLOORS AT AREAS WHERE EXISTING FLOORS ARE NOT FLARE OR SOLID.
- PROVIDE AND INSTALL MISCELLANEOUS WOOD TRIM TO MATCH EXISTING WHERE EXISTING FINISHES ARE TO BE MAINTAINED AND NEW TRIM WHERE SHOWN ON DRAWINGS.
- ALL CLOSET SHELVING WHERE SHOWN TO BE 3/4" PARTICLEBOARD OR MEDIUM-DENSITY FIBERBOARD WITH SOLID 1 X 2 WOOD FRONT EDGE. INSTALL FIXED SHELVES ON 1 X 1 WOOD CLEATS ALL THREE SIDES. INSTALL ADJUSTABLE SHELVES ON SHOWN STANDARDS AND BRACKETS MOUNTED TO LIMIT SHELF SPAN TO 36 INCHES OR LESS.

## THERMAL AND MOISTURE PROTECTION

- ROOF INSULATION AT ADDITION SHALL BE EXTRUDED POLYSTYRENE BOARD, ASTM C 578 TYPE IV OR DENSER BY A RECOGNIZED MANUFACTURER. SUBMIT PRODUCT LITERATURE.
- GLASS-FIBER BLANKET INSULATION SHALL BE KRAFT-FACED, OF THICKNESS SHOWN, BY RECOGNIZED MANUFACTURER. SUBMIT PRODUCT LITERATURE.
- INSTALL ALL INSULATION ACCORDING TO MANUFACTURERS DIRECTIONS.
- MEMBRANE ROOFING SHALL BE MECHANICALLY FASTENED EPDM, SYNTHETIC RUBBER, OR THERMOPLASTIC ROOFING OF A RECOGNIZED MANUFACTURER SUCH AS CARLIER, JOHNS MANVILLE, TREMCO, OR SARNAFIL, AT CONTRACTORS OPTION. PROVIDE A COMPLETE INSTALLATION WITH MANUFACTURERS STANDARD FLASHING, Drip EDGE, FASTENERS, AND OTHER ACCESSORIES FOR A COMPLETE AND WARRANTABLE INSTALLATION. WARRANTY SHALL BE MANUFACTURERS STANDARD WARRANTY FOR 15 YEARS FROM DATE OF SUBSTANTIAL COMPLETION. SUBMIT MANUFACTURERS PRODUCT LITERATURE, SAMPLES OF ROOFING MEMBRANE AND ACCESSORIES, AND SAMPLE WARRANTY.
- PROVIDE FIRESTOP SYSTEMS APPROPRIATE FOR EACH USE FROM A RECOGNIZED MANUFACTURER, SUCH AS W.R. GRACE, HILTI, JOHNS MANVILLE, 3M, OR USG. SUBMIT MANUFACTURERS PRODUCT LITERATURE INCLUDING UL FIRE RESISTANCE DIRECTORY LISTING.

## ROOFING, WATERPROOFING AND VAPOR BARRIER NOTES

- PROVIDE AND INSTALL ALUMINUM DRIP EDGE CONTINUOUS AT THE ENTIRE ROOF EDGE. COLOR TO MATCH ROOF.
- INSTALL ALUMINUM GUTTERS AND DOWN SPOUTS AS REQUIRED AT NEW ROOF EAVES. GUTTER COLOR TO MATCH TRIM. DOWN SPOUTS TO BE WHITE.
- FLASH ALL WINDOW ROUGH OPENINGS WITH A PEEL & STICK TYPE BUTYL MEMBRANE FLASHING. FLASH SILLS TO CREATE A DRAIN PAN FITCHED TO THE EXTERIOR SIDE. RUN PAN CONTINUOUS OVER CORNERS AND UP JAMBS MINIMUM 2". FLASH SILL PAN OUT OVER HYDROKAP HOUSE WRAP AT EXTERIOR FACE OF CONTINUOUS INSULATION.
- APPLY BENJAMIN MOORE LATEX VAPOR BARRIER PRIMER SEALER #260 PAINT ON THE INTERIOR FACE OF ALL EXTERIOR WALLS AND CEILING.
- SEAL ALL PENETRATIONS THROUGH CEILING, EXTERIOR WALLS OR FOUNDATION WALLS WITH LOW-EXPANSION POLYURETHANE FOAM SEALER AND CAULK THE EXTERIOR JOINT FOR A TIGHT AIR SEAL.
- SEAL ALL RMS 4 BAND JOISTS THROUGHOUT WITH MINIMUM 2R14 5PMF FOAM KIT BY TOUCH N SEAL OR EQUAL. INSTALL FIBERGLASS BATTS AS NOTED OVER SPRAYED FOAM SEAL AT PERIMETER.
- FLASH ALL ROOF EAVES WITH 2 COURSES OF 36" WIDE ICE & WATER SHIELD.

## DOORS AND WINDOWS

- U-FACTORS ARE DETERMINED IN ACCORDANCE WITH THE NFRC TEST PROCEDURE
- EXTERIOR DOOR TO BE LISTED AND LABELED AS MEETING AAMA WDMACSA 101A.5.2IA44-O OR HAS INFILTRATION RATES PER NFRC 400
- ALL WINDOWS TO BE ANDERSEN 400 AND A SERIES, RESPECTIVELY.
- INSTALL ALL WINDOWS PLUMB AND SQUARE. APPLY SEALANT PER SEALANT MANUFACTURERS DIRECTIONS. ADJUST AS NECESSARY FOR SMOOTH AND WATER-TIGHT OPERATION.

## FINISH NOTES

- INSTALL NEW INTERIOR DOORS AS CHOSEN BY OWNER.
- INSTALL NEW INTERIOR WINDOW AND DOOR TRIM TO MATCH EXISTING AND APPROVED BY OWNER.
- INSTALL NEW INTERIOR BASE TRIM TO MATCH EXISTING AND APPROVED BY OWNER.
- INSTALL NEW HARD WOOD FLOORING AS CHOSEN BY OWNER AND AS NOTED ON THE DRAWINGS. INSTALL ALL WOOD FLOORS OVER ROBIN PAPER OR BUILDING PAPER, SAND AND SEAL NEW FLOOR AND APPLY 3 COATS OF A WATER-BASED POLYURETHANE FINISH. FINISH TEXTURE AND COLOR TO BE CHOSEN BY OWNER.
- CERAMIC AND STONE TILE FLOORS SHALL BE THIN-SET ON SOUND SUB-FLOORING. BATHROOM TILE FLOORS SHALL BE THIN-SET ON CONCRETE BACKER BOARD OVER PLYWOOD SUB-FLOOR. TILE STYLES AND COLORS TO BE CHOSEN BY OWNER.
- BATHROOM WALL BASE SHALL BE TILE TO MATCH THE FLOOR OR AS CHOSEN BY OWNER. INSTALL WALL TILE FULL HEIGHT AT SHOWERS. INSTALL SHOWER WALL TILE OVER CONCRETE BACKER BOARD.
- ALL DOOR HARDWARE SHALL BE CHOSEN BY THE OWNER. THE CONTRACTOR SHALL PURCHASE AND INSTALL ALL REQUIRED HARDWARE FOR A COMPLETE AND PROPER INSTALLATION.
- FINISH HARDWARE, LIGHTING FIXTURES, AND SWITCH PLATES SHALL BE PROTECTED OR REMOVED BEFORE PAINTING IS STARTED, AND SHALL BE REPLACED AFTER PAINTING AND FINISHING ARE COMPLETED.
- ALL NEW SURFACES TO RECEIVE FINISHES SHALL BE PREPARED IN STRICT ACCORDANCE TO THE PAINT OR FINISH MANUFACTURERS SPECIFICATIONS.
- ALL PAINTING SHALL CONSIST OF ONE PRIME COAT OVER NEW MATERIAL AND TWO FINISH COATS. WALLS AND CEILING ARE TO RECEIVE A FLAT FINISH. TRIM OR WOODWORK TO BE PAINTED SHALL RECEIVE A SEMI-GLOSS ENAMEL. ALL PAINTING SHALL BE SANDED BETWEEN COATS. COLORS TO BE CHOSEN BY OWNER.
- COORDINATE AND INSTALL ALL OWNERS FIXTURES AND CABINETS AS CHOSEN BY OWNER.

## GYPSUM BOARD ASSEMBLIES

- PROVIDE WOOD OR STEEL STUDS, FURRING, CHANNELS, ANCHORS, FASTENERS, HANGERS, AND OTHER ACCESSORIES FOR COMPLETE INTERIOR PARTITION AND FINISH WORK. COMPLY WITH UL DESIGNATIONS FOR RATED WALLS. PROVIDE SUPPLEMENTARY BLOCKING FOR ATTACHMENT OF RAILINGS, GRAB BARS, AND OTHER WALL-MOUNTED ACCESSORIES. MAXIMUM STUD SPACING TO BE 16" O.C. AT ALL AREAS TO BE TILED.
- PROVIDE SUSPENSION SYSTEM FOR CEILING COMPLYING WITH ASTM C 645.
- PROVIDE INTERIOR GYPSUM WALLBOARD COMPLYING WITH ASTM C 36 AS DESCRIBED IN THE DRAWINGS FOR THE PARTICULAR APPLICATION REQUIRED. IN MAXIMUM LENGTHS AND WIDTHS AVAILABLE THAT WILL MINIMIZE JOINTS IN EACH AREA AND CORRESPOND WITH THE SUPPORT SYSTEM.
- GYPSUM WALLBOARD: 5/8" THICKNESS WITH LONG EDGES TAPERED UNLESS OTHERWISE INDICATED ON PARTITION TYPE DRAWINGS AND SCHEDULES.
- TILE BACKING PANELS: CEMENTITIOUS BACKER UNITS, DUROCK (USG) OR WONDERBOARD, 1/2" THICK. INSTALL AT ALL CERAMIC FLOOR AND WALL TILE AREAS.
- WATER-RESISTANT GYPSUM BACKING BOARD TO COMPLY WITH ASTM C 630C 630M.
- TRIM AND ACCESSORIES TO COMPLY WITH ASTM C 1047 AND MAY INCLUDE GALVANIZED OR ALUMINUM-COATED STEEL SHEET, ROLLED ZINC, PLASTIC, OR PAPER-FACED GALVANIZED STEEL SHEET.
- SHAPES TO INCLUDE CORNERBEAD AND L-BEAD; USE AT ALL CORNERS.
- JOINT TREATMENT MATERIALS TO COMPLY WITH ASTM C 475.
- JOINT TAPE AT INTERIOR GYPSUM WALLBOARD TO BE PAPER. AT TILE BACKING PANELS FOLLOW MANUFACTURERS RECOMMENDATIONS.
- FOR JOINT COMPOUND AT INTERIOR GYPSUM WALLBOARD, FOR EACH COAT USE FORMULATION THAT IS COMPATIBLE WITH OTHER COMPOUNDS APPLIED ON PREVIOUS OR FOR SUCCESSIVE COATS.
- FOR JOINT COMPOUND AT TILE BACKING PANELS, USE SETTING-TYPE SANDABLE TOPPING COMPOUNDS COMPATIBLE WITH TILE ADHESIVE.
- INSTALL FIBERGLASS INSULATION SOUND ATTENUATING BLANKETS AT NEW INTERIOR PARTITIONS UNLESS OTHERWISE INDICATED.
- INSTALL CEILING BOARD PANELS ACROSS FRAMING TO MINIMIZE ABUTTING END JOINTS AND TO AVOID ABUTTING END JOINTS IN THE CENTRAL AREA OF EACH CEILING. STAGGER END JOINTS OF ADJACENT PANELS NOT LESS THAN ONE FRAMING MEMBER.
- TREAT GYPSUM BOARD JOINTS, INTERIOR ANGLES, EDGE TRIM, CONTROL JOINTS, PENETRATIONS, FASTENER HEADS, SURFACE DEFECTS, AND ELSEWHERE AS REQUIRED TO PREPARE GYPSUM BOARD SURFACES FOR PAINTING. PREFILL OPEN JOINTS, ROUNDED OR BEVELED EDGES, AND DAMAGED SURFACE AREAS.
- FINISH PANELS TO LEVELS INDICATED BELOW, ACCORDING TO ASTM C 840, FOR LOCATIONS INDICATED:  
LEVEL 1: EMBED TAPE AT JOINTS IN CEILING PLENUM AREAS AND CONCEALED AREAS. UNLESS A HIGHER LEVEL OF FINISH IS REQUIRED FOR FIRE-RESISTANCE-RATED ASSEMBLIES AND SOUND-RATED ASSEMBLIES.  
LEVEL 2: EMBED TAPE AND APPLY SEPARATE FIRST COAT OF JOINT COMPOUND TO TAPE, FASTENERS, AND TRIM FLANGES WHERE PANELS ARE SUBSTRATE FOR TILE.  
LEVEL 3: EMBED TAPE AND APPLY SEPARATE FIRST, FILL, AND FINISH COATS OF JOINT COMPOUND TO TAPE, FASTENERS, AND TRIM FLANGES AT PANEL SURFACES THAT WILL BE EXPOSED TO VIEW.

## ELECTRICAL NOTES

- THE ELECTRICAL CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND APPROVALS ON ALL OF HIS WORK, FROM ALL LOCAL AUTHORITIES, AND COMPLY WITH ALL NEW YORK STATE AND LOCAL CODE REQUIREMENTS.
- THE CONTRACTOR SHALL PROVIDE ALL MATERIAL AND LABOR TO INSTALL SERVICE REQUIREMENTS FROM THE UTILITY COMPANY'S TRANSFORMER AS REQUIRED BY CODE.
- ALL FEEDERS AND LINES SHALL BE OF A SIZE AS REQUIRED BY THE LOCAL AND STATE CODE, AND THE POWER COMPANIES DIRECTIVES.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE, AND THE STATE OF NEW YORK.
- THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL OUTLETS, SWITCHES AND COVER PLATES TO COMPLETE THE JOB. SUBMIT SAMPLES OF PROPOSED MATERIALS.
- SMOKE DETECTORS SHALL BE INSTALLED IN LOCATIONS REQUIRED BY CODE AND AS INDICATED ON THE DRAWINGS.
- AT THE COMPLETION OF THE JOB, THE ELECTRICAL CONTRACTOR SHALL SECURE ALL REQUIRED CERTIFICATIONS AS REQUIRED BY THE LOCAL AUTHORITIES.
- REVIEW ALL LIGHTING AND SWITCH LOCATIONS WITH THE OWNER.
- SUBMIT CUTS OF ALL PROPOSED LIGHT FIXTURES, PRIOR TO PURCHASE, TO THE OWNER FOR APPROVAL.
- THE CONTRACTOR SHALL VERIFY THAT THE REQUIRED SPACE IS AVAILABLE FOR ALL RECESSED LIGHT FIXTURES, AND SHALL INFORM THE ARCHITECT OF ANY OBSTRUCTION WHICH WOULD INTERFERE WITH THE PROPER INSTALLATION OF THE FIXTURES AS SHOWN.
- RECESSED LIGHT FIXTURES INSTALLED IN INSULATED CEILING SHALL BE PROVIDED WITH AN AIR-SEALED, INSULATION CONTACT HOUSING FROM THE MANUFACTURER.
- COORDINATE DIMMER SWITCHES WITH LED MANUFACTURERS APPROVED DIMMER SWITCH LIST. DO NOT INSTALL NON-COMPATIBLE DIMMER SWITCHES.
- FIELD VERIFY SOUNGE HEIGHTS ON WALL WITH OWNER AND FIXTURE CHOSEN.

## PLUMBING NOTES

- THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND APPROVALS ON ALL OF HIS WORK, FROM ALL LOCAL AUTHORITIES AND COMPLY WITH ALL STATE AND LOCAL REQUIREMENTS.
- PROVIDE AND INSTALL ALL PIPING, WATER SERVICE FROM STREET, TANKS, PUMPS, DRAINS, SUB-SURFACE DRAINAGE PIPE, VALVING, INSULATION, FITTINGS AND TESTING AS REQUIRED AND AS SHOWN ON THE DRAWINGS.
- ALL PIPING SHALL BE PRESSURE TREATED FOR LEAKS BEFORE BACKFILLING OR ENCLOSING WALLS.
- DO ALL TRENCHING AND BACKFILLING OF ALL SOIL LINES.
- ALL INTERIOR WATER PIPE SHALL BE TYPE L COPPER PIPE, WITH HARD DRAWN PLAIN ENDS, IN ACCORDANCE WITH ASTM SPECIFICATIONS, OR PEX INSTALLED ACCORDING TO THE MANUFACTURERS SPECIFICATIONS. FITTINGS FOR COPPER PIPE SHALL BE THOROUGHLY CLEANED AND FITTED, SOLDERED AND PRESSURE TESTED BEFORE BLOCKING OVER OR BURIED. ALL COPPER WATER SERVICE PIPING PLACED BELOW CONCRETE SLABS OR IN CRAWL SPACES SHALL BE INSULATED AND PROTECTED FROM ADJACENT MATERIALS.
- ALL SOIL AND WASTE PIPING SHALL BE CAST IRON OR PVC, SIZED AND INSTALLED ACCORDING TO CODE, AND ALL VENT PIPING SHALL BE COPPER OR PVC, INSTALLED ACCORDING TO CODE.
- PROVIDE SOUND INSULATION AROUND ALL WASTE LINES, AND OTHER PIPING OR AS INDICATED ON THE DRAWINGS.
- FURNISH ALL VALVES REQUIRED FOR THE PROPER CONTROL OF THE VARIOUS FIXTURES AND MECHANICAL EQUIPMENT, SO THAT ALL FIXTURES MAY BE ISOLATED FOR REPAIR AND SERVICING WITHOUT INTERFERENCE OF SERVICE TO THE REST OF THE SYSTEM.
- CONNECTIONS BETWEEN DISSIMILAR METALS SHALL BE ISOLATED BY DI-ELECTRIC FITTINGS.
- ALL PLUMBING FIXTURES SHALL BE AS CHOSEN BY THE OWNER, AND INSTALLED BY THE PLUMBING CONTRACTOR. REFER TO THE DRAWINGS FOR ADDITIONAL INFORMATION.
- ALL GAS LINES SHALL BE BLACK PIPE AND PRESSURE TESTED.

## DEMOLITION NOTES

- CONTRACTOR SHALL PERFORM ALL OPERATIONS OF DEMOLITION AND REMOVAL INDICATED ON THE DRAWINGS AND AS MAY BE REQUIRED BY THE WORK INCLUDING BUT NOT LIMITED TO WALL AND CEILING DEMOLITION, MECHANICAL, ELECTRICAL, AND PLUMBING DEMOLITION.
- ALL WORK SHALL BE DONE CAREFULLY, NEATLY, SAFELY, AND IN A SYSTEMATIC MANNER.
- ALL EXISTING CONSTRUCTION INDICATED TO REMAIN, INCLUDING BUT NOT LIMITED TO FINISH SURFACES, EQUIPMENT, STRUCTURAL ELEMENTS, FIRE PROOFING, STEEL, AND BUILDING UTILITY LINES, SHALL BE FULLY PROTECTED FROM DAMAGE. IF EXISTING CONSTRUCTION INDICATED TO REMAIN IS IN ANY WAY DISTURBED, WEAKENED, OR DAMAGED, THE CONTRACTOR SHALL RESTORE IT TO ITS ORIGINAL CONDITION WITHOUT ADDITIONAL COST TO THE OWNER.
- NO STRUCTURAL ELEMENTS SHALL BE REMOVED UNLESS PORTIONS AFFECTED ARE ADEQUATELY SUPPORTED BY EITHER TEMPORARY OR NEW STRUCTURAL ELEMENTS AS REQUIRED BY THE CONSTRUCTION DOCUMENTS TO PROTECT THE STABILITY AND INTEGRITY OF THE EXISTING STRUCTURE.
- REMOVE OR RELOCATE ALL WRING, PLUMBING, AND MECHANICAL EQUIPMENT AFFECTED BY REMOVAL OF PARTITIONS. REMOVED PIPES AND/OR LINES SHALL BE CUT TO A POINT OF CONCEALMENT BEHIND OR BELOW FINISHED SURFACES AND SHALL BE PROPERLY CAPPED OR PLUGGED. MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN AND PROTECT AGAINST DAMAGE DURING DEMOLITION.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE WEATHER PROTECTION FOR THE BUILDING AND ITS CONTENTS DURING THE COURSE OF THE WORK. ALL OPENINGS SHALL BE PROTECTED FROM ALL FORMS OF WEATHER OR WATER PENETRATION AS WELL AS WILDFIRE.
- OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF ITEMS OR STRUCTURES TO BE DEMOLISHED.
- CONTRACTOR SHALL ARRANGE FREIGHT ELEVATOR HOURS OF OPERATION IF APPLICABLE, DUMPSTER LOCATION, AND EXIT ROUTE WITH BUILDING OWNER OR MANAGER IN ADVANCE OF THE WORK.
- DO NOT USE CUTTING TORCHES FOR REMOVALS.
- IF UNANTICIPATED MECHANICAL, ELECTRICAL, OR STRUCTURAL ELEMENTS CONFLICT WITH DEMOLITION, REPORT THE NATURE AND EXTENT OF THE CONFLICT TO THE ARCHITECT IN WRITING, ACQUATE DETAIL. FURNISH RECEIPT OF INSTRUCTIONS, REARRANGE DEMOLITION SCHEDULE AND SEQUENCE TO MAINTAIN PROGRESS.
- IF HAZARDOUS MATERIALS, SUCH AS BUT NOT LIMITED TO ASBESTOS, ARE ENCOUNTERED OR SUSPECTED, NOTIFY OWNER AND ARCHITECT AND CEASE DEMOLITION.

## MATERIALS & EQUIPMENT

- THE PROJECT HAS BEEN DESIGNED AND DETAILED FOR THE EXPLICIT MATERIALS AND EQUIPMENT SPECIFIED. NO SUBSTITUTIONS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ARCHITECT. IF THE SPECIFIED MATERIAL IS NOT AVAILABLE, THE CONTRACTOR SHALL PROPOSE AN ALTERNATE MATERIAL AND SHALL PROVIDE DRAWINGS, SAMPLES, SPECIFICATIONS, MANUFACTURERS LITERATURE, PERFORMANCE DATA, AND ANY OTHER NECESSARY INFORMATION. SUCH THAT THE ARCHITECT CAN EVALUATE THE PROPOSED SUBSTITUTION. IF THE SUBSTITUTION AFFECTS A CORRELATED FUNCTION, ADJACENT CONSTRUCTION, OR THE WORK OF ANY OTHER CONTRACTOR OR TRADE, THE NECESSARY CHANGES AND MODIFICATION TO THE AFFECTED WORK SHALL BE ACCOMPLISHED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- NO REQUESTS FOR SUBSTITUTIONS WILL BE ENTERTAINED BY THE ARCHITECT DUE TO ANY CONTRACTORS' FAILURE TO ORDER MATERIALS ON TIME.
- ALL MATERIALS REQUIRED FOR THE PERFORMANCE OF THE CONTRACT SHALL BE NEW AND OF THE BEST QUALITY OF KINDS SPECIFIED, ALL SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE USE OF WORN OR SECOND-HAND MATERIALS IS STRICTLY FORBIDDEN UNLESS SPECIFIED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL, IF REQUIRED, FURNISH SATISFACTORY EVIDENCE OF THE KIND AND QUALITY OF MATERIALS AND WORKMANSHIP.
- MATERIALS SHALL BE USED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS. IF REQUIRED, THE MANUFACTURER'S REPRESENTATIVE SHALL INSTRUCT THE CONTRACTOR IN THE USE OF THE MATERIALS OR SHALL SUPERVISE THEIR USE AT THE CONTRACTOR'S EXPENSE. IN THE CASE THAT MANUFACTURERS INSTRUCTIONS, DO NOT EXIST, STANDARDS OF RECOGNIZED AGENCIES OR ASSOCIATIONS SHALL BE FOLLOWED.
- THE STANDARD SPECIFICATIONS OF THE MANUFACTURERS WHICH ARE APPROVED FOR USE ARE TO BE CONSIDERED PART OF THE PROJECT SPECIFICATIONS WITH THE SAME FORCE AND EFFECT AS THOUGH HERIN WRITTEN OUT IN FULL. WHEREVER THE DRAWINGS OR SPECIFICATIONS REQUIRE HEAVIER MEMBERS, BETTER QUALITY MATERIALS, OR ARE OTHERWISE MORE STRINGENT, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN.

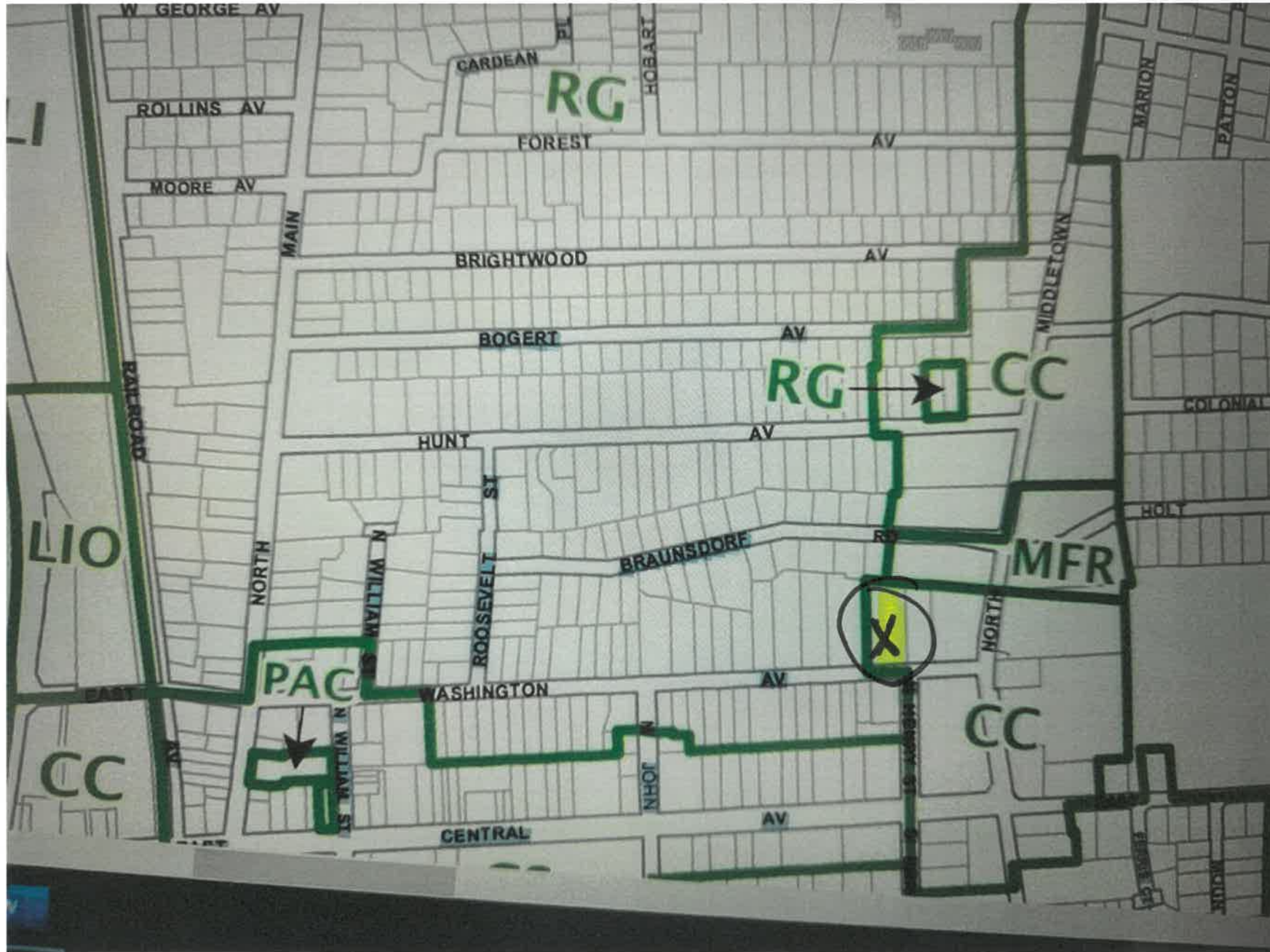
## CHANGES, SUBSTITUTIONS AN CONDITIONS

- ALL CHANGES AND SUBSTITUTIONS TO THE DRAWINGS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND COMMENT. ALL MATERIAL CHANGES SHALL BE SUBMITTED WITH SAMPLES AND APPROPRIATE LITERATURE.
- ALL SUBSTITUTIONS SHALL BE EQUAL IN PERFORMANCE AND WARRANTABLE.
- THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR MATERIAL SUBSTITUTIONS AND CHANGES TO THE JOB WHICH ARE NOT AUTHORIZED BY HER IN WRITING.
- REGARDLESS OF CHANGES, SUBSTITUTIONS AND MODIFICATIONS TO MATERIAL, EQUIPMENT, AND FIXTURES AS THEY PERTAIN TO THE JOB, THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE TO THE NEW YORK STATE BUILDING CODE, AND ALL LOCAL CODES AND ORDINANCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND ASSUME ALL RESPONSIBILITY FOR, ALL MATERIALS, METHODS, PROCEDURES, SAFETY REQUIREMENTS, AND DIRECTIVES, IN CONTRACTING AND BUILDING OF THE JOB.
- THE CONTRACTOR SHALL BE IN DIRECT CHARGE OF ALL CONSTRUCTION, SUPERVISION, AND ALL ERRORS OR OMISSIONS DURING THE COURSE OF CONSTRUCTION. ALL CHANGES AND SUBSTITUTIONS TO THE DRAWINGS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND COMMENT. ALL MATERIAL CHANGES SHALL BE SUBMITTED WITH SAMPLES AND APPROPRIATE LITERATURE. ALL SUBSTITUTIONS SHALL BE EQUAL IN PERFORMANCE AND WARRANTABLE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR MATERIAL SUBSTITUTIONS AND CHANGES TO THE JOB WHICH ARE NOT AUTHORIZED BY HER IN WRITING. REGARDLESS OF CHANGES, SUBSTITUTIONS AND MODIFICATIONS TO MATERIAL, EQUIPMENT, AND FIXTURES AS THEY PERTAIN TO THE JOB, THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE TO THE NEW YORK STATE BUILDING CODE, AND ALL LOCAL CODES AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE AND ASSUME ALL RESPONSIBILITY FOR, ALL MATERIALS, METHODS, PROCEDURES, SAFETY REQUIREMENTS, AND DIRECTIVES, IN CONTRACTING AND BUILDING OF THE JOB.
- THE CONTRACTOR SHALL BE IN DIRECT CHARGE OF ALL CONSTRUCTION, SUPERVISION, AND ALL ERRORS OR OMISSIONS DURING THE COURSE OF CONSTRUCTION.

## ENERGY COMPLIANCE NOTES

- LIGHTING SYSTEM TO COMPLY WITH ENERGY CODE REQUIREMENTS.
- HEATING SYSTEM SIZED PER ACCA MANUAL 5 BASED ON LOADS CALCULATED PER ACCA MANUAL J OR OTHER METHODS APPROVED BY THE CODE OFFICIAL.
- HOT WATER PIPES TO BE INSULATED TO MIN R-3
- ENERGY CONSERVATION MEASURES FOR SWH SYSTEMS TO FOLLOW GUIDELINES IN SECTION R403. 1-5, 2020 ENERGY CONSERVATION CODE OF NYS
- PROGRAMMABLE THERMOSTATS O BE INSTALLED FOR CONTROL OF PRIMARY HEATING SYSTEM AND INITIALLY SET BY MANUFACTURER TO CODE SPECIFICATIONS.
- HOT WATER BOILERS SUPPLYING HEAT THROUGH ONE- OR TWO-PIPE HEATING SYSTEMS HAVE OUTDOOR SETBACK CONTROL TO LOWER BOILER WATER TEMPERATURE BASED ON OUTDOOR TEMPERATURE.
- MANUFACTURER MANUALS FOR MECHANICAL AND WATER HEATING SYSTEMS HAVE BEEN PROVIDED.
- 90% OR MORE OF PERMANENT FIXTURES HAVE LAMPS WITH AN EFFICACY >= 64 LUMENS/WATT OR HAVE A TOTAL LUMINAIRE EFFICACY >= 45 LUMENS/WATT.

**Exhibit C**  
**Tax Map retrieved from Town of**  
**Orangetown website on 3/6/2023**



**Exhibit D**

**List of neighbors/addresses of all property  
owners within 200 feet of perimeter of our  
home**



SWIS	PRINT KEY	NAME	ADDRESS
392489	68.16-5-53	Michael J Cussen	150 Braunsdorf Rd,Pearl River, NY 10965
392489	68.16-5-54	Angelo Bragaglia	156 Braunsdorf Rd,Pearl River, NY 10965
392489	68.16-5-55	Xiaoli Shang	177 E Washington Ave,Pearl River, NY 10965
392489	68.16-5-56	Christopher Chesman	175 E Washington Ave,Pearl River, NY 10965
392489	68.16-5-57	Daniel G Fanning	163 E Washington Ave,Pearl River, NY 10965
392489	68.16-5-58	Kevin F O'Donohue	157 E Washington Ave,Pearl River, NY 10965
392489	68.16-6-32	Joshua Choper	174 E Washington Ave,Pearl River, NY 10965
392489	68.16-6-33	Jamie E Feger	17 N Henry St,Pearl River, NY 10965
392489	69.13-1-23	Iraklis Realty LLC	121 West Nyack Rd,Nanuet, NY 10954
392489	69.13-1-24	Pearl River Apartments LLC	131 Prospect St, South Orange, NJ 07079

**Exhibit E**  
**Copy of our deed**

## Rockland County Clerk Recording Cover Sheet

**Received From :**  
CHRISTOPHER AND YESSICA CHESMAN  
175 E WASHINGTON AVENUE  
PEARL RIVER, NY 10965

**Return To :**  
CHRISTOPHER AND YESSICA CHESMAN  
175 E WASHINGTON AVENUE  
PEARL RIVER, NY 10965

**Method Returned :** SASE

**First GRANTOR**

CHESMAN, CHRISTOPHER

**First GRANTEE**

CHESMAN, CHRISTOPHER

**Index Type :** Land Records

**Instr Number :** 2022-00003943

**Book :**                      **Page :**

**Type of Instrument :** Deed

**Type of Transaction :** Deed

**Recording Fee:**                      \$206.00

**Recording Pages :**                      6

The Property affected by this instrument is situated in Orangetown, in the County of Rockland, New York

**Real Estate Transfer Tax**

**RETT # :**                      4760

**Deed Amount :**                      \$0.00

**RETT Amount :**                      \$0.00

**Total Fees :**                      \$206.00

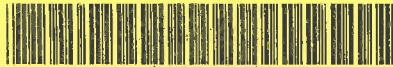
State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 01/31/2022

At (Recorded Time) : 11:28:00 AM



Doc ID - 055351990006

*Donna G. Silberman*

Donna G. Silberman  
County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: NYROCKLANDUSER23 Printed On : 01/31/2022 At: 11:29:43AM

THIS INDENTURE, made the 27th day of January, 2022

**BETWEEN**

Christopher Chesman, residing at 175 E. Washington Avenue, Pearl River, New York, 10965

party of the first part, and

Christopher Chesman and Yessica Chesman as husband and wife, residing at 175 E. Washington Avenue, Pearl River, New York 10965

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of

\$0.00 dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Town of Orangetown, County of Rockland, State of New York, being more particularly described on Schedule "A" attached hereto and made a part hereof.

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by Richard R. Matner as executor of Bertha M. Bohr by Deed dated August 7, 1997 and recorded in the Rockland County Clerk's Office on August 8, 1997 under instrument ID: 1997-00030819 .


TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

  
Christopher Chesman

*Handwritten initials*  
CJA  
CJA

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of Rockland, ss:

On the 27<sup>th</sup> day of January in the year 2022, before me, the undersigned, personally appeared

Christopher Chesman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

PERLA BAEZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BA6227092  
Qualified in Bronx County  
My Commission Expires 08-23-2022

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_,

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said \_\_\_\_\_ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

\_\_\_\_\_  
NOTARY PUBLIC

**Bargain and Sale Deed  
With Covenants**



Christopher Chesman  
TO

Christopher Chesman and Yessica Chesman, as husband and wife

**Title No.**

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE**

State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the


(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY: Rockland  
TOWN/CITY: Orangetown  
PROPERTY ADDRESS: 175 E. Washington Avenue  
Pearl River, New York 10965  
SECTION: 68.16  
BLOCK: 5  
LOT: 56

**RETURN BY MAIL TO:**

Christopher and Yessica Chesman  
175 E. Washington Avenue  
Pearl River, NY 10965

**DISTRIBUTED BY**  
  
**JUDICIAL TITLE**  
T: 800-281-TITLE F: 800-FAX-9396

**SCHEDULE A**

**Premises: 175 E. Washington Avenue, Pearl River, NY 10965**

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Pearl River, in the Town of Orangetown, County of Rockland, New York, and bounded and described as follows:

BEGINNING at a point in the northerly bounds of Washington Avenue, which point is distant three hundred seventy-three and 1/10th (373.1) feet westerly from an iron pipe, which pipe is at the intersection formed by the northerly side of Washington Avenue with the westerly side of the Middletown Road; which point is also distant Three hundred ninety-four and 5/10ths (394.5) feet westerly from the point formed by the intersection of the center line of the Middletown Road and the northerly line of Washington Avenue, and running from thence north and at right angles to the northerly line of Washington Avenue, two hundred and eighty-eight (288) feet to a point in the south bounds of the lands of D.J.A. Bogert, from thence south seventy-nine (79) degrees, ten (10) minutes east along the south bounds of the said D.J.A. Bogert's lands about two hundred and twenty-three (223) feet six (6) inches to a point; thence in a southerly direction and parallel with the first course and part of the way along the lands now or formerly of Woodworth, about two hundred and sixty (260) feet to a point marked by an iron stake in the northerly line of Washington Avenue; thence north eighty-six (86) degree:: twenty (20) minutes west along the northerly line of Washington Avenue, two hundred and twenty (220) feet to the point or place of beginning, Containing all of the lands within the said bounds, be the said several distances.

EXCEPTING THEREFROM the following described premises, to wit:

**ALL** that certain plot, piece or parcel of land, situate, lying and being at Pearl River, Town of Orangetown., County of Rockland, New York, bounded and described as follows:

BEGINNING at a point in the northerly side of Washington Avenue, distant westerly one hundred fifty-three and 1/10th (153 .1) feet from an iron pipe in the northwesterly corner of the Washington Avenue and Middletown Road, which point of beginning is marked by a stake, and being the southwest corner of lands of Woodworth; and running thence along the northerly) side of Washington Avenue, north 86 20' west, eighty-eight (88) feet to a point thence northerly and at right angles to Washington Avenue: about two hundred and seventy (470) feet to a point in the south bounds of land formerly of Daniel J.A. Bogert, now Serven; from thence south 79 10; east along the south bounds of the lands formerly of Daniel J. A. Bogert, now Serven, about eighty-nine (89) feet to a point, thence south 3 40' west and part of the distance along the westerly line of the lands of Woodworth, about two hundred fifty-eight and 3/10th (258. 3) feet to the northerly side of Washington Avenue, and the point or place of beginning, and containing all of the lands within said bounds.

THE ABOVE PREMISES ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northerly side of East Washington Avenue, said point of beginning being distant 241.47 westerly from the corner formed by the intersection of the northerly side of East Washington Avenue and the westerly side of North Middletown Road, said point of beginning also being the division line between lands being described herein and lands of Papp;

running thence from said point of beginning westerly along the northerly side of East Washington Avenue, North 86 26' 00" West, 132.00 feet to lands of Schwartz;

thence turning and running along said lands of Schwartz, North 03 34' 00" East, 281.99 feet to lands of DiGiovanni;

thence turning and running along said lands of DiGiovanni and lands of Richards, South 79 10' 00" East, 133.07 feet to lands of Papp:

thence turning and running along said lands of Papp, South 03 34' 00" West, 265.16 feet to the point and place of BEGINNING.

**LOCAL LAW NO. \_\_\_\_\_ OF 2023,  
TO ESTABLISH A NEW CHAPTER 16  
OF THE CODE OF THE TOWN OF ORANGETOWN (“ORANGETOWN CODE”)  
TO BE ENTITLED “FOOD TRUCKS.”**

Be it enacted by the Town Board of the Town of Orangetown, as follows:

**Section 1. Recitals and Legislative Intent**

Notwithstanding the provisions contained in Chapter 18, entitled Hawking and Peddling, of the Code of the Town of Orangetown (“Orangetown”), regulating soliciting, vending, hawking and peddling within Orangetown, it is hereby found and determined that a limited number of permits for mobile food vendors, i.e., “food trucks,” should be allowed to provide the residents and visitors to Orangetown additional options for dining and the purchase of edible commodities, irrespective of the regulations of Chapter 18. It is further found and determined that, in an effort to protect the health, safety and welfare of the residents and the consuming public, the operation of food trucks should be limited to a relatively small number, with the food truck permits being granted on a periodic basis, the operation of which should be further regulated to ensure adequate location, accommodation and safe operation.

**Section 2. Adoption of new Chapter 16 entitled “Food Trucks”**

A new Chapter 16 is hereby inserted into the Code of the Town of Orangetown (“Orangetown Code”) to read as follows:

**Chapter 16. Food Trucks.**

**§16-1. Purpose.**

The purpose of this Chapter is to regulate food trucks within the Town of Orangetown (“Orangetown”) in a manner that protects the public health, safety and welfare, and this Chapter describes the permitting procedures for food trucks, and is intended to operate in conjunction with the regulations of Chapter 43, entitled “Zoning,” of the Code of the Town of Orangetown (“Orangetown Code”); however, if there should be a conflict or inconsistency between the provisions of this Chapter and Chapter 43, the provisions of this Chapter shall control and govern.

**§16-2. Definitions.**

The following terms shall, for the purposes of this Chapter, have the meanings described in this Section:

**FOOD TRUCK**

A self-contained mobile food and/or beverage service operation located in an easily movable motor vehicle, cart, stand or trailer (“vehicle”), within, and from which, ready-to-eat food and/or beverages for human consumption are prepared, cooked, wrapped, packaged, processed or portioned, and sold, purveyed, dispensed or distributed, in individual portions to the general public, for consumption on or off of the premises at which the vehicle is located, which vehicle may be self-propelled, or towed or pushed by another vehicle or person.



## **FOOD TRUCK OPERATOR**

Any one of the following is a food truck operator, which may be a natural person, a business entity, a company, an association and/or an organization (“person or entity”): (i) the owner(s) of the food truck; (ii) the owner(s) of the business, or food/beverage service establishment, operating out of the food truck; and/or (iii) any person or entity exercising dominion and control over the food truck. A food truck operator may also be referred to in this Chapter as, and includes, a person or entity that operates a food truck.

### **§16-3. Permit required.**

- A. It shall be unlawful for any person or entity to operate a food truck within Orangetown without having obtained a Food Truck Permit for such purpose in accordance with the provisions of this Chapter.
- B. Any person or entity desiring to operate a food truck shall submit a written application for a Food Truck Permit, at least 10 business days prior to event, which shall be signed and notarized with an attestation of truth and accuracy, to the Orangetown Office of Building, Zoning and Planning Administration and Enforcement (“OBZPAE”); which application shall be made on forms provided by OBZPAE, and shall include the information and documentation required by this Chapter, and any additional information or documentation that the Director of OBZPAE and/or an Orangetown Fire Inspector may reasonably require in her/his discretion within the purpose, intent and spirit of this Chapter, in addition to the following items:
- (1). Full legal name, preferred contact phone number and email address, home street address, and the business’s street address and mailing address (if different), of the food truck operator(s), as defined in this Chapter.
  - (2). A description and photograph of the food truck, including, if the food truck is a motor vehicle, the license plate and registration number, VIN number, and the year, make and model, of the motor vehicle, and its dimensions (length and width).
  - (3). A valid copy of the County of Rockland (“County”) Health Department mobile food service establishment and/or foodcart permit, if such a permit is required by the County (“County permit”).
  - (4). The street address of the private property at which the food truck will be located; and the private property owner’s full legal name, whether a person or entity, preferred contact phone number and email address, and street address and mailing address (if different); and, if the private property owner is an entity rather than a natural person, then the full legal name, preferred contact phone number and email address, and street address and mailing address (if different), of the principal of the entity is also required.
  - (5). A signed and notarized owner consent form from the private property owner authorizing, consenting and allowing the location of the food truck on the property, and/or for any entity or individual requesting permission for a food truck to operate as part of a special event, parade, fair or festival.
  - (6). A sketch site plan, which shall include details sufficient to demonstrate compliance with this Chapter.
  - (7). The application fee in accordance with the fee schedule established by resolution of the Town Board of the Town of Orangetown (“Town Board”).
- C. OBZPAE shall approve and issue a food truck permit if:
- (1). the applicant demonstrates compliance with the requirements of this Chapter;
  - (2). the required food truck permit fee has been paid;

- (3). no municipal or governmental code violations, or notices of violation, are pending on the property at which the food truck will be located;
- (4). the property at which the food truck will be located is not located in a Residential "R" Zoning District (R-80, R-40, R-22, R-15, RG, MFR) as per Orangetown Code Chapter 43 (Zoning);
- (5) the food truck is in full compliance with all applicable codes, rules and regulations of the Uniform Fire Prevention and Building Code of New York State, and the National Fire Protection Association (NFPA); and
- (6) a valid County issued permit is submitted with the application.

D. Food truck permits shall only be issued for the following lengths of operation, provided that, in no event, shall a permit be issued to expire later than the County permit (if a permit is required by the County):

- (1). Seasonal permit: six months. Operation of a food truck under a six month seasonal permit is only authorized in LO, LIO, LI and OP zoning districts between March and November.
- (2). Daily permit: four consecutive days.

E. A permit is effective upon approval by OBZPAE and an Orangetown Fire Inspector, with the effective dates set forth on said permit.

F. A food truck permit is not transferable.

G. In addition to the provisions of §16-10 below, OBZPAE shall administer and enforce this Chapter, as contemplated in Orangetown Code Chapter 6A (entitled Building, Zoning and Planning Administration), including, but not limited to, the authority to issue summonses and/or appearance tickets in the Orangetown Justice Court for any violations of this Chapter.

**§16-4. Siting.**

A. A food truck permitted under this Chapter shall only be located on private property; and nothing in this Chapter shall be deemed to authorize the sale or distribution of food from a food truck on public property or in the public right-of-way, except as set forth in §16-7.

B. A food truck shall not be permitted in any property located in a Residential "R" Zoning District (R-80, R-40, R-22, R-15, RG, MFR) as per Orangetown Code Chapter 43 (Zoning).

C. A food truck shall only be sited on the property at the location designated on the food truck permit.

D. A food truck shall meet the minimum side, rear and front yard setbacks, and maximum building height, regulations applicable to an accessory structure for the Zoning District in which the property is located upon which the food truck is sited.

E. A food truck shall be located a minimum of:

- (1). five feet away from the edge of any driveway or walkway;
- (2). five feet away from a utility box or appurtenances;
- (3). fifteen feet away from an ADA handicap/wheelchair ramp;
- (4). twenty five feet away from a building entrance, exit or emergency access/exitway;

- (5). ten feet away from an emergency call box;
- (6). twenty five feet away from the main entrance to any restaurant;
- (7). twenty five feet away from any outdoor dining area associated with any restaurant;
- (8). fifty feet away from any other food truck on another property, as measured from the designated location on the other property accommodating the other food truck;
- (9). one hundred feet away from any watercourse, stream, creek, river or body of water;
- (10). ten feet from another food truck on same property; and
- (11). twenty five feet away from a fire hydrant.

F. A food truck shall be sited in a location that does not:

- (1). obstruct, hinder or interfere with the free flow of pedestrian, bicycle or motor vehicular traffic;
- (2). restrict visibility at any driveway or intersection;
- (3). unreasonably interfere with the activities of other businesses, or otherwise interfere with other lawful activities, or violate any statutes, ordinances, or other laws; and
- (4). does not restrict fire apparatus access roads.

#### **§16-5. Number and size of food trucks.**

A. Food trucks shall only be located on a single tax lot of at least 5,000 square feet in size.

B. A maximum of three food trucks shall be permitted per single tax lot at any one time, with separate permits required for each food truck.

C. The maximum number of food truck permits that may be issued per single tax lot, per year, shall be one seasonal permit and three daily permits.

D. The maximum size of a food truck shall be 256 square feet, measured from the exterior faces of the food truck.

E. A minimum of four off-street parking spaces, designated to exclusively serve the food truck while the food truck is operating, shall always be available (while the food truck is operating) on the same tax lot as the food truck, which parking spaces shall not otherwise be reserved, encumbered, or assigned to satisfy the off-street parking requirements of another business or activity that is operating on the lot at the same time as the food truck.

#### **§16-6. Operations.**

A. Food truck operators shall maintain a valid County permit (if required by the County); and shall also operate the food truck in conformance with any and all applicable governmental health regulations, standards, laws and statutes and all applicable codes, rules and regulations of the Uniform Fire Prevention and Building Code of New York State.

B. The following shall be conspicuously posted in public view on the food truck at all times: the County permit (if required by the County); the Orangetown food truck permit; and a notice, printed with at least two-inch height lettering, that states: "TO REPORT A VIOLATION, CALL AN ORANGETOWN CODE ENFORCEMENT OFFICER AT PHONE #845-359-8410."

- C. Food trucks shall have adequate ingress and egress from its sited location so as to prevent traffic congestion and safety hazards. Existing and/or proposed curb cuts, intended to serve the food truck, shall meet the minimum sight distance requirements of the Orangetown Highway Department.
- D. All food trucks shall be allowed a single freestanding sign not greater than ten square feet in size as measured on one side of a two-sided sign or placard, in addition to the following:
- (1) there shall be no limit on the size, or number of signs, painted or permanently affixed on the truck; and
  - (2) signs that are painted or permanently affixed to food trucks shall not be mounted perpendicular to the food truck, and shall not protrude beyond the exterior body of the food truck.
- E. The hours of operation of food trucks are authorized as follows:
- (1) in any Zoning District, other than a residential Zoning District, between the hours of 6:00 a.m. to 8:00 p.m., however, power generators operated in accordance with subsection N shall not be operated prior to 7:00 a.m.;
  - (2) in any residential Zoning District between the hours of 9:00 a.m. and 8:00 p.m., Monday through Friday; between the hours of 10:00 a.m. and 10:00 a.m. on Saturday; and between the hours of 11:00 a.m. and 7:00 p.m. on a Sunday or legal holiday.
- F. The food truck operator, or his/her authorized designee, must be present at all times during the operation of the food truck, except in cases of emergency.
- G. Food truck operators shall provide trash and recycling receptacles within ten feet of their food truck, and are responsible for the proper and lawful disposal of waste and trash associated with the operation of the food truck, and shall properly and lawfully remove and dispose of all waste and trash associated with their operation at the end of each day, or more frequently as necessary to maintain the health and safety of the public. The food truck operator shall keep all areas, and any associated seating areas, clean of grease, trash, napkins, paper, cups, plates, utensils, packaging, bottles and cans associated with the operation. All liquid waste, oil and grease shall be properly and lawfully disposed of, and shall not be spilled or discharged in, near or on streams, wetlands, storm drains, lawns, sidewalks, streets or other public spaces, or in sanitary sewers or septic tanks that are not equipped with a grease trap.
- H. Outdoor seating shall be permitted when sited on private property, so long as such seating is sited in accordance with the provisions of §16-4 herein; and shall not exceed eight total seats.
- I. With the exception of allowable outdoor seating areas and trash receptacles, all equipment required for the operation of a food truck shall be contained within, attached to, or located within five feet of the food truck.
- J. No food shall be prepared, sold or displayed at the food truck site outside of the food truck.
- K. Lighting is prohibited, except for lighting that is used within the inside of the food truck for the sole purpose of the preparation, cooking, wrapping, packaging, processing, apportioning,

dispensing, or transacting the sales, of the food or beverages, which lighting shall be completely shut off when the food truck is not in operation.

- L. Tents and canopies are prohibited. Awnings shall only be permitted if they are attached to the food truck; and umbrellas shall only be permitted if they are attached to a picnic table.
- M. Amplified sound, loudspeakers and public address (PA) systems, including, but not limited to, the playing, airing, broadcasting or performing of live, pre-recorded, or internet or satellite streaming, music is prohibited; and the food truck operation shall comply with the noise regulations of Chapter 22 of the Orangetown Code.
- N. Power generators are prohibited; unless the power generator (i) does not exceed [ 80 decibels at the point of alleged disturbance, (ii) does not exceed [2 (two) ] hours of consecutive operation in a 4 hour period, and (iii) complies with all other applicable Orangetown Code provisions, including, but not necessarily limited to, Chapter 22 (Noise).
- O. Food trucks and associated outdoor seating, if any, shall be completely removed from all permitted locations upon expiration of the food truck permit.

**§16-7. Exceptions.**

- A. An Orangetown resident may apply for and receive, a special event private use food truck permit requesting that a food truck cater a special event on the resident's own private property at their place of residence, which may be within any Zoning District. A resident's request for a special event private use food truck permit shall be made to OBZPAE for a period not exceeding one day, and which permit shall be subject to the requirements of this Chapter, except for §16-4(A) and (B); and food truck sales or dispensing shall be limited to the private event attendees only (not to the general public), and no greater than two such permits per calendar year shall be issued per household.
- B. The Town Board may, by Resolution and in its legislative discretion, authorize, empower and allow OBZPAE to issue a food truck permit, to a not-for-profit entity or organization, a religious or educational institution, civic organizations such as the Rotary Club, Lions Club, or Chambers of Commerce, or a municipal or governmental entity (including a Library or Fire District or association), or as part of a Block Party Permit issued by Town Highway Department, to be located in any Zoning District and on any site approved by the Town Board, including public property, for the purpose of events, fairs, festivals or parades that are open to the general public; which food truck permit shall be subject to the requirements of this Chapter and Chapter 18 as same may be applicable, except those requirements that the Town Board in said Resolution, may modify as necessary, or impose such other conditions or restrictions as required by the Town Board and which may be imposed as part of a Resolution authorizing such permit.
- C. Food Trucks as may otherwise be permitted under the provisions of Chapter 43 of the Town Code shall be subject to any requirements as set forth therein.

**§16-8. Violations.**

- A. Any of the following shall constitute a violation of this Chapter:

- (1). Operating a food truck without properly obtaining a valid food truck permit, which shall be a violation of the food truck operator.
- (2). Operating a food truck without properly displaying a valid food truck permit, which shall be a violation of the food truck operator and the owner of the property at which the food truck is located.
- (2). Fraud or misrepresentation contained in the food truck permit application, which shall be a violation of the food truck operator.
- (3). Fraud or misrepresentation made in the course of operating the food truck, which shall be a violation of the food truck operator and the owner of the property at which the food truck is located.
- (4). Conduct that is, or creates, a public nuisance, hazard, peril, menace or danger, or otherwise constitutes a threat to the public health, safety or welfare, which shall be a violation of the food truck operator and the owner of the property at which the food truck is located.
- (5). Failure to comply with any of the regulations of §16-4, §16-5 or §16-6, which shall be a violation of the food truck operator and the owner of the property at which the food truck is located.

**§16-9. Suspension or revocation of a food truck permit.**

- A. OBZPAE may issue, to the food truck operator, for any violation, a notice of intent to suspend or revoke a food truck permit (“notice”), which notice shall describe the violation and require that the permit holder immediately correct the violation or cause the violation to be corrected; which notice shall be sent to the permit holder (1) by personal delivery, courier (e.g., FedEx, UPS), or USPS First Class Mail, to the address submitted with the food truck permit application, or by (2) posting at the place of business of the food truck.
- C. If the holder of the food truck permit fails to immediately correct the violation or cause the violation to be corrected, then OBZPAE may suspend or revoke the permit.
- D. A food truck permit holder shall be entitled to request a hearing to appeal OBZPAE’s suspension or revocation of a food truck permit, which hearing shall be held before the Town Board, upon application made by the permit holder to the Town Clerk demonstrating that the permit holder was not in violation of the permit. OBZPAE’s suspension or revocation of a food truck permit remains enforceable and in effect, unless reversed or modified by the Town Board as a result of said hearing, which hearing shall be held within 45 days of said application by the permit holder, or as soon thereafter as the Town Board is able to schedule the hearing.

**§16-10. Enforcement and administration.**

- A. The provisions of this Chapter shall be administered by OBZPAE, and shall be enforced by OBZPAE and/or any other Orangetown agency that has jurisdiction over an aspect of the food truck operation, including, but not necessarily limited to, the (1) Police Department, (2) Highway Department, (3) Department of Parks, Recreation and Buildings, (4) Department of Environmental Management and Engineering, and (5) Bureau of Fire Prevention.
- B. Pursuant to §10(4)(a) of NYS Municipal Home Rule Law and §150.10 of NYS Criminal Procedure Law, Police Officers and OBZPAE are authorized and empowered to issue and serve summonses and/or appearance tickets returnable in the Orangetown Justice Court, and to

prosecute the violation in said Court, when he or she has reasonable cause to believe that a person or entity has violated this Chapter.

**§16-11. Penalties for offenses.**

- A. A violation of this Chapter shall be deemed a violation, and not a crime or offense. Any person or entity who shall violate any provision of this Chapter shall, upon conviction, be subject to the penalties set forth in Chapter 41A of the Orangetown Code; except for imprisonment, incarceration or jail, which shall not be a penalty. Each day's continued violation shall constitute a separate violation.
- B. Conviction of a violation of this Chapter shall constitute and effect an immediate forfeiture of any food truck permit issued to the person or entity so convicted.
- C. Without limiting any other remedy, the Town Board may also maintain a civil action or proceeding, in the name of the Town of Orangetown, in a court of competent jurisdiction, to compel compliance with, or to restrain by injunction the violation of, this Chapter.

**Section 3. Authority**

This proposed Local Law is enacted and adopted pursuant to NYS Municipal Home Rule Law §10, and in accordance with the procedures prescribed in NYS Municipal Home Rule §20.

**Section 4. Severability**

If any section, subdivision, paragraph, clause or phrase of this Local Law shall be adjudged invalid, or held to be unconstitutional, by any court of competent jurisdiction, any judgment or order made thereby shall not affect the validity of this Local Law as a whole, or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

**Section 5. Effective Date**

This Local Law shall take effect upon publishing and posting a copy in the manner prescribed by applicable laws, and upon filing a copy with the NYS Secretary of State.

## Allison Kardon

---

**From:** Jane Slavin  
**Sent:** Tuesday, June 28, 2022 1:05 PM  
**To:** Allison Kardon; Rosanna Sfraga  
**Subject:** FW: LGRMIF Grant Town of Orangetown

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI-

Have a great day!

Sincerely,

**Jane Slavin, RA.**

Director  
Office of Building, Zoning, Planning, Administration and Enforcement  
Town of Orangetown  
20 Greenbush Road  
Orangeburg, NY 10962  
(845)359-8410 x4302  
(845)359-8526 fax  
<https://www.orangetown.com/groups/department/building/>

**[LINK TO ZONING CODE](https://ecode360.com/26866922)**

**<https://ecode360.com/26866922>**

**[LINK TO ZONING MAP](https://ecode360.com/attachment/OR0091/OR0091-Zoning%20Map.pdf)**

**<https://ecode360.com/attachment/OR0091/OR0091-Zoning%20Map.pdf>**

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**From:** Michael Martin <Michael.Martin@nysed.gov>  
**Sent:** Tuesday, June 28, 2022 12:51 PM  
**To:** Jane Slavin <jslavin@orangetown.com>; Rosanna Sfraga <rsfraga@orangetown.com>  
**Subject:** LGRMIF Grant Town of Orangetown

Hello,

Congratulations on being awarded an LGRMIF grant. I wanted to reach out to you as the Records Advisory Officer for Towns in New York State. If you have any questions about the grant process, amendments, reports etc. I would be happy to help.

Michael

Sincerely,

Michael P. Martin  
Records Advisory Officer



Towns  
New York State Archives

Senator John H Hughes Office Building  
333 E. Washington St.  
Room 230  
Syracuse, NY 13202

Phone: 518-330-7987

### Confidentiality Notice

This email including all attachments is confidential and intended solely for the use of the individual or entity to which it is addressed. This communication may contain information that is protected from disclosure under State and/or Federal law. Please notify the sender immediately if you have received this communication in error and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



Grants Finance, Room 510W, Education Building, Albany, NY 12234  
 Tel. (518) 474-4815 Fax (518) 486-4899  
 Email: GRANTSWEB@NYSED.GOV

<b>Grant Award Recipient</b>  TOWN SUPERVISOR TOWN OF ORANGETOWN 26 W ORANGEBURG RD ORANGEBURG, NY 10962	<b>Date</b> 10/12/22
	<b>Project Number</b> 0580239555
	<b>Agency Code</b> 500301640293
<b>Funding Source</b> LOCAL GOV'T RECORDS MANAGEMENT	<b>DUNS Number</b> NOT ON FI UEI- NOT ON FILE
<b>CFDA Index Number</b> NA	<b>Law</b> Ed.L. 57a, 57.35
<b>Federal Award Identification Number (FAIN)</b> NA	<b>Regulations</b> NA
	<b>Commissioner's Regulations</b> 8 NYCRR 185
<b>Federal Award Date</b> NA	<b>Maximum Indirect Cost Rate</b> 0 %
<b>Federal Awarding Agency</b> NA	<b>Funding Dates/Period of Performance</b> 07/01/22-06/30/23
<b>Approved Budget Total*</b> \$74,793	<b>First Payment</b> \$37,396
	<b>Final Report (FS-10-F Long Form) Due</b> 07/30/23
<b>SED Fiscal Contact</b>  MARIA DOS SANTOS (518) 474-4815	<b>SED Program Contact</b>  MARK MANIAK 9A81 CEC (518) 474-6926

It is the sub-recipient's responsibility to conduct activities in accordance with applicable statutes, regulations, policies, terms, conditions and assurances. All grants are subject to further review, monitoring and audit to ensure compliance. The Department has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this grant to the grantee or to anyone else beyond funds appropriated and available for this grant. The approved budget (FS-10) will be sent under separate cover. Please retain this document with your files.



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, N.Y. 12234

Grants Finance  
Room 510W, Education Building  
Tel. (518) 474-4815  
Fax (518) 486-4899  
Email: GRANTSWEB@MAIL.NYSED.GOV

RECEIVED

JAN 20 2023

500301640293

SUPERVISOR'S OFFICE

TOWN OF ORANGETOWN  
26 W ORANGEBURG RD  
ORANGEBURG, NY 10962

TO: Chief Administrative Officer  
FROM: Grants Finance  
SUBJECT: Federal and State Grant Quarterly Status Report

The enclosed Federal and State Grant Quarterly Status Report provides information on current year projects and any open prior years' projects which have been received and logged by the New York State Education Department. Please use the Quarterly Status Report to reconcile your grant records. Report fields are defined as follows:

- Project #** - The # assigned by SED at the time of project approval.
- Contract #** - For projects running through the grant contract process, the New York State contract number will be listed.
- Funding Source** - The name of the Federal or State grant program under which the project is funded.
- Budget** - The current approved budget (FS-10) including all approved amendments.
- Scheduled/  
Paid to Date** - The total amount of payments processed including scheduled but not paid. An asterisk (\*) indicates that the Final Expenditure Report (FS-10-F) has been received. If the FS-10-F has been audited and closed, the Paid-to-Date will equal the Budget.

Projects listed as **UNDER REVIEW** have been received and logged by the program office but have not been forwarded to Grants Finance for processing. The project will continue to show as **UNDER REVIEW** until (1) the program office approves the application and forwards the budget to Grants Finance or (2) the application is disapproved by the program office. Disapproved projects do not appear on this report.

- Start/End** - The funding dates of the project, including any extensions. Funding dates are the dates in which project encumbrances can be made.

If you have any questions about the Quarterly Status Report, please contact Grants Finance.

(SEE OTHER SIDE)

CF760

FEDERAL AND STATE GRANT STATUS REPORT

SED CODE: 500301640293

AGENCY NAME: TOWN OF ORANGETOWN

RUN DATE: 12/30/22

2023 PROJECTS

PROJECT #	CONTRACT #	FUNDING SOURCE	BUDGET	SCHEDULED/ PAID TO DATE	START	END
0580239555		LOCAL GOV'T RECORD	74,793	37,396	07/01/22	06/30/23
TOTAL			74,793	37,396		

March 8, 2023

Teresa Kenny – Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: **Orangetown Town Hall – Addition and Alterations  
Additional Architectural and Engineering Services  
Second Floor Plan Revisions and Miscellaneous Millwork Revisions**

Dear Supervisor Kenny,

Lothrop Associates Architects D.P.C. proposes to amend its original Agreement dated September 16, 2019 to include the following Additional Architectural, Mechanical, Electrical and Fire Protection Design and Construction Administration Services for the revisions to the second floor Finance Department, Supervisor's Office and Various millwork revisions on the first and second floors. These services are based on marked up drawings provided by the Owner and dated January 18,19, and 20, 2023.

**Scope of Services:**

The Scope of Services is generally summarized as follows:

1. Review proposed revisions with Owner.
2. Provide construction drawings (CSK sketches only) showing the Finance Dept. revisions and additional closets in the Supervisor's Office and Judges Chambers.
3. Provide marked up Millwork and other shop drawings showing the proposed millwork revisions.
4. Coordinate these revisions with our MEP Consultants and incorporate any MEP revisions.
5. Issue the necessary Directives and drawings to the Contractors for review, pricing and execution.
6. Recheck updated millwork and other shop drawings after revisions are incorporated.
7. Construction Administration (review change order requests, respond to questions, etc.)

**Compensation:**

We propose a Lump Sum Fee of **\$8,000.00** (Eight Thousand dollars and no cents) for all services outlined above. This proposal and fee includes the services of our MEP Consultant, CBK Engineering.

If the foregoing meets with your approval and understanding, please sign in the place indicated below.

Yours very truly,



Bob Gabalski, AIA

Principal

For the Town of Orangetown:

Teresa M. Kenny – Town Supervisor

---

(Signature)

(date)

For Lothrop Associates Architects D.P.C.:

Robert A. Gabalski - Principal

---



(Signature)

(date)



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: March 13, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(DM)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

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The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

American Field Services, Inc.  
149 Main Street, Suite E  
Nanuet, NY 10954  
Tel.: 914-620-2437

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for March 21, 2023. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

encl.





**TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT**

**CONTRACT DOCUMENTS  
FOR  
ONE (1) NEW 12' HEAVY DUTY, POWER  
REVERSABLE END LOADER PLOW  
SPECIFICALLY DESIGNED FOR GRADERS AND  
END LOADERS**

**FEBRUARY 2023**

**JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS**

## NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on March 2, 2023, and will be publicly opened and read aloud at 11:00 A.M. for furnishing One (1) 12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation concerning the awarding of a Contract at a meeting of the Town Board of the Town of Orangetown.

The Town Board reserves the right to select the most advantageous offer to the Town through "best value" procurement. "Best value" selection will be based on the evaluation and comparison of factors in addition to cost or price.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

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

No contract is deemed to have been created until approved by a Town Board Resolution 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 contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

Each proposal must be accompanied by a certified check of the bidder or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, and a surety company approved by the Town of Orangetown in the amount of five percent (5%). Such checks or bid bonds will be returned to all, except the three (3) lowest bidders with forty-eight hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance.

The successful bidder upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after it has received notice of the acceptance of the proposal, shall forfeit to the Town of Orangetown and as liquidated damages for such failure or refusal the security deposited with this proposal.

Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

No proposal shall be accepted by facsimile

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards.

By order of the Town Board of the Town of Orangetown.

DATED: February 15, 2023

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

ROSANNA SFRAGA  
TOWN CLERK

**PROPOSAL**

TO: TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL  
NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962

THE UNDERSIGNED, having a principal place of business at \_\_\_\_\_

**Trius, Inc. | 458 Johnson Ave. | Bohemia, NY 11716**

(Permanent street address is required if mailing address is different. Please include contact name and telephone number.), and being experienced and responsible for the performance of same, proposes to furnish and deliver to the Town of Orangetown, Highway Department, One (1) 12' Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders, in accordance with the Specifications and Contract Documents hereto attached, as follows:

ITEM	QTY	COST EACH	TOTAL COST
12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders	1	\$37,887.00	\$37,887.00
Freight <b>Above quoted price includes freight from Mfg</b>	1	N/A	N/A
<b>TOTAL COST</b>		<b>\$37,887.00</b>	<b>\$37,887.00</b>

All bids will be honored and prices shall remain in effect for one (1) year from the date of the agreement.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents.

All bids will be honored for one (1) year from the date of the Agreement. Delivery shall be made within ninety (90) days from the date of notification of award.

No contract is deemed to have been created until approved by a Town Board Resolution 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 contracts are subject to appropriations approved by the Town Board.

It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution.

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

DATED: 02/28/23

Garrett C. Cervelli

NAME

Secretary

TITLE

Trius, Inc.

FIRM NAME

631-244-8600

TELEPHONE NUMBER

GCervelli@TriusOnline.com

EMAIL

## NON COLLUSIVE BIDDING CERTIFICATE

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

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 opening, directly or indirectly, to any 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 or not to submit a bid for the purpose of restricting competition.

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 shall furnish with the bid a signed statement which sets forth in detail 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 other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid 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 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 so subscribed by bidder to person signing on behalf of bidder and affirmed as true under penalties of perjury.

DATED: 02/28/23

BY: *Scott T. Cull*

FOR: Trius, Inc.

## AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of February, 2023, between the TOWN OF ORANGETOWN, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the "TOWN", and \_\_\_\_\_

\_\_\_\_\_ **Trius, Inc.** \_\_\_\_\_, a domestic corporation having its principal place of business at 458 Johnson Ave., Bohemia, NY 11716, party of the second part, hereinafter called the "CONTRACTOR" (Include contact name and telephone number).

Whereas, the Contractor has submitted a Proposal to supply One (1) 12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders, to the Town of Orangetown, Highway Department, in accordance with the Specifications and other Contract Documents attached hereto and made a part hereof for the following prices:

ITEM	QTY	COST EACH	TOTAL COST
12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders	1	\$37,887.00	\$37,887.00
Freight <b>Above quoted Price includes freight from Mfg</b>	1	N/A	N/A
<b>TOTAL COST</b>		<b>\$37,887.00</b>	<b>\$37,887.00</b>

And WHEREAS, the Town of Orangetown is desirous of purchasing said One (1) 12' Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders, at the price indicated above, NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

The Contractor agrees to furnish and the Town agrees to purchase the above described One (1) 12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders

1. at the price indicated above.
  
2. All deliveries shall be subject to examination by the Town and where it is found that they do not comply with the Specifications or are found defective in any manner, they shall be rejected and returned to the Contractor at his expense.



3. The prices listed herein shall remain firm for a period of one (1) year from the date of this Agreement. Delivery shall be made within ninety (90) days from the date of notification of award.
4. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment will be sent to the Orangetown Highway Department, Route 303, Orangeburg, New York.
5. It is further understood and agreed that title to all materials delivered shall vest in and become the property of Town.
6. All contractors actually undertaking the work contracted for shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorneys' fees and damages (actual, consequential or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claim, suit action or dispute involving wages paid to all subcontractors or other persons employed by any contractor.
7. The term "subcontractor" includes any individual, firm, or corporation having a direct contract with the contractor or with any other subcontractor for the performance of a part of the work of the project.
8. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on his behalf of such contractor or subcontractor, shall by reason of race, color or sex discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee for the performance of work under this Contract on account of race, creed, color, sex or national origin.
9. The contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractor shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor the work performed in connection with any project.
10. The Town shall have no liability under this contract to the contractor or anyone else beyond the funds appropriated and available for the contract. This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefits of such employees, as are required to be covered by the provisions of the Worker's Compensation Law. Failure to do so shall constitute a breach of this contract.

11. The contractor shall provide all certificates of insurance in an acceptable form to the Office of the Town Attorney. All policies shall provide that notice WILL be given to the Town Attorney in the event of termination, prior to the completion of the contract.
12. This contract may not be assigned by the contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Town of Orangetown any attempts to assign the contract without the Town's written consent is null and void and shall constitute a breach.
13. The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the Town's option to withhold for the purposes of set-off, monies due and owing to the Town with regard to this contract, or any other contract with the Town. The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract, hereinafter collectively called the "records." The records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.
14. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or property must include the payee's identification number.
15. Payments are to be made after submission of invoices and/or such other documentation as is required by the Town's Department of Finance.
16. The Town may withhold from the contractor so much of any payments due him as may, in the judgment of the Town, be necessary to assure satisfaction of claims made to the Town and claims of the Town.
17. Any item of work required to be done or material to be furnished to complete the work shown on the plans or specifications or provide the materials must be done or furnished whether or not the same is specifically shown or included in the plans and specifications.
18. Except for specific provisions otherwise set forth in the Contract Documents, any disputes concerning questions of fact or circumstances arising out this contract shall be mutually resolved through good faith mediation between the contractor and the Town. The contractor shall carry on the work and maintain his progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and the Town may otherwise agree in writing.
19. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority,

or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine, or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

20. In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor hereby consents to service of process upon it by certified mail, return receipt requested. Service thereunder shall be complete upon the contractor's actual receipt of process or upon the Town's receipt of process or upon the Town's receipt of the return thereof, by the United States Postal Service, as refused or as undeliverable. The contractor must promptly notify the Town, in writing, of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The contractor will have thirty (30) calendar days after service thereunder is complete in which to respond.
21. The Proposal and Non-Collusion Statement made pursuant to Section 103d of the General Municipal Law, and the Specifications provided for in the Contract Documents herein are made a part hereof, as though set forth at length herein.
22. The Contractor has complied with all conditions precedent hereto required to be complied with by him.
23. The Contractor shall promptly comply with all Federal, State, Local Laws concerning the subject matter herein.
24. By the acceptance of the labor, materials and supplies delivered pursuant to this Agreement, the Town does not waive any of the terms and conditions of this Agreement.
25. No contract is deemed to have been created until approved by a Town Board Resolution 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 contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

IN WITNESS WHEREOF, the respective parties have hereto executed this Agreement and caused same to be signed by the proper officers of said parties and their respective seals affixed, the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

\_\_\_\_\_  
TOWN CLERK (SEAL)

BY \_\_\_\_\_  
SUPERVISOR

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

BY \_\_\_\_\_  
SUPERINTENDENT

ATTEST:

  
\_\_\_\_\_  
SECRETARY (SEAL)

**Trius, Inc.**  
\_\_\_\_\_  
CONTRACTOR AND/OR  
CONTRACTING FIRM/  
CORPORATION

BY  **Secretary**

STATE OF NEW JERSEY   )  
  : ss.:  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY   )  
  : ss.:  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned a Notary Public in and for said State, personally appeared \_\_\_\_\_, the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_, New York, that he/she/they know(s) \_\_\_\_\_ to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was/were present and saw said \_\_\_\_\_ execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness thereto.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss.

COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came TERESA KENNY, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say he resides in Rockland County, New York and that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that he signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss.

COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came JAMES J. DEAN, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say he resides in Rockland County, New York and that he is the Superintendent of the Department of Highways of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that he signed the same as Superintendent of the Department of Highways of said Town of Orangetown by virtue of a like order of the said Town Board.

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF TOWN ATTORNEY**

I, ROBERT V. MAGRINO, Town Attorney of the Town of Orangetown, hereby certify that, from a legal standpoint, all conditions precedent to the execution of this contract have been complied with and it is in all respects, a valid and binding obligation upon the parties thereto.

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT V. MAGRINO, Town Attorney

## GENERAL CONDITIONS

1. It is understood that the contractor shall be required to post a performance bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount equal to one hundred percent of the cost of the contract and assuring full performance.
2. The specifications, drawings and any instructions set forth herein are complimentary, are intended to provide for, and include everything necessary for the proper and complete orderly execution and finishing of the work. Words, which have a well known technical or trade meaning used to describe work, materials or equipment shall be interpreted in accordance with such customary and recognized meaning. Reference to standard specifications, manuals or code of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws and Regulations in effect at the time of the opening of bids, except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Town, contractor or engineer or of any of their consultants, agents or employees from those set forth on the contract documents, nor shall it be effective to assign to the engineer, or any of the engineer's consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the work.
3. "Best Value" refers to the competitive negotiated procurements in which the Town of Orangetown reserves the right to select the most advantageous offer to the Town of Orangetown by evaluating and comparing factors in addition to cost or price. The Best Value Procurement enables the Town to purchase superior services even if it means paying a premium price.
4. A date for final inspection of the work by the *The Superintendent of Highways or his designee* and the Town shall be set by the contractor in written request therefor, which date shall be not less than ten (10) days after the date of such request. Prior to the final inspection, the various items of equipment and related work shall be placed in operation by the respective contractors whose work is involved, to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved Shop Drawings.
5. The Town may, at its option, terminate the contract, in whole or in part, at any time by ten (10) days written notice (delivered by certified or registered mail, return receipt requested) to the contractor, whether or not the contractor is in default. Upon such termination, the contractor shall waive any claims for damages, including loss of anticipated profits on account thereof, but as the sole right and remedy of the contractor, the Town shall pay the contractor in accordance with the amount of work, labor provided and/or materials delivered.
6. It is further agreed that the contractor shall and will keep and maintain improvements herein before referred to, together with all its appurtenances, in good conditions and repair, for a term of one (1) year from the date of completion and acceptance of same in accordance with the conditions of the plans and specifications and of this Agreement, without expense to the Town or the taxpayers thereof or any of them, and will provide a bond or bonds of a corporation authorized to guarantee the performance of this Agreement authorized to do business in the Town of Orangetown, County of Rockland, State of New York as surety covering the work of maintenance herein contemplated and as is acceptable to the Town.



7. Every mechanic, laborer and workman employed by the contractor or any subcontractor or other person about or upon the work contemplated by this contract shall be paid not less than the prevailing rate of wages as provided for by Section 220 of the Labor Law of the State of New York. The contractor agrees that at the time of execution of the contract, he will furnish to the Town a current wage rate schedule approved by the State of New York Labor Department.
8. In the performance of this Contract, the Contractor shall make provisions for the installation, maintenance and effective operations of such appliances and methods for the elimination of harmful dust as have been approved by the Board of Standards and Appeals. If the provisions of Section 222-a of the Labor Law of the State of New York are not complied with, this Contract shall be void.
9. In the performance of the work contemplated by this Contractor or any part thereof, including all extra work, preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each and every person employed by the contractor or by any subcontractor or other person doing or contracting for work contemplated by this Contract including extra work, shall furnish satisfactory proof of residence, in accordance with the rules adopted by the Industrial Commissioner. Persons other than citizens of the State of New York may be employed when citizens of such State are not available. The foregoing is required by Section 222 of the Labor Law of the State of New York, and in the event such Section is not complied with in any respect, this Contract shall be void.
10. Before payment is made by or on behalf of the Town of any sum or sums due on account of this Contract or for extra work, the Town Supervisor or his designee shall require Contractor and each every subcontractor to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from the Contractor or subcontractor to any and all laborers for daily or weekly wages on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages are unpaid and the amounts due to each respectively, which statement so filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true if his own knowledge.
11. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
12. The Contractor shall secure at his own expense all necessary certificates and permits from municipal or other public authorities required in connection with the work contemplated by this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. He shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract and any extra work performed by him.
13. The contractor and his subcontractor shall not employ on the site any labor, materials or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workmen employed by the Contractors or his subcontractors, or by any of the trades working in or about the building and premises where work is being performed under this contract, or by other contractors

or their subcontractors pursuant to other contracts or on any other building or premises owned or operated by the Town. Any violation by the Contractor of this requirement may, upon certification of the Engineer, be considered as proper and sufficient cause for canceling and terminating this Contract.

14. In case the Town orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any subcontractor under this Contract to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is herein specified, the Town will include in the Contract order for such extra work or additional work a minimum wage rate for such trade or occupation, and insofar as such extra work or additional work is concerned, there shall be paid each employee engaged in work in such trade or occupational not less than the wage rate so included.
15. The Contractor shall post at conspicuous points on the site of the work a schedule showing all determined minimum wage rates as specified in the Contract to be paid for the various classes of mechanics, workmen or laborers employed on the work; and showing all authorized deductions, if any, from unpaid wages actually earned.
16. The Chief Fiscal Officer of the Town may, and on the written request of any person shall, require the Contractor or any subcontractor or other person performing any work contemplated by the Contractor or any extra work to file with such supervisor a schedule of the wages to be paid to such laborers, workmen or mechanics; and such Contractor shall, within ten day after the receipt of written notice of such requirement, file with the Fiscal Officer such schedule of wages.
17. The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contractor shall pay each and every one of his employees engaged on such work or any part thereof the full and proper wage in cash without any deduction or kick-back whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once in each week.
18. If any other occupation is required on this work, the Contractor shall request the Chief Fiscal Officer to supply a supplemental schedule covering such occupation.
19. The contractor must provide all necessary insurance required by the laws of the State of New York and furnish certifications thereof to the Town of Orangetown. In addition thereto, the contractor must furnish to the Town of Orangetown certificates showing public liability insurance in the amount of not less than \$1,000,000.00 for each person injured and \$2,000,000.00 property damage. The contractor agrees that in the performance of the work, it will be fully responsible for any and all claims that may be made by reason of said work arising from any cause whatsoever and the contractor agrees to indemnify and save harmless to the Town from any and all claims.
20. The contractor shall employ at the site of the work during the performance thereof a competent foreman or superintendent who shall be satisfactory to the Town. Such foreman or superintendent shall represent and have full authority to act for the contractor in his absence and all instructions given such foreman or superintendent shall be binding as if given to the contractor.
21. The Town reserves the right to suspend or postpone the whole or any part of the work herein contracted to be done if it shall deem it in the best interest of the Town to do so without compensation to the contractor for such suspension.

22. The contractor, insuring the performance of the work, shall take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep suitable and sufficient lights and other signals, and shall comply with the safety provisions of applicable laws, building and construction codes. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The contractor shall indemnify and save harmless the Town, its officers and agents, from all damages and costs to which they may be put by reason of injury to the person or property of another resulting from his negligence or carelessness in the performance of the work, or in the safeguarding the same, or from any improper materials, implements or appliances used in its construction or by or on account of any act or omission of the contractor or his agents. The whole or so much of the moneys due under and by virtue of his contract as shall be considered necessary to the Town may at its option be retained by the Town.
23. The contractor shall be liable in the sum of **five hundred dollars (\$500.00)** per day for each day of delay beyond the contract date as liquidated damages unless the date for completion is extended, in writing, by resolution of the Town Board.
24. Upon completion of the project, the *The Superintendent of Highways or his designee* shall make a final inspection for approval of all the work done under this contract and shall within fifteen (15) days after the acceptance of the work by the *The Superintendent of Highways or his designee* and the Town, prepare a final certificate of the work done and the value thereof.
25. Time of Completion: The delivery on this Contract shall be completed **within ninety (90) days from the date of finalized agreement.**
26. Proposals are requested from any and all parties including but not limited to minority businesses and enterprises operated and conducted by women.

## SPECIFICATIONS

<b>1.0</b>	<b>INTRODUCTION</b>
<b>1.1</b>	<b>INTENT</b>
<p>It is the intent of this specification to provide for the purchase of a new a new, latest model in production, 12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders.</p> <p>The following specification is based upon various plows and adapters. The Town of Orangetown has evaluated different types and has determined that these products are best suited for the town's needs in safety, quality, performance, and long-term operating costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment will be compared.</p> <p>In recognition of the specialized nature of the chassis components and in the interest of insuring the safety of the operators, affixing responsibilities, minimizing downtime, maximizing productivity and insuring proper service, warranty and factory support beyond the point of sale, bids will be accepted only from dealers who are factory authorized to sell, service and provide warranty support in this geographic area.</p> <p>In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged and shall best serve the interests of the Town when price, product, safety, quality and delivery are considered. The Town of Orangetown reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements.</p> <p>In the event exceptions are taken, the vendor is hereby instructed to annotate and number the exceptions taken and provide all detail relevant to those exceptions listed by corresponding number on a separate sheet of paper.</p> <p>As per the New York State General Municipal law, all political subdivisions are allowed to make purchases through the resulting contract(s) for a period of up to 1 year. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the town's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.</p> <p>A bidder may not bid multiple products for one bid item. If a bidder offers more than one, only the lowest price offering will be considered. In the event price offerings are identical, only the first item listed will be considered.</p>	
<b>1.2</b>	<b>EQUIVALENT PRODUCT</b>
<p>Bids will be accepted for consideration on any make or model that is equal or superior to the 12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders specified. Decisions of equivalency will be at the sole interpretation of the Town of Orangetown Highway Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient</p>	

to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

**1.3 INTERPRETATIONS**

In order shall be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Town Clerk. Based upon such inquiry, the Town may choose to issue an Addendum in accordance with New York State law.

**1.4 GENERAL**

The specification herein states the minimum requirements of the Town. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Town of Orangetown will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal shall be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

2.0 2.1 ITEM 2.2 GENERAL	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	<b>12', Heavy Duty, Power Reversible End Loader Plow Specifically Designed For Graders and End Loaders</b>		
	Moldboard "face" shall be smooth rolled, 1/4" thick steel.	X	
	Height of moldboard shall be (minimum) 41"	X	
	Moldboard shall be vertically braced by (8) 1/2" x 5" plasma cut steel ribs	X	
	Moldboard bottom angle shall be 4" x 6" x 3/4" (minimum)	X	
	Moldboard top angle shall be (minimum) 3" x 5" x 1/2"	X	
	Moldboard shall be fully "box paneled" along top & bottom angles with 3/16" thick gussets.	X	
	Pushframe shall be formed from a single piece of (minimum) 1/2" thick, 50,000psi high-tensile steel, 97.5" long.	X	

	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Pushframe shall be fully "box paneled" and gusseted for additional strength.	X	
	Reversing pivot pin housing shall be 16.75" long x 4.5" OD x 3.82" ID	X	
	Pivot pin housing shall contain greaseable bushing with 3 grease zerks.	X	
	Bushing shall be (minimum) 19" long x 3.0" OD x 2.28" ID	X	
	Reversing pivot pin shall be 2.25" diameter x 24" long solid steel.	X	
	Pushframe shall have (6) ½" thick ears for connection to moldboard.	X	
	Pushframe shall connect to moldboard via (3) 2.0" diameter pins enclosed in (3.0" OD x 4.0" long) bushings	X	
	A-Frame shall consist of (four) 4" x 13.8# S&C channel, 31" long welded to a ¾" thick x 34" x 62" back-plate.	X	
	A-Frame backplate shall be plasma cut to provide 8 degrees (minimum) of oscillation in each direction.	X	
	A-Frame shall be box braced with ¼" steel and 4" x 13.8# S&C channel for additional support	X	
	A-Frame swivel plate shall be ¾" thick x 34" x 62"	X	
	Swivel plate shall pivot about a 1.5" x 5.5" grade 5 bolt supported by a greaseable bushing	X	
	Hydraulic reverse cylinders shall be double acting with 4.5" bore and 2.5" chrome plated rods	X	
	Moldboard shall be "full moldboard trip" design.	X	
	Trip action shall be accomplished via (2) enclosed spring trip canisters.	X	
	Each enclosed spring trip shall contain (2) internal springs and one (1) external "rebound" spring. Each internal spring shall be rated at 3,000 lbs (at maximum compression.) The enclosed spring trip assembly shall require a force of 6,600 lbs to fully compress both inner springs.	X	
	EST Housing Assembly	X	
	Guide tube assembly	X	
	The inner shaft shall be 1 3/8" CR steel	X	
	Cap end	X	
	Shaft end shall be drilled to accept a 1" diameter moldboard connecting bolt.	X	
	Spring shall be 5 3/8" in diameter, 19 7/8" long, of 3/4" wire, rated at 3,275lbs maximum compression.	X	
	Rebound spring (mounted between the shaft end and inner tube on the inner shaft) shall be 2 7/8" in diameter, 2 5/8" long, of 3/4 wire, rated at 9,280 lbs maximum compression.	X	
	Spring shall be 3 3/8" in diameter, 19 5/8" long of 5/8" wire, rated at 3,300 lbs maximum compression.	X	

	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	Weight of plow shall be a minimum of 3,400 lbs	X	
	Plow shall be supplied with a JRB416 Adapter	X	
	Plow shall be supplied with 11" Mushroom Shoes	X	
	Plow shall be painted John Deere Yellow	X	
	Plow shall be a mechanical float, float assembly: Swivel Plate Adapter	X	
	Delivery of plow to the Town of Orangetown shall be 90 days after receipt of purchase order.	X	

## POLICY AGAINST DISCRIMINATION AND HARASSMENT

The Town has adopted and disseminated a revised Policy Against Discrimination and Harassment.

All Proposers are required to acknowledge that they have reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions they may have regarding the Policy.

If you have any questions regarding this Policy, feel free to contact the Compliance Officer.

This Agreement may be signed by facsimile or electronic signature and in counterparts, which signatures shall have the same force and effect as an original signature and which pages shall be incorporated herein as one document.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown's Policy Against Discrimination and Harassment, effective October 23, 2018. Said policy is available on the Town's website at [www.orangetown.com](http://www.orangetown.com). Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

IN WITNESS WHEREOF, the respective parties have hereto executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed the day and year first above written.

### ACKNOWLEDGEMENT

DATED: 2/28/23

BY: Garrett T. Cowell

FOR: Trius, Inc.



## **PURCHASES BY OTHER LOCAL GOVERNMENTS OR SCHOOL DISTRICTS**

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s).

1. The Town of Orangetown shall make contract award information available to other political subdivisions. Other political subdivisions may contact the Orangetown Highway Department at (845) 359-6500.
2. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the Town's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the Town when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the Town.
5. All Bidders shall be on notice that as a condition of the award of a Town contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The Town, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the Town's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions.

*me...  
@ 11am*

TOWN OF ORANGETOWN  
2023 MAR -1 A 11:45  
TOWN CLERK'S OFFICE

**TRIUS, INC.**  
458 JOHNSON AVENUE  
P.O. BOX 158  
BOHEMIA, NY 11716

---

TO: *Town of Orangetown  
Highway Dept.  
ATTN: TOWN CLERK*

~~TOWN OF ORANGETOWN  
2023 FEB 29 A 11:44  
TOWN CLERK'S OFFICE~~

*BID# New 12' Heavy Duty, Power Rev. End Loader Flow*

**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

**TO:** Town Board

**FROM:** James J. Dean, Superintendent of Highways 

**DATE:** March 6, 2023

**RE:** **Award Bid for One (1) New Heavy Duty Power Reversible End Loader Plow**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, upon the recommendation of the Superintendent of Highways, award the bid for One (1) New Heavy Duty Power Reversible End Loader Plow to Trius, Inc., Bohemia, New York, in the amount of \$37,887.00 to be charged to account # H.5130.200.08.



**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**  
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Hwy. Superintendents' Association of Rockland County

February 14, 2023

## ***LETTER OF INTENT***

### **Article 5 – Hours of Work Section 5.2.2 – Compressed Workweek**


Once again, this department wishes to implement Article 5, Section 5.2.2, “Compressed Workweek (Highway Department)”.

The following items were discussed and agreed upon by the undersigned.

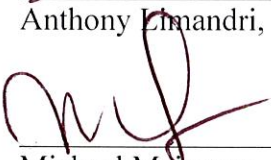
1. The duration of the 10 hour work day will begin on April 10, 2023 and continue until October 8, 2023.
2. The hours for employees will be changed from 6:30 a.m. to 3:00 p.m. to 6:30 a.m. to 4:30 p.m., for employees working 10 hour days.
3. All used leave time (i.e., sick, personal and vacation) will be calculated in hours for this time period. Any leave used during the day will be charged in 5 hour increments or ½ days as described in Article 7.3.2, “Paid Leave”. Same pertains to vacation and personal leave.
4. Seasonal/Summer employees will be on the 10 hour work schedule. Work schedules will be at the sole discretion of the Department Head or General Foreman.
5. Sweeper operators who are scheduled for a.m. sweeping will start their day at 4:30 a.m. will receive 5% differential pay prior to the start of the normal work day and will receive premium rate of pay in excess of the 10 hour day.
6. This schedule is not intended to set precedence and will be reviewed by both parties each year prior to its implementation.



7. The Superintendent of Highways or his designee may review the attendance of an employee and where it is found that an employee's attendance has become disruptive to the operation of this department, the Superintendent of Highways or his designee may return said employee to the regular eight (8) hour day.
8. This schedule can be cancelled at any time at the discretion of the Superintendent of Highways and all parties will return to the normal work schedule.

  
2.15.23  
\_\_\_\_\_  
James J. Dean, Superintendent of Highways

  
2.16.23  
\_\_\_\_\_  
Anthony L. Mandri, General Foreman

  
2/17/23  
\_\_\_\_\_  
Michael Maforano, CSEA Unit President

2/17/23  
Date

**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

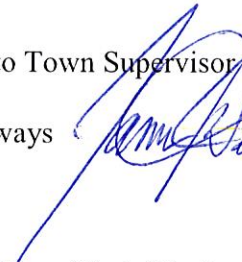


**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**  
119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail – [highwaydept@orangetown.com](mailto:highwaydept@orangetown.com)

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NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

## INTEROFFICE MEMO

TO: Teresa M. Kenny, Supervisor  
Allison Kardon, Confidential Assistant to Town Supervisor

FROM: James J. Dean, Superintendent of Highways 

DATE: February 14, 2023

RE: Approve Compressed Workweek – Ten Hour Work Week

---

**RESOLVED**, upon the recommendation from the Superintendent of Highways, that the Town Board hereby approve a change to the work week for the employees of OHD, from Monday thru Friday, 6:30 am – 3:00 pm, to Monday to Thursday / Tuesday to Friday, from 6:30 am – 4:30 pm.

In accordance with Article 5, Section 5.2.2 of the Collective Bargaining Agreement, this compressed workweek schedule shall be in place starting on Monday, April 10, 2023, and concluding on Friday, October 8, 2023.



## **RENAME PRIVATE RIGHT OF WAY/PATHWAY OF HEROES, TAPPAN**

**RESOLVED**, that upon the recommendation of Superintendent of Highways and with review and approval by Rockland County Office of Fire & Emergency Services and the Town Attorney's Office, request by residents of Western Highway, Tappan, to rename private right of way, Pathway of Heroes, private road – is hereby approved, and be it

**RESOLVED FURTHER**, that the Orangetown Highway Department is hereby authorized to install the road signs.

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

# MEMORANDUM

DATE: March 16, 2023

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

RE: **RENAME PRIVATE RIGHT OF WAY/PATHWAY OF HEROES, TAPPAN**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, that upon the recommendation of Superintendent of Highways and with review and approval by Rockland County Office of Fire & Emergency Services and the Town Attorney's Office, request by residents of Western Highway, Tappan, to rename private right of way, Pathway of Heroes, private road – is hereby approved, and be it

**RESOLVED FURTHER**, that the Orangetown Highway Department is hereby authorized to install the road signs.

lp





**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



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

## MEMORANDUM

DATE: March 16, 2023  
TO: Town Board  
FROM: James J. Dean, Superintendent of Highways   
RE: **RENAME PRIVATE RIGHT OF WAY/ CAMP SHANKS DRIVE,  
TAPPAN**

---

Please place the following item on the March 21, 2023 Town Board Agenda:

**RESOLVED**, that upon the recommendation of Superintendent of Highways and with review and approval by Rockland County Office of Fire & Emergency Services and the Town Attorney's Office, request by residents of Western Highway, Tappan, to rename private right of way- Camp Shanks Drive, private road – is hereby approved, and be it

**RESOLVED FURTHER**, that the Orangetown Highway Department is hereby authorized to install the road signs.

lp



**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



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Hwy. Superintendents' Association of Rockland County

# MEMORANDUM

DATE: March 16, 2023

TO: Town Board

FROM: James J. Dean, Superintendent of Highways

RE: **GRANT PERMISSION / JAMES J. DEAN APWA NORTH AMERICAN SNOW CONFERENCE / OMAHA, NEBRASKA**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, that permission is hereby granted to James J. Dean to attend the American Public Works Association's "North American Snow Conference", Omaha, Nebraska from April 15-19, 2023, at a total cost of \$2,561.81, charged to Account No. D.5142.457.05.

**RESOLVED FURTHER**, that James J. Dean is hereby authorized to attend the American Public Works Association's "North American Snow Conference", Omaha, Nebraska from April 15-19, 2023.

lp



**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



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**Affiliations:**  
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NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

# MEMORANDUM

**DATE:** March 14, 2023

**TO:** Town Board

**FROM:** James J. Dean, Superintendent of Highways

**RE:** Permission to Attend – APWA North American Snow Conference – James J. Dean

---

Permission is hereby requested for James J. Dean, Superintendent of Highways to attend the American Public Works Association 2023 North American Snow Conference, from April 15 -19, 2023, to be held in Omaha, Nebraska.

The costs for registration, travel, hotel and meals total \$2,256.81.

If you have any questions, please feel free to contact me.

lp



**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



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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:** March 14, 2023

**TO:** Town Board

**FROM:** James J. Dean, Superintendent of Highways

**RE:** Permission to Attend – APWA North American Snow Conference – Stephen F. Munno

---

Permission is hereby requested for Stephen Munno, Sr. Administrative Assistant to attend the American Public Works Association 2023 North American Snow Conference, from April 15 -19, 2023, to be held in Omaha, Nebraska. This will be at no cost to the town.

If you have any questions, please feel free to contact me.

lp



**TOWN OF ORANGETOWN**

**REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL**

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 3/14/23

NAME(S) OF PERSON(S) TO ATTEND: Stephen Munno

CONFERENCE, ETC. - NAME & LOCATION: APNA Snow Conference Omaha, Nebraska

CONFERENCE, ETC DATE(S): 4/15/23 - 4/19/23

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):  
\_\_\_\_\_  
\_\_\_\_\_

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: \_\_\_\_\_

ESTIMATED EXPENSES:

<u>Item</u>	CHARGE TO:		<u>Total</u>
	<u>Schls &amp; Confs</u>	<u>Travel Exp*</u>	
Registration Fee	\$ _____	\$ _____	\$ _____
Lodging	_____	_____	_____
Meals	_____	_____	_____
Travel	_____	_____	_____
Other	_____	_____	_____
Total	\$ _____	\$ _____	\$ _____

\*Use if only travel expense is involved

REMAINING BALANCE IN 0441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ \_\_\_\_\_

DEPARTMENT HEAD APPROVAL/ SIGNATURE(if not attendee): \_\_\_\_\_

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ \_\_\_\_\_ 0480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_ Res. No. \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

TOWN SUPERVISOR SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Retain photocopy for file.

RESOLUTION TO GRANT PERMISSION / HIGHWAY STEPHEN F. MUNNO / APWA  
2023 NORTH AMERICAN SNOW CONFERENCE / OMAHA, NEBRASKA

RESOLVED, that permission is hereby granted to Stephen F. Munno, Sr. Administrative Assistant, to attend the American Public Works Association's "North American Snow Conference", Omaha, Nebraska from April 15-19, 2023, at no cost to the town.

RESOLVED FURTHER, that Stephen F. Munno is hereby authorized to attend the American Public Works Association's "North American Snow Conference", Omaha, Nebraska from April 15-19, 2023.

**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




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

# MEMORANDUM

DATE: March 16, 2023

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

RE: **GRANT PERMISSION / HIGHWAY STEPHEN F. MUNNO /  
APWA 2023 NORTH AMERICAN SNOW CONFERENCE /  
OMAHA, NEBRASKA**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, that permission is hereby granted to Stephen F. Munno, Sr. Administrative Assistant, to attend the American Public Works Association's "North American Snow Conference", Omaha, Nebraska from April 15-19, 2023, at no cost to the town.

**RESOLVED FURTHER**, that Stephen F. Munno is hereby authorized to attend the American Public Works Association's "North American Snow Conference", Omaha, Nebraska from April 15-19, 2023.

lp



APPROVE SUPPLEMENT AGREEMENT / HUDSON VALLEY ENGINEERING  
ASSOCIATES (HVEA) / EXTENDED CONSTRUCTION INSPECTION SERVICES /  
NORTH MIDDLETOWN ROAD PEDESTRIAN CORRIDOR LINK PROJECT

RESOLVED, the Town Board hereby authorizes James J. Dean, Superintendent of Highways, to sign the Supplemental Agreement with HVEA to cover additional expenses for Construction Inspection Services in the amount of \$48,247.49 caused by an extended construction timeframe during the North Middletown Road Pedestrian Corridor Link Project, and the agreement is to be filed in the Town Clerk's Office.



**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




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

# MEMORANDUM

DATE: March 16, 2023

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

RE: **SUPPLEMENT AGREEMENT / HUDSON VALLEY  
ENGINEERING ASSOCIATES (HVEA) / EXTENDED  
CONSTRUCTION INSPECTION SERVICES / NORTH  
MIDDLETOWN ROAD PEDESTRIAN CORRIDOR LINK  
PROJECT**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, the Town Board hereby authorizes James J. Dean, Superintendent of Highways, to sign the Supplemental Agreement with HVEA to cover additional expenses for Construction Inspection Services in the amount of \$48,247.49 caused by an extended construction timeframe during the North Middletown Road Pedestrian Corridor Link Project, and the agreement is to be filed in the Town Clerk's Office.

lp



RESOLUTION TO APPROVE CORNELL UNIVERSITY LOCAL ROADS PROGRAM /  
PETER BLICKLEY / MARCH 30, 2023, APRIL 06, 2023 AND MAY 09, 2023

RESOLVED, upon the recommendation from the Superintendent of Highways, that the Town Board hereby approves Peter Blickley, Highway Department, to attend 3 classes through Cornell Local Roads on the above dates at a cost of \$150.00, charged to Account Number D.5110.457.04.

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway Dept

DATE: 2.24.23  
~~3.30.23~~

NAME(S) OF PERSON(S) TO ATTEND: Peter Blickle

CONFERENCE, ETC. - NAME & LOCATION: Storm water management workshop in Rockland County, Stoney Point

CONFERENCE, ETC DATE(S): 3.30.23

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

Learn to manage storm water / drains.

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: July.

ESTIMATED EXPENSES:

Item	CHARGE TO:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>50.</u>	\$ _____	\$ _____
Lodging	_____	_____	_____
Meals	_____	_____	_____
Travel	_____	_____	_____
Other	_____	_____	_____
Total	\$ <u>50.</u>	\$ _____	\$ _____

\*Use if only travel expense is involved

REMAINING BALANCE IN 0441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ \_\_\_\_\_

DEPARTMENT HEAD APPROVAL/ SIGNATURE (if not attendee): [Signature] 3.14.23

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ \_\_\_\_\_ 0480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_ Res. No. \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

TOWN SUPERVISOR SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Retain photocopy for file.



Cornell University

New York State LTAP Center  
Cornell Local Roads Program

416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
w. nysltap.cals.cornell.edu

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

February 24, 2023

Peter Blickley  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962-

Dear Peter:

We are pleased to confirm your registration for the Asphalt Paving Principles workshop on May 9, 2023. The workshop will be held at the Village Center, 119 Larchmont Ave , Larchmont, NY. We look forward to seeing you there.

Please plan to arrive between 8:00 AM - 8:30 AM to sign in. The workshop will begin promptly at 8:30 AM and end at approximately 3:30 PM. A boxed lunch will be served, at this time we cannot provide breakfast or drinks.

If you must cancel your registration, please call us 3 business days prior to the workshop. With advanced notice we are able to offer your place to someone on our waiting list and to adjust our food service order. If you cancel less than three days prior, you will be charged for the workshop, since we will be charged for the food order. You may, of course, have someone from your municipality substitute for you.

We show your payment status as:	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

The 'Balance Due' may be paid by cash, money order, or check made out to the Cornell Local Roads Program.

Thank you for your participation in our training program. If you need further information, please contact us by phone or email.

Sincerely,

Administrative Assistant



Cornell University

New York State LTAP Center  
Cornell Local Roads Program  
416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
nysltap.cals.cornell.edu

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

# INVOICE

#230224APP rBlic

**TO:** Peter Blickley  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962-

---

February 24, 2023

Cornell Local Roads Program Fed ID 15-0532082

Registration Fee for: Asphalt Paving Principles Workshop on May 09, 2023 in Westchester County.

Attendee: Peter Blickley	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

---

The "Balance Due" may be paid by cash, check, or voucher made payable to Cornell Local Roads Program. Major credit cards are accepted and you may pay via this link. <https://culocalrdltap.securepayments.cardpointe.com/pay>. If you must cancel your registration, please call us at least 3 business days prior to the workshop date to avoid being charged.

Thank you for your participation in our training program. If you need further information, please call us.

Sincerely,

Administrative Assistant



Cornell University

New York State LTAP Center  
Cornell Local Roads Program

416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
w. nysltap.cals.cornell.edu

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

February 24, 2023

Peter Blickley  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962-

Dear Peter:

We are pleased to confirm your registration for the Limiting Legal Liability workshop on April 6, 2023. The workshop will be held at the Orange County Cooperative Ext, 18 Seward Ave , Middletown, NY. We look forward to seeing you there.

Please plan to arrive between 8:00 AM - 8:30 AM to sign in. The workshop will begin promptly at 8:30 AM and end at approximately 3:30 PM. A boxed lunch will be served, at this time we cannot provide breakfast or drinks.

If you must cancel your registration, please call us 3 business days prior to the workshop. With advanced notice we are able to offer your place to someone on our waiting list and to adjust our food service order. If you cancel less than three days prior, you will be charged for the workshop, since we will be charged for the food order. You may, of course, have someone from your municipality substitute for you.

We show your payment status as:	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

The 'Balance Due' may be paid by cash, money order, or check made out to the Cornell Local Roads Program.

Thank you for your participation in our training program. If you need further information, please contact us by phone or email.

Sincerely,

Administrative Assistant



Cornell University

New York State LTAP Center  
Cornell Local Roads Program  
416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
nysltap.cals.cornell.edu

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

# INVOICE

#230224LLLBlc

**TO:** Peter Blickley  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962-

---

February 24, 2023

Cornell Local Roads Program Fed ID 15-0532082

Registration Fee for: Limiting Legal Liability Workshop on April 06, 2023 in Orange County.

---

Attendee: Peter Blickley	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

---

The "Balance Due" may be paid by cash, check, or voucher made payable to Cornell Local Roads Program. Major credit cards are accepted and you may pay via this link. <https://culocalrdltap.securepayments.cardpointe.com/pay>. If you must cancel your registration, please call us at least 3 business days prior to the workshop date to avoid being charged.

Thank you for your participation in our training program. If you need further information, please call us.

Sincerely,

Administrative Assistant

TOWN OF ORANGETOWN

3.13.23

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 2.24.23

NAME(S) OF PERSON(S) TO ATTEND: Peter Blickley

CONFERENCE, ETC. - NAME & LOCATION: Asphalt Paving Principles  
Westchester County

CONFERENCE, ETC DATE(S): May 9, 2023

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):  
Asphalt Paving Skills

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: May 2022

ESTIMATED EXPENSES:

Item	CHARGE TO:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>50</u>	\$ _____	\$ _____
Lodging	_____	_____	_____
Meals	_____	_____	_____
Travel	_____	_____	_____
Other	_____	_____	_____
Total	\$ <u>50</u>	\$ _____	\$ _____

\*Use if only travel expense is involved

REMAINING BALANCE IN 0441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ \_\_\_\_\_

DEPARTMENT HEAD APPROVAL/ SIGNATURE (if not attendee): [Signature] 3.14.23

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ \_\_\_\_\_ 0480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_ Res. No. \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

TOWN SUPERVISOR SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Retain photocopy for file.



3-13-23

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 2.24.23

NAME(S) OF PERSON(S) TO ATTEND: Peter Blicharz

CONFERENCE, ETC. - NAME & LOCATION: Legal Liabilites  
Orange County.

CONFERENCE, ETC DATE(S): April 6. 2023

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):  
The Legal issues that come with  
running a highway dept.

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: May 2022.

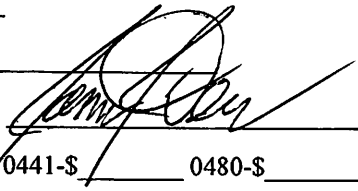
ESTIMATED EXPENSES:

Item	CHARGE TO:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>50</u>	\$ _____	\$ _____
Lodging	_____	_____	_____
Meals	_____	_____	_____
Travel	_____	_____	_____
Other	_____	_____	_____
Total	\$ <u>50</u>	\$ _____	\$ _____

\*Use if only travel expense is involved

REMAINING BALANCE IN 0441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ \_\_\_\_\_

DEPARTMENT HEAD APPROVAL/ SIGNATURE(if not attendee): 

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ \_\_\_\_\_ 0480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_ Res. No. \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

TOWN SUPERVISOR SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Retain photocopy for file.



Cornell University

New York State LTAP Center  
Cornell Local Roads Program  
416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
nysltap.cals.cornell.edu

# RECEIPT

#230112STMBlic

RECEIVED

JAN 12 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

TO: Peter Blickley <sup>Pay</sup> - 8955  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962-

January 12, 2023

Cornell Local Roads Program Fed ID 15-0532082

Registration Fee for: Stormwater Management Workshop on March 30, 2023 in Rockland County.

Attendee: Peter Blickley	Workshop Fee:	\$50.00
	Payment Received:	\$50.00

The "Balance Due" may be paid by cash, check, or voucher made payable to Cornell Local Roads Program. Major credit cards are accepted and you may pay via this link. <https://culocalrdltap.securepayments.cardpointe.com/pay>. If you must cancel your registration, please call us at least 3 business days prior to the workshop date to avoid being charged.

Thank you for your participation in our training program. If you need further information, please call us.

Sincerely,

Administrative Assistant

**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: March 16, 2023

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

RE: **APPROVE CORNELL UNIVERSITY LOCAL ROADS PROGRAM / PETER BLICKLEY / MARCH 30, 2023, APRIL 06, 2023 AND MAY 09, 2023**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, upon the recommendation from the Superintendent of Highways, that the Town Board hereby approves Peter Blickley, Highway Department, to attend 3 classes through Cornell Local Roads on the above dates at a cost of \$150.00, charged to Account Number D.5110.457.04.

lp



RESOLUTION TO APPROVE CORNELL UNIVERSITY LOCAL ROADS PROGRAM /  
CHRISTOPHER COYLE / APRIL 06, 2023 AND MAY 09, 2023

RESOLVED, upon the recommendation from the Superintendent of Highways, that the Town Board hereby approves Christopher Coyle, Highway Department, to attend 2 classes through Cornell Local Roads on the above dates at a cost of \$100.00, charged to Account Number D.5110.457.04.



Cornell University

New York State LTAP Center  
Cornell Local Roads Program

416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
w. nysltap.cals.cornell.edu

February 24, 2023

Christopher Coyle  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962

Dear Christopher:

We are pleased to confirm your registration for the Asphalt Paving Principles workshop on May 9, 2023. The workshop will be held at the Village Center, 119 Larchmont Ave , Larchmont, NY. We look forward to seeing you there.

Please plan to arrive between 8:00 AM - 8:30 AM to sign in. The workshop will begin promptly at 8:30 AM and end at approximately 3:30 PM. A boxed lunch will be served, at this time we cannot provide breakfast or drinks.

If you must cancel your registration, please call us 3 business days prior to the workshop. With advanced notice we are able to offer your place to someone on our waiting list and to adjust our food service order. If you cancel less than three days prior, you will be charged for the workshop, since we will be charged for the food order. You may, of course, have someone from your municipality substitute for you.

We show your payment status as:	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

The 'Balance Due' may be paid by cash, money order, or check made out to the Cornell Local Roads Program.

Thank you for your participation in our training program. If you need further information, please contact us by phone or email.

Sincerely,

Administrative Assistant

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



Cornell University

New York State LTAP Center  
Cornell Local Roads Program  
416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
nysltp.cals.cornell.edu

# INVOICE

#230224APPrCoyl

**TO:** Christopher Coyle  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962

---

February 24, 2023

Cornell Local Roads Program Fed ID 15-0532082

Registration Fee for: Asphalt Paving Principles Workshop on May 09, 2023 in Westchester County.

Attendee: Christopher Coyle	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

---

The "Balance Due" may be paid by cash, check, or voucher made payable to Cornell Local Roads Program. Major credit cards are accepted and you may pay via this link. <https://culocalrdltap.securepayments.cardpointe.com/pay>. If you must cancel your registration, please call us at least 3 business days prior to the workshop date to avoid being charged.

Thank you for your participation in our training program. If you need further information, please call us.

Sincerely,

Administrative Assistant

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



Cornell University

New York State LTAP Center  
Cornell Local Roads Program

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Ithaca, New York 14853-4203  
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f. 607.255.4080  
clrp@cornell.edu  
w. nysltap.cals.cornell.edu

February 24, 2023

Christopher Coyle  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962

Dear Christopher:

We are pleased to confirm your registration for the Limiting Legal Liability workshop on April 6, 2023. The workshop will be held at the Orange County Cooperative Ext, 18 Seward Ave , Middletown, NY. We look forward to seeing you there.

Please plan to arrive between 8:00 AM - 8:30 AM to sign in. The workshop will begin promptly at 8:30 AM and end at approximately 3:30 PM. A boxed lunch will be served, at this time we cannot provide breakfast or drinks.

If you must cancel your registration, please call us 3 business days prior to the workshop. With advanced notice we are able to offer your place to someone on our waiting list and to adjust our food service order. If you cancel less than three days prior, you will be charged for the workshop, since we will be charged for the food order. You may, of course, have someone from your municipality substitute for you.

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Thank you for your participation in our training program. If you need further information, please contact us by phone or email.

Sincerely,

Administrative Assistant

RECEIVED

FEB 24 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



Cornell University

New York State LTAP Center  
Cornell Local Roads Program  
416 Riley-Robb Hall  
Ithaca, New York 14853-4203  
t. 607.255.8033  
f. 607.255.4080  
clrp@cornell.edu  
nysltp.cals.cornell.edu

# INVOICE

#230224LLLCoyl

**TO:** Christopher Coyle  
MEO II  
Town of Orangetown Highway Dept  
119 Route 303  
Orangeburg, NY 10962

February 24, 2023

Cornell Local Roads Program Fed ID 15-0532082

Registration Fee for: Limiting Legal Liability Workshop on April 06, 2023 in Orange County.

Attendee: Christopher Coyle	Workshop Fee:	\$50.00
	Balance Due:	\$50.00

The "Balance Due" may be paid by cash, check, or voucher made payable to Cornell Local Roads Program. Major credit cards are accepted and you may pay via this link. <https://culocalrdltap.securepayments.cardpointe.com/pay>. If you must cancel your registration, please call us at least 3 business days prior to the workshop date to avoid being charged.

Thank you for your participation in our training program. If you need further information, please call us.

Sincerely,

Administrative Assistant

RECEIVED

FEB 27 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

*[Signature]*  
2-27-23

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 2-27-23

NAME(S) OF PERSON(S) TO ATTEND: Chris Coyle

CONFERENCE, ETC. - NAME & LOCATION: Cornell Local Roads Program  
Limiting legal liability Middletown NY (Orange County)

CONFERENCE, ETC DATE(S): April 6, 2023

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):  
Knowledge of legal liabilities / Advance in Road master Program.

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: Spring 2022

ESTIMATED EXPENSES:

Item	CHARGE TO:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>50</u>	\$ _____	\$ _____
Lodging	_____	_____	_____
Meals	_____	_____	_____
Travel	_____	_____	_____
Other	_____	_____	_____
Total	\$ <u>50</u>	\$ _____	\$ _____

\*Use if only travel expense is involved

REMAINING BALANCE IN 0441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ \_\_\_\_\_

DEPARTMENT HEAD APPROVAL/ SIGNATURE(if not attendee): [Signature] 3-14-23

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ \_\_\_\_\_ 0480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_ Res. No. \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

TOWN SUPERVISOR SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Retain photocopy for file.

2-27-23

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 2-27-23

NAME(S) OF PERSON(S) TO ATTEND: Chris Coyle

CONFERENCE, ETC. - NAME & LOCATION: Cornell Local Roads Program  
Asphalt Paving Principals Larchmont NY (Westchester County)

CONFERENCE, ETC DATE(S): May 9, 2023

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):  
Knowledge of asphalt paving / Advance in Road Master Program.

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: Spring 2022

ESTIMATED EXPENSES:

Item	CHARGE TO:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>50</u>	\$ _____	\$ <u>50</u>
Lodging	_____	_____	_____
Meals	_____	_____	_____
Travel	_____	_____	_____
Other	_____	_____	_____
Total	\$ <u>50</u>	\$ _____	\$ _____

\*Use if only travel expense is involved

REMAINING BALANCE IN 0441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ \_\_\_\_\_

DEPARTMENT HEAD APPROVAL/ SIGNATURE (if not attendee): [Signature]

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ \_\_\_\_\_ 0480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_ Res. No. \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

TOWN SUPERVISOR SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Retain photocopy for file.

**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: March 16, 2023

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

RE: **APPROVE CORNELL UNIVERSITY LOCAL ROADS PROGRAM / CHRISTOPHER COYLE / APRIL 06, 2023 AND MAY 09, 2023**

---

Please place the following item on the March 21, 2023, Town Board Agenda:

**RESOLVED**, upon the recommendation from the Superintendent of Highways, that the Town Board hereby approves Christopher Coyle, Highway Department, to attend 2 classes through Cornell Local Roads on the above dates at a cost of \$100.00, charged to Account Number D.5110.457.04.

lp



**INTERMUNICIPAL AGREEMENT**

**with**

**TOWN OF ORANGETOWN**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN on behalf of its Police Department**, a municipal corporation of the State of New York, having its principal office at 20 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

**WITNESSETH:**

WHEREAS the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter this intermunicipal agreement for the Town of Orangetown Department to receive reimbursement from the Criminal Justice Discovery Grant; and

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

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

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 583 of 2022** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

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

1. **SERVICES:** The **MUNICIPALITY** shall use such funds from the Criminal Justice Discovery Grant for reimbursement of expenditures supporting implementation of discovery reforms. See Schedule "A" attached hereto.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **April 1, 2022** and terminating **March 31, 2023**.

3. PAYMENT: The COUNTY agrees to pay MUNICIPALITY and MUNICIPALITY agrees to accept a sum not to exceed **THIRTY-FOUR THOUSAND ONE HUNDRED FORTY-SIX AND 74/100 (\$34,146.74) DOLLARS** as reimbursement to the MUNICIPALITY. MUNICIPALITY agrees that the aforesaid **THIRTY-FOUR THOUSAND ONE HUNDRED FORTY-SIX AND 74/100 (\$34,146.74) DOLLARS** shall be solely and exclusively used for the purpose of reimbursement of discovery grant.

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

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

4c. Under no circumstances shall MUNICIPALITY assume liability or defense costs for the actions of the personnel of the Rockland County District Attorney's Office who are not employed by MUNICIPALITY.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of COUNTY for the purposes of this agreement and no liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in the County budget.

6. RECORD KEEPING AND AUDIT: The MUNICIPALITY shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and

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

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

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

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

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

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

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

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

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

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

**OFFICE OF THE DISTRICT ATTORNEY**

(Approved for signature of  
County Executive)

**TOWN OF ORANGETOWN**

By: \_\_\_\_\_  
THOMAS E. WALSH II  
District Attorney

By: \_\_\_\_\_  
TERESA KENNY  
Supervisor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DEPARTMENT OF LAW**

(Approved for signature of  
County Executive)

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
JEANNE GILBERG  
Principal Assistant County Attorney

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

2022-03890

**ATTACHMENT: 2022-23 Discovery Reform Funding Plan**

Instructions: Indicate each Sub-Grantee using this attachment. If additional lines are needed, please submit additional attachments. Completed form(s) must be attached in GMS as part of the submitted Application. The total amount requested by the county cannot exceed the total county allocation provided on the award notice.

County: Rockland

Sub-Grantee	Sub-Grantee Name (if applicable):	Expense	Activities	Describe how this expenditure supports implementation of the discovery and/or bail reform efforts.
Police Dept	Orangetown Police	\$ 34147	Administrative Support	PO McGrath full-time to CJR discovery material prep. for all arrests
				(PO McGrath annual salary \$146,382)
<b>TOTAL:</b>		<b>\$ 34147</b>		

**NOTE: The total amount requested by the county cannot exceed the total county allocation provided on the award notice.**

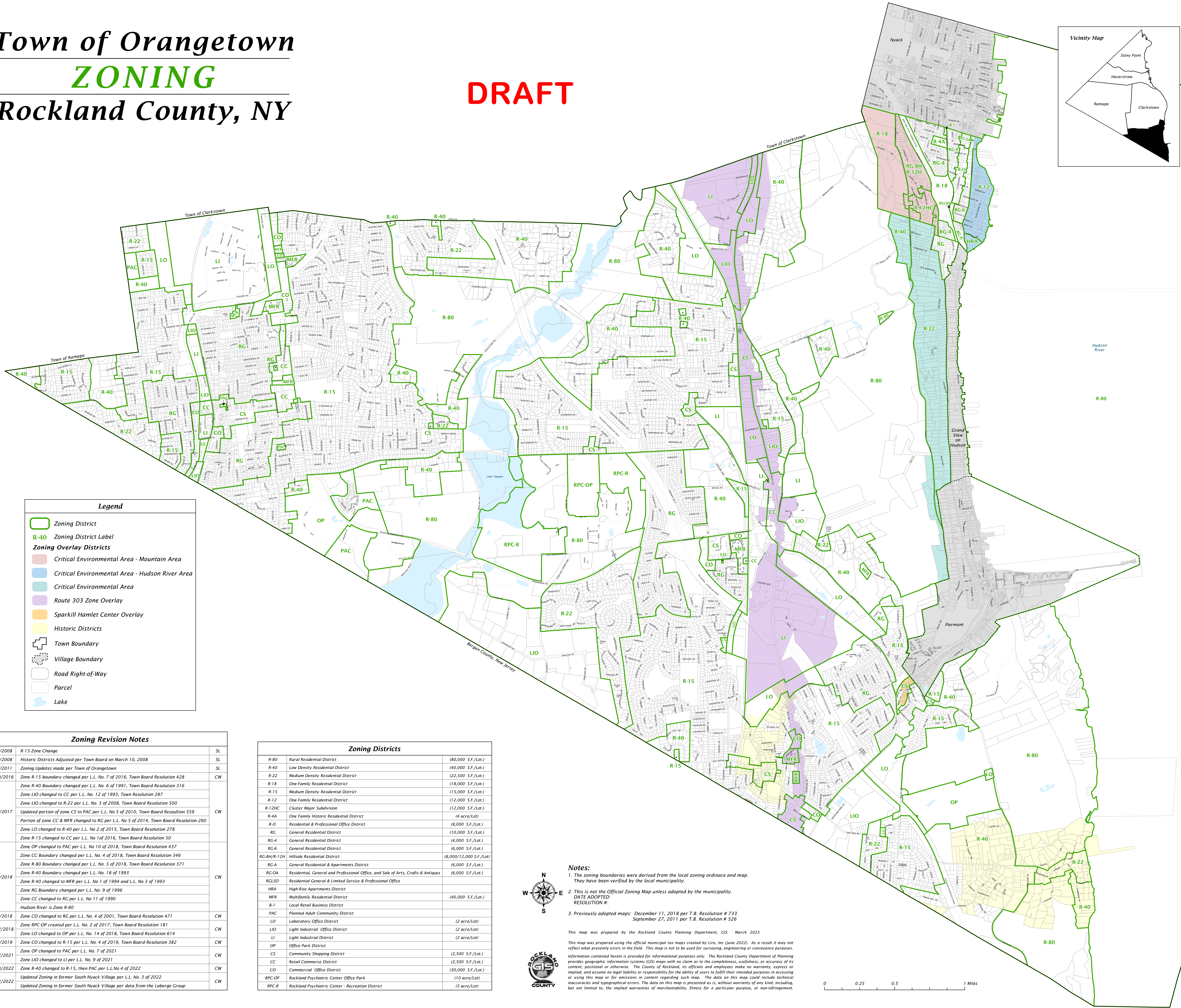
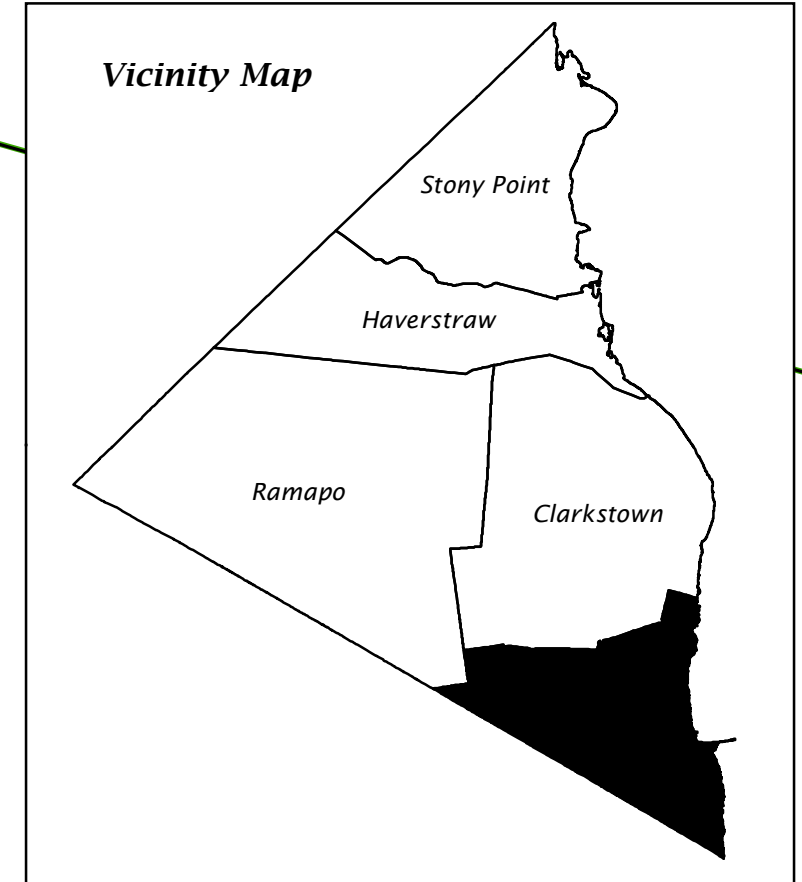


# Town of Orangetown

## ZONING

### Rockland County, NY

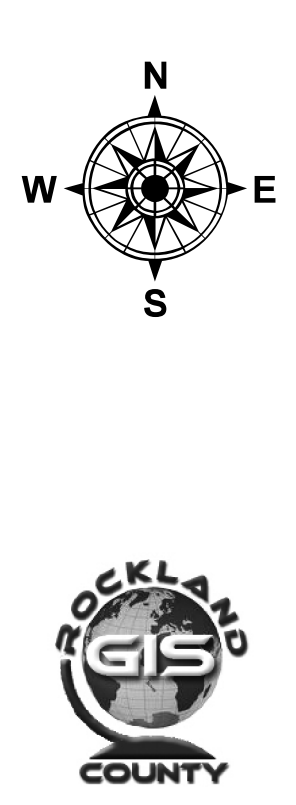
# DRAFT



Legend	
	Zoning District
	Zoning District Label
Zoning Overlay Districts	
	Critical Environmental Area - Mountain Area
	Critical Environmental Area - Hudson River Area
	Critical Environmental Area
	Route 303 Zone Overlay
	Sparkill Hamlet Center Overlay
	Historic Districts
	Town Boundary
	Village Boundary
	Road Right-of-Way
	Parcel
	Lake

Zoning Revision Notes		
5/2008	R-15 Zone Change	SL
7/2008	Historic Districts Adjusted per Town Board on March 10, 2008	SL
9/2011	Zoning Updates made per Town of Orangetown	SL
10/2016	Zone R-15 boundary changed per L.L. No. 7 of 2016, Town Board Resolution 428	CW
	Zone R-40 boundary changed per L.L. No. 6 of 1991, Town Board Resolution 316	
	Zone LIO changed to CC per L.L. No. 12 of 1993, Town Resolution 287	
	Zone LIO changed to R-22 per L.L. No. 3 of 2008, Town Board Resolution 500	
3/2017	Updated portion of zone CS to PAC per L.L. No 5 of 2010, Town Board Resolution 559	CW
	Portion of zone CC & MFR changed to RG per L.L. No 5 of 2014, Town Board Resolution 260	
	Zone LO changed to R-40 per L.L. No 2 of 2015, Town Board Resolution 278	
	Zone R-15 changed to CC per L.L. No 1 of 2016, Town Board Resolution 50	
	Zone OP changed to PAC per L.L. No 10 of 2018, Town Board Resolution 437	
	Zone CC boundary changed per L.L. No. 4 of 2018, Town Board Resolution 346	
	Zone R-80 boundary changed per L.L. No. 5 of 2018, Town Board Resolution 371	
8/2018	Zone R-40 boundary changed per L.L. No. 18 of 1993	CW
	Zone R-40 changed to MFR per L.L. No 1 of 1994 and L.L. No 3 of 1993	
	Zone RG boundary changed per L.L. No. 9 of 1996	
	Zone CC changed to RC per L.L. No 11 of 1990	
	Hudson River is Zone R-80	
9/2018	Zone CO changed to RC per L.L. No. 4 of 2001, Town Board Resolution 471	CW
12/2018	Zone RPC-OP created per L.L. No. 2 of 2017, Town Board Resolution 181	CW
	Zone LO changed to OP per L.L. No. 14 of 2018, Town Board Resolution 614	
8/2019	Zone CO changed to R-15 per L.L. No. 4 of 2019, Town Board Resolution 382	CW
	Zone OP changed to PAC per L.L. No. 7 of 2021	
12/2021	Zone LIO changed to LI per L.L. No. 9 of 2021	CW
10/2022	Zone R-40 changed to R-15, then PAC per L.L. No 4 of 2022	CW
12/2022	Updated Zoning in former South Nyack Village per L.L. No. 3 of 2022	CW
	Updated Zoning in former South Nyack Village per data from the Laberge Group	

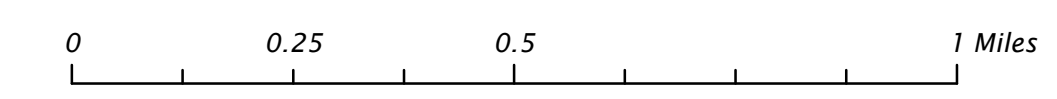
Zoning Districts		
R-80	Rural Residential District	(80,000 S.F./Lot)
R-40	Low Density Residential District	(40,000 S.F./Lot)
R-22	Medium Density Residential District	(22,500 S.F./Lot)
R-18	One-Family Residential District	(18,000 S.F./Lot)
R-15	Medium Density Residential District	(15,000 S.F./Lot)
R-12	One-Family Residential District	(12,000 S.F./Lot)
R-12HC	Cluster Major Subdivision	(12,000 S.F./Lot)
R-4A	One Family Historic Residential District	(4 acre/Lot)
R-O	Residential & Professional Office District	(8,000 S.F./Lot)
RG	General Residential District	(10,000 S.F./Lot)
RG-4	General Residential District	(4,000 S.F./Lot)
RG-6	General Residential District	(6,000 S.F./Lot)
RG-8H/R-12H	Hillside Residential District	(8,000/12,000 S.F./Lot)
RG-A	General Residential & Apartments District	(6,000 S.F./Lot)
RG-OA	Residential, General and Professional Office, and Sale of Arts, Crafts & Antiques	(6,000 S.F./Lot)
RG-LSO	Residential General & Limited Service & Professional Office	
HRA	High-Rise Apartments District	
MFR	Multifamily Residential District	(40,000 S.F./Lot)
B-1	Local Retail Business District	
PAC	Planned Adult Community District	
LO	Laboratory Office District	(2 acre/Lot)
LIO	Light Industrial Office District	(2 acre/Lot)
LI	Light Industrial District	(2 acre/Lot)
OP	Office Park District	
CS	Community Shopping District	(2,500 S.F./Lot)
CC	Retail Commerce District	(2,500 S.F./Lot)
CO	Commercial Office District	(30,000 S.F./Lot)
RPC-OP	Rockland Psychiatric Center Office Park	(10 acre/Lot)
RPC-R	Rockland Psychiatric Center - Recreation District	(5 acre/Lot)



**Notes:**

- The zoning boundaries were derived from the local zoning ordinance and map. They have been verified by the local municipality.
- This is not the Official Zoning Map unless adopted by the municipality.  
DATE ADOPTED:  
RESOLUTION #:
- Previously adopted maps: December 11, 2018 per T.B. Resolution # 733  
September 27, 2011 per T.B. Resolution # 526

This map was prepared by the Rockland County Planning Department, GIS, March 2023.  
This map was prepared using the official municipal tax maps created by Lira, Inc (June 2022). As a result it may not reflect what presently exists in the field. This map is not to be used for surveying, engineering or conveyance purposes. Information contained herein is provided for informational purposes only. The Rockland County Department of Planning provides geographic information systems (GIS) maps with no claim as to the completeness, usefulness, or accuracy of its content, positional or otherwise. The County of Rockland, its officials and employees make no warranty, express or implied, and assume no legal liability or responsibility for the ability of users to fulfill their intended purposes in accessing or using this map or for omissions in content regarding such map. The data on this map could include technical inaccuracies and typographical errors. The data on this map is presented as is, without warranty of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.





OFFICE OF BUILDING, ZONING, PLANNING  
ADMINISTRATION AND ENFORCEMENT  
TOWN OF ORANGETOWN  
20 GREENBUSH ROAD  
ORANGEBURG, N.Y. 10962

Jane Slavin, RA  
Director

(845) 359-8410

Fax: (845) 359-8526

**MEMORANDUM**

Date: March 16, 2023  
To: Supervisor Kenny and the Town Board  
From: Jane Slavin, RA.,  
Director O.B.Z.P.A.E.  
Subject: OBZPAE Summer hours

Dear Supervisor Kenny and members of the Town Board,

Each year since 2017, the Town Board has approved a change to the basic work week for the employees of OBZPAE, from Monday to Friday 8 am to 4 pm, to a four-day work week, Monday-Thursday/Tuesday-Friday 7:30 am to 5:15 pm for the period of mid-April through mid-October. This memorandum is written to formally request that the Town Board again approve the change to the basic work week in accordance with Section 5.1.2 of the Collective Bargaining Agreement, as the Town Board has the sole responsibility for establishing flexible hour schedules. For 2023, the request would be to start the hours for payroll number 9 on April 10, 2023 concluding on Friday, October 8, 2023.

History has shown that there is a rise in the volume of work, which includes building permit applications and title search requests during the warmer months of the year. Construction begins to ramp up in March once the weather breaks for both residential and commercial projects and winds down in October. Changing the hours that the building department is open offers convenience and efficiency to residents, business owners and contractors as follows;

- The hours that the department will be open weekly increases from 40 hours to 48.75 hours.
- Homeowners and business owners can visit the department before or after a typical work day schedule. *This is especially important now as many people who have worked from home have returned to their regular offices and work schedules.*
- Contractors can come to the department at the start of their day before they head to the job sites, which makes for a more efficient work day.
- Ability to schedule more required inspections per day.
- More applications can be reviewed per calendar day.

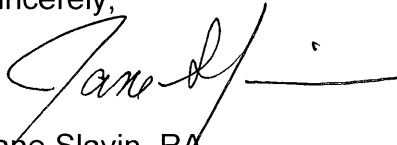
- More permits can be processed per calendar day.
- More C of O's can be processed per calendar day.
- More title search requests can be processed per calendar day.

The response in the past to the longer hours has been overwhelmingly positive and we have received many inquiries as to when the longer hours will begin. Recently there have been many days that someone has arrived at the building department at 7:30 am only to be disappointed that the department is not open until 8:00 am.

Over the past few years we have made great strides in improving service and efficiency and continue to look to implement measures that serve to accommodate our town residents, business owners and contractors. The adjusted hours are another way that we can further this mission during the peak construction period.

Thank you for your review and consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jane Slavin", with a long horizontal line extending to the right.

Jane Slavin, RA  
Director OBZPAE

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MAR - 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT # 23-SP-005



Pearl River American Legion Post 329  
Attn Scott Rutter

EVENT NAME: Memorial Day Parade- Pearl River 2023

APPLICANT NAME: \_\_\_\_\_

ADDRESS: American Legion Post 329 30 Railroad Ave, Pearl River, NY 10965

PHONE #: 845-709-4104 CELL #: 845-709-4104 FAX #: N/A Email ScottRutterFnc@gmail.com

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

The above event will be held on Mon 29 MAY 2023 from 0945 to 1145 RAIN DATE: N/A

Location of event: South Main St between Franklin and Central and around Braundsdorf Park. Also at American Legion Post 329

Sponsored by: Pearl River American Legion Post 329 Telephone #: 845-709-4104 Please Bag Meters around Park NLT 0830

Address: American Legion Post 329 30 Railroad Ave, Pearl River, NY 10965

Estimated # of persons participating in event: 500 vehicles 10-20

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: Pearl River American Legion Post 329 30 Railroad Ave Pearl River, NY Attn Scott Rutter

Signature of Applicant: [Signature] Date: 1 MAR 2023

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)**

Letter of Request to Town Board requesting aid for event: Y/N - Received On: 3/1/23

Certificate of Insurance: Y/N - Received On: 3/1/23

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y/N - Received On: 3/1/23

Rockland County Highway Dept. Permit: Y/N - Received On: 3/2/23

NYS DOT Permit: Y  N  - Received On: X

Route/Map/Parking Plan: Y  N  - Received On: 3/1/23

RFS #: 55560 BARRICADES: Y  N  CONES: Y  N  TRASH BARRELS: Y  N  OTHER: \_\_\_\_\_

APPROVED: [Signature] DATE: 2-3-23  
Superintendent of Highways

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

Showmobile: Y  N  Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \_\_\_\_\_

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

APPROVED: [Signature] DATE: 3/6/23  
Superintendent of Parks & Recreation

APPROVED: [Signature] DATE: 3/7/23  
Chief of Police

\*\* (Please return to the Highway AND/OR Parks Department to be placed on the Town Board Agenda) \*\*

**FOR POLICE DEPARTMENT USE ONLY:**

Coverage Needed: Y/N: Y - put in log of plan Time to be covered: \_\_\_\_\_

Officer in Charge: \_\_\_\_\_ Squad Assigned: \_\_\_\_\_

Estimated # of Persons Witnessing Event: \_\_\_\_\_ Aided Persons-Cases: \_\_\_\_\_

Unusuals: Accidents: \_\_\_\_\_ Arrests: \_\_\_\_\_ Summonses: \_\_\_\_\_

Workshop Agenda Date: 3/21/23 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

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MAR 07 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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



**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**  
119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail - www.highway@otownhwy.org

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MAR - 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Orangetown Representative:  
R.C. Soil & Water Conservation Dist.-Chairman  
R.C. Water Quality Commission  
Member:  
American Public Works Association  
Assoc. of Town Superintendents of Hwys.  
Hwy. Superintendents' Assoc. of R.C.

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

NAME Pearl River American Legion Attn Scott Rutter Post 329 DATE 1 MAR 2023

COMPANY Pearl River American Legion Post 329

ADDRESS 30 Railroad Ave Pearl River, NY 10965

TELEPHONE 845-709-4104

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

South Main Street between Central and Franklin and around Braundsdorf Park \*\*\*\* Please Bag Meters NLT 0830 29 MAY 2023

(Address number and name of road)

Street in front of American Legion Post (30 Railroad Ave) - Washington Ave to Railroad Ave and West Central Ave

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Memorial Day Parade - Community Event- Parade Route and Street in front of Post

DATE OF CLOSING 29 MAY 2023 RAIN DATE None

TIME ROAD WILL BE CLOSED 0945-1145 AM (Note Railroad Ave in front of Post- 0945- 1400 (2PM)

WILL ROAD BE OPEN TO LOCAL TRAFFIC? No

Note; Please post  
Barricades for St  
in front of post

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

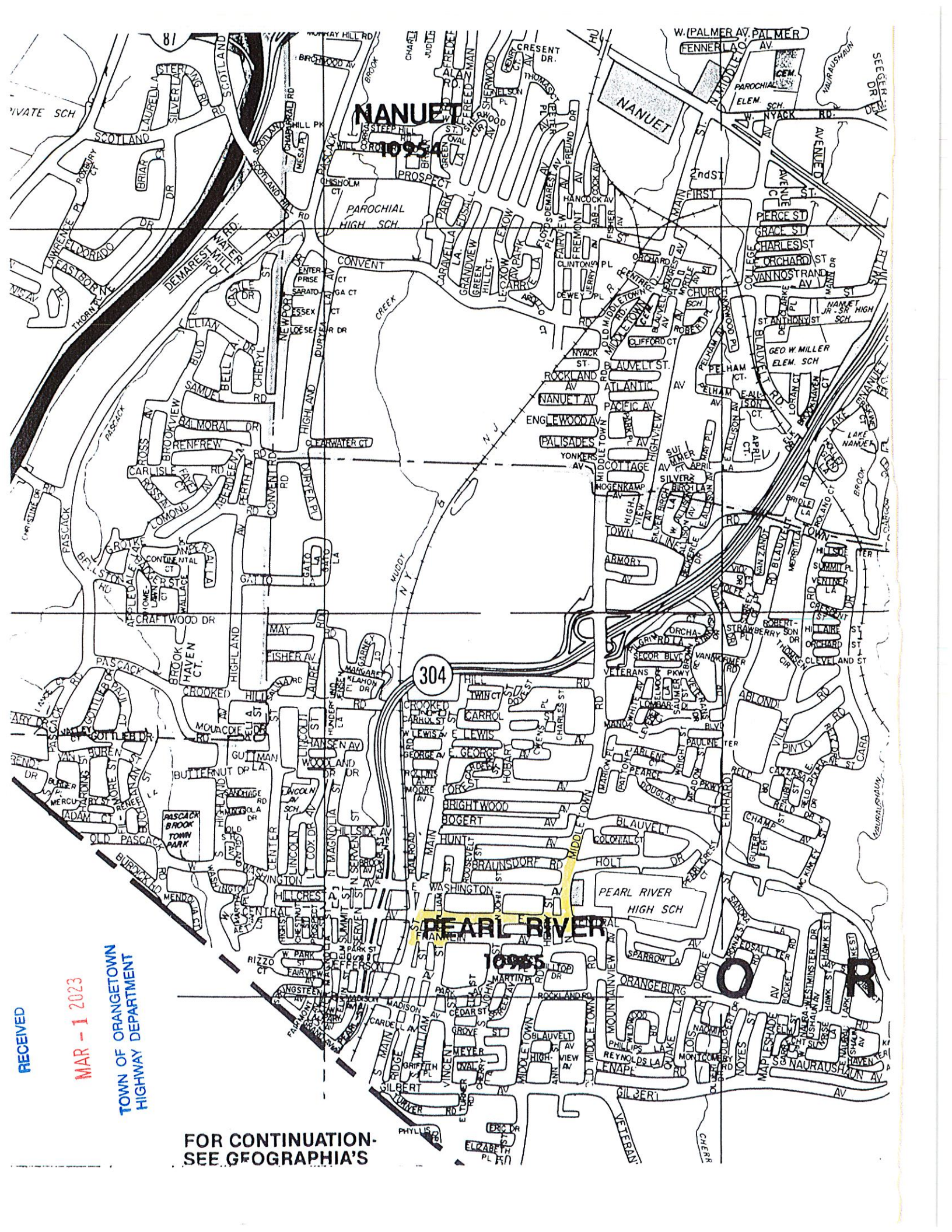
**PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR, IF  
TRAVEL WILL BE RESTRICTED.**

PRELIMINARY APPROVAL *James J. Dean* *3-1-23*

JAMES J. DEAN DATE  
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, New York 10956. You will receive written confirmation from that office.*

8-13-02bjd



**NANUET**  
10954

304

**PEARL RIVER**  
10965

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MAR - 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

FOR CONTINUATION -  
SEE GEOGRAPHIA'S

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MAR - 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



**Scott Rutter**

John H. Secor Post 329  
Pearl River, NY

30 Railroad Ave  
Pearl River, NY 10965  
845-709-4104

---

01 MAR 2023

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Subject: Request for Barricade Support - Pearl River American Legion Memorial Day Parade -  
Monday, May 29, 2023

To Whom it May Concern;

In support of the 2023 Pearl River Memorial Day Parade on Monday 29 MAY 2023 a request is made for barricades to support the control of traffic during the assembly and execution of the parade. Members and organizations participating in the parade will assemble on Monday May 30th at 9:45 AM with the Parade beginning at 10:15 AM. The parade should be complete NLT 11:45. Information on the parade route has been provided in previous request packet to the Chief of Police and the Highway Department.

Additionally request that barricades be provided from 9:45 AM to 2:00 PM at the intersections of Washington AVE and Railroad AVE as well as Railroad AVE and West Central, This will support and limit traffic during the Pearl River Community Gathering at the Post.

Thank you for your prompt attention to this request.

Respectfully Yours;



Scott E. Rutter  
Parade Committee Co-Chairman  
Veteran  
Direct: 845-709-4104  
scotrutterfnc@gmail.com

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MAR -- 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



**Scott Rutter**

30 Railroad Ave  
Pearl River, NY 10965  
845-709-4104

John H. Secor Post 329  
Pearl River, NY

01 MAR 2023

Ms. Katie Fairclough  
Department of Highways  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: Pearl River American Legion Memorial Day Parade – Monday, May 29, 2023

Dear Ms. Faircloth:

Enclosed please find the application of the Pearl River American Legion Post 329 to conduct its Annual Memorial Day Parade on May 29, 2023.

Also attached to the application is the certificate of insurance for \$1,000,000 naming the American Legion as the insured and the Town of Orangetown as an additional insured.

Request that you process this request through the Highway Dept- Town and County as well as appropriate agencies (Police, Town Counsel, others) for full approval. Upon completion further request that you provide me a copy of all approved documentation.

Thank you so much for your support! Thanks for supporting Veterans and their Families and Friends!

Respectfully Yours;

Scott E. Rutter  
Parade Committee Co-Chairman  
Veteran  
Direct: 845-709-4104  
scottrutterfnc@gmail.com

ENCLs



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MAR - 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



John H. Secor Post 329  
Pearl River, NY

**Scott Rutter**

30 Railroad Ave  
Pearl River, NY 10965  
845-709-4104

---

1 MAR 2023

Chief Donald Butterworth  
Orangetown Police Department  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: Pearl River American Legion Memorial Day Parade – Monday, May 29, 2023

Dear Chief Butterworth:

Our annual Pearl River American Legion Post 329 Memorial Day Parade Application is in the process of being approved. The Orangetown Highway Department has once again stepped up to the plate to assist me in the processing. This was done by your department for years but as of 2018 your office informed me that they would no longer assist me in the initial application.

Request that the Park Booth/Sub-station in open and the flag pole unlocked by 8:30 AM on the day of the Parade (Mon 29 MAY 2023). Further request that the parking meters by the park are bagged by 9 AM on Parade Day.

Please note that to help with coverage issues your police department has with several parades being held in Orangetown at approximately the same time, we are starting the parade at 10:15 AM (March Time) with a 9:45 AM Assembly Time.

Thank you for your prompt attention to this request.

Respectfully Yours;

*Scott Rutter*

Scott E. Rutter  
Parade Committee Chairman  
Veteran  
Direct: 845-709-4104  
scotrutterfnc@gmail.com





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)

01/26/2023

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 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> Raymond Sheridan Financial Inc 19 E. Washington Ave. Pearl River, NY 10965 Raymond Sheridan	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> AMERI-1
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> American Legion Post 329 30 Railroad Ave Pearl River, NY 10965  TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	<b>INSURER A:</b> Associated Mutual
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

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MAR - 1 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			80034283	12/02/2022	12/02/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

MEMORIAL DAY PARADE May 29, 2023

CERTIFICATE HOLDER IS ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

County of Rockland  
 11 New Hempstead Road  
 New City, NY 10956

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

Raymond Sheridan

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ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD

UNDER SECTION 104 OF THE HIGHWAY LAW

MAR - 2 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

THIS IS A REQUEST FOR  USE /  CLOSE A COUNTY ROAD (check that apply)

Name of Event: Pearl River Memorial Day Parade- American Legion Post 329 Sponser

Date (s): Mon 29 MAY 2023 Time (s): 0945- 1130 No. of Participants: 500+

Type of Event (check all that apply):

Filming  Parade or Procession  Assemblage  Festival  Other

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Route of Parade: South on North Middletown Rd, West to Cnetral Ave, South on Main St to Braunsdorf Park where Memorial Service will take held. Date of Parade is 29 MAY 2023	Pearl River, NY Orangetown
Also if applicable to County request to close Railroad Ave in front of American Legion Post to support town members to walk and be at Post for food and to meet Veterans. (Railroad Ave between Central and Washington until 2PM)	Pearl River, NY Orangetown

Applicant Information:

American Legion Post 329  
Attn: Scott Rutter Parade Co Chairman

Applicant (individual, organization, group)  
American Legion Post 329  
30 Railroad Ave

Mailing Address  
Pearl River, NY 10965

City, State, Zip Code  
Scotrutterfnc@gmail.com  
845-709-4104

Email Address

Authorized Representative (if different from Applicant)

Telephone Number (including area code)

Cell Phone Number (including area code)

Email Address (if different from Applicant)

**ROCKLAND COUNTY HIGHWAY DEPARTMENT**

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD**

UNDER SECTION 104 OF THE HIGHWAY LAW

- 3. **Insurance Certificates** (must be in Applicant's name)
- 4. **Application Fee** (Please make check payable to Rockland County Commissioner of Finance)
  - Full Day - \$500.00
  - Half Day - \$250.00      No. of Days \_\_\_\_\_      Total Amount \$ \_\_\_\_\_ N/A

The following information shall be submitted prior to the event date (except filming permit application):

- 1. **Municipal Approvals** (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email, or other.)

**Acknowledgement:** On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.

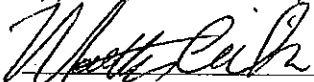
Pearl River Post 329  
Attn: Scott Rutter

2 MAR 2023

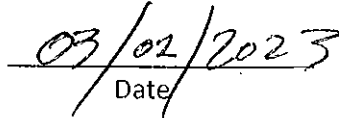
\_\_\_\_\_  
Applicant's Representative's Signature

\_\_\_\_\_  
Date

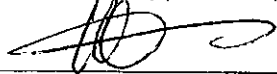
Application Received By:



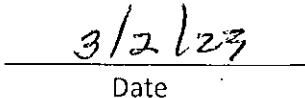
\_\_\_\_\_  
RCHD Representative's Signature

  
\_\_\_\_\_  
Date

Application Approved By:



\_\_\_\_\_  
RCHD Superintendent of Highways

  
\_\_\_\_\_  
Date

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Rockland County Highway Department and/or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties.

RECEIVED

MAR - 2 2023

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD

UNDER SECTION 104 OF THE HIGHWAY LAW

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

THIS IS A REQUEST FOR  USE /  CLOSE A COUNTY ROAD (check that apply)

Name of Event: Pearl River Memorial Day Parade- American Legion Post 329 Sponser

Date (s): Mon 29 MAY 2023 Time (s): 0945- 1130 No. of Participants: 500+

Type of Event (check all that apply):

Filming  Parade or Procession  Assemblage  Festival  Other

Location (Specify Highways by Street Name and/or Route Number)	Municipality (Towns, Villages)
Route of Parade: South on North Middletown Rd, West to Cnetral Ave, South on Main St to Braunsdorf Park where Memorial Service will take held. Date of Parade is 29 MAY 2023	Pearl River, NY Orangetown
Also if applicable to County request to close Railroad Ave in front of American Legion Post to support town members to walk and be at Post for food and to meet Veterans. (Railroad Ave between Central and Washington until 2PM)	Pearl River, NY Orangetown

Applicant Information:

American Legion Post 329  
Attn: Scott Rutter Parade Co Chairman

Applicant (individual, organization, group)  
American Legion Post 329  
30 Railroad Ave

Mailing Address  
Pearl River, NY 10965

City, State, Zip Code  
Scottrutterfnc@gmail.com  
845-709-4104

Email Address

Authorized Representative (if different from Applicant)

Telephone Number (including area code)

Cell Phone Number (including area code)

Email Address (if different from Applicant)

**ROCKLAND COUNTY HIGHWAY DEPARTMENT**

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD  
UNDER SECTION 104 OF THE HIGHWAY LAW**

The following supporting information shall be submitted at the time of application:

1. **Event Map, Event Brochure, or/and Event Application Form** (Whichever available/applicable)
2. **Operation and Safety Plan** (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)
  - Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event

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Cones, Barricades, Police at Start Points and key intersections to control closer and traffic- Pearl River

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- Detours (provide map of detour, show detour sign/police locations, etc.)

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- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)

---

Pearl River Patch, Social Media and Press Release- Journal News and others.

---

- Coordination (describe coordination with local police/municipalities/emergency services/other entities)

---

Request submitted to Orangetown Hwy that forwards coordination docs to Orangetown Police, Resources, Highway and other Town agencies to support Barricades and other coordination

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- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)

---

911 and Emergency Traffic will be able to go through

---

- Spectator Control (indicate any special measures are being taken to control spectators)

---

None- Local Police Control if needed

---

- Event Support Vehicles (describe any vehicles used in the event)

---

Participating Fire Trucks, Ambulances, Historic Jeeps, Military Vehicles, Mounted Police, other

---

**ROCKLAND COUNTY HIGHWAY DEPARTMENT**

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD**

UNDER SECTION 104 OF THE HIGHWAY LAW

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  - Half Day - \$250.00      No. of Days \_\_\_\_\_      Total Amount \$     N/A

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Pearl River Post 329  
Attn: Scott Rutter

2 MAR 2023

\_\_\_\_\_  
Applicant's Representative's Signature

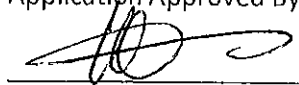
\_\_\_\_\_  
Date

Application Received By:

  
\_\_\_\_\_  
RCHD Representative's Signature

03/02/2023  
Date

Application Approved By:

  
\_\_\_\_\_  
RCHD Superintendent of Highways

3/2/23  
Date

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Rockland County Highway Department and/or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties.





RECEIVED

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

PERMIT # 23-SP-003

FEB 06 2023

RECEIVED  
MAR 1 2023  
Orangetown Police Department

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Tappan Reformed Church Spring Fling

APPLICANT NAME: Taryn Doyle

ADDRESS: 32 Old Tappan Road, Tappan

PHONE #: 845-359-1694 CELL # 516 521-0771 FAX # \_\_\_\_\_

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

The above event will be held on Sat 5/13/23 from 2:00 to 7:00 RAIN DATE: N/A

Location of event: 32 Old Tappan Road, Tappan NY

Sponsored by: Tappan Reformed Church Telephone #: 845-359-1694

Address: 32 Old Tappan Road, Tappan NY

Estimated # of persons participating in event: \_\_\_\_\_ vehicles \_\_\_\_\_

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

Tappan Reformed Church - 32 Old Tappan Rd - (845) 359-1694  
Tappan

Signature of Applicant: Taryn M Doyle Date: 2/1/23

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 2/6/23

Certificate of Insurance - Received On: 2/6/23

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit:  N - Received On: 2/6/23

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

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

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

RFS #: 55516 BARRICADES: Y/ N CONES: Y/ N TRASH BARRELS: Y/ N OTHER: Message Board

APPROVED: [Signature] 2-8-23 DATE: \_\_\_\_\_  
Superintendent of Highways

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

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

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

APPROVED: [Signature] DATE: 3/1/23  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

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

APPROVED: [Signature] DATE: 3/1/23  
Chief of Police

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

Workshop Agenda Date: 3/21/23 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED

MAR - 2 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**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 Taryn Doyle DATE 2/1/23  
COMPANY Tappan Reformed Church  
ADDRESS 32 Old Tappan Road, Tappan  
TELEPHONE (516) 521-0771 - Taryn (cell)  
**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

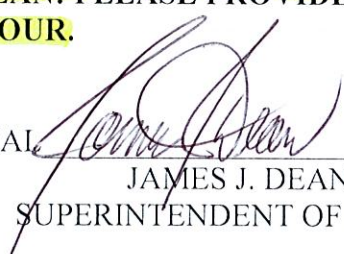
ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Greenbush Road.  
(Address number and name of road)  
one-way section of road  
Between Old Tappan Road + Kings Highway - In front of TRC  
(Intersecting streets and/or description of exact location) Manse Lawn

REASON FOR CLOSING Tappan Reformed Church Spring Fling

DATE OF CLOSING Sat May 13, 2023 RAIN DATE None  
TIME ROAD WILL BE CLOSED 11 am - 8 pm  
WILL ROAD BE OPEN TO LOCAL TRAFFIC? No  
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? No

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

PRELIMINARY APPROVAL  DATE 2.8.23  
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

2/1/23

To The Orangetown Town Board,

As Deacon at the Tappan Reformed Church, our next community event that I will be organizing is the Tappan Reformed Church Spring Fling. We plan on having the Spring Fling on Saturday, May 13, 2023 from 2:00 pm until 7:00 pm. We will be using the TRC Manse Lawn for a fun day with children's activities, plant sales, vendors, and more.

I am kindly requesting the following for our event:

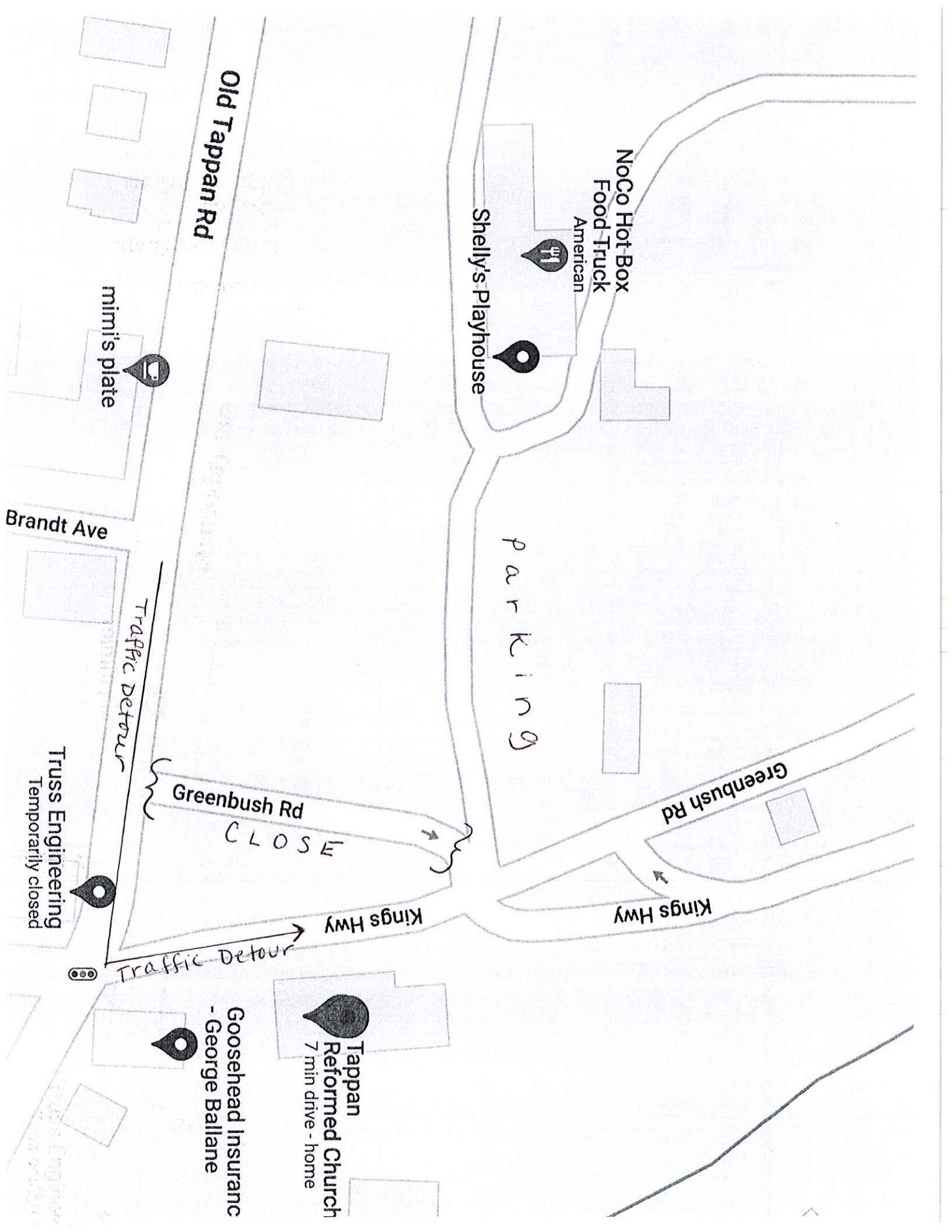
- Road closure of the one way section of Greenbush Road directly in front of the Lawn (from Old Tappan Road to Kings Highway at the beginning of the cemetery) from 11:00am to 8:00pm in order to allow for safe setup and breakdown of the Spring Fling event.
- 10 garbage cans for the site.
- Auxiliary police to be available during the event 2-7pm to assist with traffic and pedestrian crossings.
- Digital sign by the Tappan Reformed Church advertising the TRC Spring Fling, 5/13, 2:00-7:00, on the Manse Lawn.
- 3 port-a-potties from the Parks & Recreation Department to be placed on site (I will fill out online form for this, as well).

I appreciate your consideration of these requests and am available for any questions or concerns you may have at (516) 521-0771.

Sincerely,

*Taryn M. Doyle*

Mrs. Taryn Doyle  
92 Monmouth Court  
Orangeburg, NY 10962



NoCo Hot Box  
Food Truck  
American

Shelly's Playhouse

Old Tappan Rd

mimi's plate

Brandt Ave

parking

Greenbush Rd

Kings Hwy

Greenbush Rd

CLOSE

Kings Hwy

Traffic Detour

Truss Engineering  
Temporarily closed

Tappan  
Reformed Church  
7 min drive - home

Goosehead Insuranc  
- George Ballane



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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 3/16/2023  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 3/16/2023 consists of 2 warrants for a total of \$2,607,982.98.

The first warrant had 53 vouchers for \$373,885 and was for utilities.

The second warrant had 147 vouchers for \$2,234,097 and had the following items of interest.

1. A+ Technology & Service (p1) - \$45,474 for IT equipment for new Town Hall.
2. Fred Devens Construction (p19) - \$18,596 for retainage return.
3. Glenco Supply (p20) - \$5,546 for Highway supplies.
4. Global Montello (p21) - \$48,417 for fuel.
5. Goosetown Enterprises (p21) - \$7,925 for police equipment leases.
6. Helmke Industries (p24) - \$8,790 for OHA snow removal.
7. IEH Auto Parts LLC (p28) - \$6,540 for various auto and mower parts.
8. Jack Doheny Companies (p29) - \$18,287 for repairs to sewer vehicles.
9. Joe Lombardo Plumbing & Heating (p22) - \$168,438 for new town hall plumbing.
10. McClintock Enterprises (p32) - \$15,928 for doc scanner equipment.
11. Morano Brothers (p34) - \$154,058 for N. Middletown Rd. project.
12. NYS Dept. of Civil Service (p36) - \$958,841 for healthcare costs.
13. S&L Plumbing & Heating (p41) - \$249,137 for new town hall HVAC.
14. SOS Fuels (p42) - \$6,107 for heating oil.
15. The Actuarial Advantage (p47) - \$7,000 for actuarial services.
16. Traffic Logix (p48) - \$11,260 for Highway equipment.

17. Tymetal Corp. (p50) - \$13,648 for Highway materials.

18. Vanas Construction (p50) - \$518,296 for GC work on new town hall.

19. Zarin & Steinmetz (p53) - \$23,442 for outside counsel.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204



**Town of Orangetown**

**DATE: March 21, 2023**

**WARRANT**

<b>Warrant Reference</b>	<b>Warrant #</b>	<b>Amount</b>
<b>Approved for payment in the amount of</b>		
	<b>030923</b>	<b>\$ 373,885.48</b>
	<b>032123</b>	<b>\$ 2,234,097.50</b>
		<b>\$ 2,607,982.98</b>

**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**

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**Councilman Thomas Diviny**

---

**Councilman Brian Donohue**

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**Supervisor Teresa M. Kenny**