

**TOWN OF ORANGETOWN  
REGULAR TOWN BOARD MEETING  
TUESDAY, MARCH 21, 2017**

This Town Board Meeting was opened at \_\_\_\_\_ p.m.

- Councilman Denis Troy \_\_\_\_\_
- Councilman Thomas Diviny \_\_\_\_\_
- Councilman Paul Valentine \_\_\_\_\_
- Councilman Jerry Bottari \_\_\_\_\_
- Supervisor Andrew Stewart \_\_\_\_\_

***Pledge of Allegiance to the Flag***

**ANNOUNCEMENTS:**

- Aluf Plastics Corporation’s Appearance in Orangetown Justice Court, scheduled for Thursday, March 23<sup>rd</sup>, 2017, is requested to be postponed to Thursday, May 18<sup>th</sup> due to the filing of Performance Standards Review, anticipated to be heard by the Zoning Board of Appeals on Wednesday, May 3<sup>rd</sup>
- Al Samuels, Rockland Business Association will present their white paper, “A Crushing Burden: Why is Rockland So Heavily Taxed?” at the March 28<sup>th</sup> Town Board Workshop
- Youth Court Graduation (Police) rescheduled to April 4, 2017 at 6:30 P.M.
- Public Hearing at RTBM April 4, 2017 at 8:00 P.M.  
Re: Entity Disclosure Law (R. Magrino/T. Diviny)

**PRESENTATIONS:**

**PUBLIC COMMENT:**

**TOWN BOARD**

**CONTINUE PH/MARCH 21, 2017 at 8:00 P.M.  
AMENDING CHAPTER 43, § 2.1 AND 3.11  
AND 3.12, OF THE ZONING LAW OF THE  
TOWN OF ORANGETOWN TO ESTABLISH A  
NEW RPC-OP ZONING DISTRICT AND  
CHANGING THE ZONING DISTRICT OF  
PROPERTY, FORMERLY A PART OF THE  
ROCKLAND PSYCHIATRIC CENTER (A  
PORTION OF TAX LOT 73.08-1-1) RPC**

1. **RESOLVED**, that the 8:00 p.m. public hearing to amend the Town Code, Chapter 43, § 2.1 and 3.11 and 3.12, is hereby continued.

**TOWN BOARD**

CONTINUE OR CLOSE PH/MARCH 21, 2017 at  
8:00 P.M. AMENDING CHAPTER 43, § 2.1  
AND 3.11 AND 3.12, OF THE ZONING LAW  
OF THE TOWN OF ORANGETOWN TO  
ESTABLISH A NEW RPC-OP ZONING DISTRICT  
AND CHANGING THE ZONING DISTRICT OF  
PROPERTY, FORMERLY A PART OF THE  
ROCKLAND PSYCHIATRIC CENTER (A  
PORTION OF TAX LOT 73.08-1-1) RPC

2. **RESOLVED**, that the public portion is hereby continued or closed.

SEQRA DETERMINATION/AMEND TOWN  
CODE CHAPTER 43/, § 2.1 AND 3.11 AND  
3.12, OF THE ZONING LAW OF THE TOWN OF  
ORANGETOWN TO ESTABLISH A NEW RPC-  
OP ZONING DISTRICT AND CHANGING THE  
ZONING DISTRICT OF PROPERTY, FORMERLY  
A PART OF THE ROCKLAND PSYCHIATRIC  
CENTER (A PORTION OF TAX LOT 73.08-1-1)  
RPC

- 3.

APPROVE/DISAPPROVE LOCAL LAW  
AMENDING TOWN CODE CHAPTER 43/, § 2.1  
AND 3.11 AND 3.12, OF THE ZONING LAW  
OF THE TOWN OF ORANGETOWN TO  
ESTABLISH A NEW RPC-OP ZONING DISTRICT  
AND CHANGING THE ZONING DISTRICT OF  
PROPERTY, FORMERLY A PART OF THE  
ROCKLAND PSYCHIATRIC CENTER (A  
PORTION OF TAX LOT 73.08-1-1) RPC

- 4.

**PROPOSED LOCAL LAW, AMENDING CHAPTER 43, § 2.1 AND 3.11 AND 3.12, OF THE ZONING LAW OF THE TOWN OF ORANGETOWN TO ESTABLISH A NEW RPC-OP ZONING DISTRICT AND CHANGING THE ZONING DISTRICT OF PROPERTY, FORMERLY A PART OF THE ROCKLAND PSYCHIATRIC CENTER (A PORTION OF TAX LOT 73.08-1-1) RPC**

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

*Section 1:* Amend the Town Code of the Town of Orangetown, Chapter 43, entitled "Zoning", at Article II §§ 2.1 and 2.2, and the Town Zoning Map, incorporated therein by reference, to create a new "RPC-OP" Rockland Psychiatric Center Office Park) zoning district.

*Section 2:* The permitted uses, special permit uses, conditional uses, accessory uses, parking and additional requirements permitted and/or required in the RPC-OP Zoning District shall be as set forth on the Table of General Use Regulations, 43 Attachment 12A, RPC-OP Zoning District, attached hereto, and established hereby, and made a part of Chapter 43, § 3.11.

*Section 3:* The lot and bulk regulations for lots within the newly established RPC-OP Zoning District shall be as forth on the Table of General Bulk Regulations, 43 Attachment 17A, RPC-OP Zoning District, attached hereto, and established hereby, and made a part of Chapter 43, § 3.12.

*Section 4:* The following Town owned lands, formerly a part of the Rockland Psychiatric Center, and consisting of a portion of Tax Lot 73.08-1-1, presently zoned "R-80 (Rural Residence)" shall be re-zoned RPC-OP.

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 and State of New York, shown and designated as PARCEL 1 on a CERTAIN map entitled "MAP OF THE LANDS OF THE PEOPLE OF THE STATE OF NEW YORK, ACTING BY AND THROUGH THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK, ROCKLAND PSYCHIATRIC CENTER, Town of Orangetown, County of Rockland, New York State," made by Hawk Engineering, P.C., Binghamton, N.Y. dated Sept 5, 2000 and amended on Sept.13,2000; Jan.11, 2001; May 7,2002; May 21,2002; May 22, 2002; Sept. 25, 2002; and last amended on Jan. 8, 2003 and filed in the Rockland County Clerk's Office under Index No. 0104/03 and being more particularly bounded and described pursuant to said filed map as follows:

BEGINNING at an iron pin on the southerly side of Convent Road, said point being the northeasterly corner of the premises hereinafter to be described, being the northwesterly corner of Parcel-15 on the aforesaid filed map, said point being distant westerly as measured along the southerly side of Convent Road the following two (2) courses and distances from an iron pin in the southwesterly line of lands of the Palisades Interstate Parkway where same intersects the southerly side of Convent Road, namely:

a) South  $87^{\circ} 42' 57''$  West along the southerly side of Convent Road 621.05 feet to a point thence;

b) South  $88^{\circ} 31' 56''$  West still along the southerly side of Convent Road 408.32 feet to the northeasterly corner of the premises hereinafter to be described (Parcel-01 on the aforesaid filed map), being the northwesterly corner of Parcel-15 on the aforesaid filed map and running thence;

1. South  $2^{\circ} 06' 36''$  West along the easterly line of the premises and the westerly line of Parcel-15 on the aforesaid filed map 1,115.47 feet to a 5/8 inch rebar with O.M.H (Office of Mental Health) cap at the northwesterly corner of Parcel-16 on the aforesaid map, thence;

2. South  $0^{\circ} 32' 06''$  East still along the easterly line of the premises and along the westerly line of said Parcel-16 on the aforesaid filed map 320.70 feet to a 5/8 inch rebar with O.M.H. cap in the northerly line of Parcel-02 on the aforesaid filed map and being the southwesterly corner of said Parcel-16, thence;

3. Southwesterly and southerly still along the easterly line of the premises and along the northerly and westerly lines of Parcel-02 on the aforesaid filed map the following six (6) courses and distances:

a) South  $89^{\circ} 27' 54''$  West 99.13 feet to a 5/8 inch rebar with O.M.H. cap at the northerly terminus of a curve, thence;

b) Southeasterly on a curve to the left having a radius of 40.35 feet, the arc length of 51.83 feet to a 5/8 inch rebar with O.M.H. cap at a point of reverse curvature, said curve being subtended by a chord bearing of South  $37^{\circ} 19' 53''$  East and a length of 48.34 feet, thence;

c) Southeasterly on a curve to the right having a radius of 45.00 feet, the arc length of 48.76 feet to 5/8 inch rebar with O.M.H cap at a point of compound curvature, said curve being subtended by a chord bearing South  $43^{\circ} 05' 14''$  East and a length of 46.41 feet, thence;

d) Southeasterly, southerly and southwesterly on a curve to the right having a radius of 220.61 feet, the arc length of 107.17 feet to a 5/8 inch rebar with O.M.H. cap at a point of

tangency, said curve being subtended by a chord having a bearing of South  $1^{\circ} 52' 09''$  West and a length of 106.12 feet, thence;

e) South  $15^{\circ} 47' 07''$  West 167.48 feet to a 5/8 inch rebar with O.M.H. cap at the northerly terminus of a curve, thence;

f) Southwesterly on a curve to the left having a radius of 441.01 feet, an arc length of 166.13 feet to a 5/8 inch rebar with O.M.H. cap at the northeasterly corner of Parcel-17 on the aforesaid filed map, said curve being subtended by a chord having a bearing of South  $4^{\circ} 59' 29''$  West and a length of 165.15 thence;

4. Southerly along the westerly and southerly lines of Parcel-17 on the aforesaid filed map the following six (6) courses:

a) Southeasterly on a curve to the left having a radius of 441.01 feet, an arc length of 149.81 feet to a 5/8 inch rebar with O.M.H. cap, said curve being subtended by a chord having a bearing at South  $15^{\circ} 31' 42''$  East and a length of 149.09 feet, thence;

b) Southeasterly on a curve to the right having a radius of 170.41 feet, an arc length of 110.10 feet to a 5/8 inch rebar with O.M.H. cap, said curve being subtended by a chord having a bearing of South  $6^{\circ} 45' 11''$  East and a length of 108.19 feet, thence;

c) South  $11^{\circ} 45' 20''$  West 113.17 feet to a 5/8 inch rebar with O.M.H. cap at the northerly terminus of a curve, thence;

d) Southwesterly on a curve to the right having a radius of 32.40 feet, an arc length of 44.01 feet to a 5/8 inch rebar with O.M.H. cap said curve being subtended by a chord having a bearing South  $50^{\circ} 40' 00''$  West and a length of 40.70 feet, thence;

e) South  $89^{\circ} 34' 40''$  West to a 5/8 inch rebar with O.M.H. cap, thence;

f) South  $89^{\circ} 34' 40''$  West 15.91 feet to a point at the southwesterly corner of Parcel-17 on the aforesaid filed map, thence;

5. Southwesterly and northwesterly along the southerly line of the premises and along the northerly line of Parcel-02 following four (4) courses and distances:

a) South  $89^{\circ} 34' 40''$  West 733.72 feet to a 5/8 inch rebar with O.M.H. cap, thence;

b) North  $01^{\circ} 22' 03''$  West 30.82 feet to a point, thence;

c) North  $77^{\circ} 11' 18''$  West 81.21 feet to a point, thence;

d) North  $89^{\circ} 59' 01''$  West 173.11 feet to the southwesterly corner of the premises, thence;

6. Northwesterly, southwesterly, northwesterly, northeasterly, and northwesterly along the westerly line of the premises and the easterly line of Parcel-02, Parcel-03, Parcel-04 and the westerly and northerly lines of Parcel-11 the following nine (9) courses and distances:

- a) North  $18^{\circ} 51' 48''$  West 162.68 feet to a point, thence;
- b) South  $76^{\circ} 32' 47''$  West 24.31 feet to a point, thence;
- c) North  $0^{\circ} 32' 56''$  West 425.04 feet to a 5/8 inch rebar with O.M.H. cap at the southerly terminus of a curve, thence;
- d) Northwesterly, northerly and northeasterly on a curve to the right having a radius of 1055.63 feet, an arc length of 117.91 feet to a 5/8 inch rebar with O.M.H. cap at a point of compound curvature, said curve being subtended by a chord having a bearing of North  $2^{\circ} 39' 04''$  East and a length of 117.85 feet, thence;
- e) Northeasterly on a curve to the right having a radius of 168.00 feet, the arc length of 78.76 feet to a 5/8 inch rebar with O.M.H. cap at a point of reverse curvature, said curve being subtended by a chord having a bearing of North  $19^{\circ} 16' 53''$  East and a length of 78.04 feet, thence;
- f) Northeasterly on a curve to the left having a radius of 101.52 feet, an arc length of 58.51 feet to a PK nail at a point of tangency, said curve being subtended by a chord having a bearing of North  $16^{\circ} 06' 52''$  East and a length of 58.00 feet, thence;
- g) North  $0^{\circ} 28' 51''$  West 1259.56 feet to a 5/8 inch rebar with O.M.H. cap at the southwesterly corner of Parcel-11 on the aforesaid filed map, thence;
- h) North  $0^{\circ} 28' 51''$  West 196.10 feet to a 5/8 inch rebar with O.M.H. cap at the northwesterly corner of Parcel -11 on the aforesaid filed map, thence;
- i) North  $88^{\circ} 49' 41''$  East 248.37 feet to a 5/8 inch rebar with O.M.H. cap at the northeasterly corner of Parcel-11 on the aforesaid filed map, thence;

7. Easterly along the southerly side of Convent Road the following two (2) courses and distances:

- a) North  $88^{\circ} 49' 41''$  East 330.80 feet to a point, thence;
- b) South  $89^{\circ} 45' 04''$  East 598.89 feet to an iron pin at the northwesterly corner of Parcel-15 on the aforesaid filed map being the northeasterly corner of the premises hereinabove described and the point or place of BEGINNING, containing 60.9611 acres of land, more or less.

*Section 4:* This local law shall take effect immediately on filing with the Secretary of State.

**DRAFT AMENDMENT TO ORANGETOWN ZONING LAW**

**RPC- OFFICE PARK**

**S u m m a r y :**

**Amend**

Article I, General Provisions:

Section 2.1 Establishment of Districts

Add the following new zoning district, following the RPC-R zoning district:

- RPC-OP -- Rockland Psychiatric Center Office Park

**A m e n d**

Article III, §§ 3.11 and 3.12 Tables of General Regulations

Add the following tables:

- *43 Attachment 12 A* – Table of General Use Regulations (§ 3.11) RPC-OP District
- *43 Attachment 17A* - - Table of General Bulk Regulations (§3.12) RPC-OP District

Town of Orangetown

Table of General Bulk Regulations

Sections 3.12

RPC-OP District

District	For Uses Listed	Max. Floor Area	Min. Lot Acres*	Min. Lot Width	Min. Street Frontage	Required Front Yard	Required Side Yard	Total Side Yards	Required Rear Yard	Max. Bldg. Height
RPC -OP	Data Centers	.4	10 acres*	150 ft.	150 ft.	100 ft.**	100 ft.**	250 ft.**	100 ft.**	55 ft.***
	Business Office	.4	10 acres*	150 ft.	150 ft.	100 ft.**	100 ft.**	250 ft.**	100 ft.**	55 ft.***
	Executive Conference / Lecture Center	.4	10 acres*	150 ft.	150 ft.	100 ft.**	100 ft.**	250 ft.**	100 ft.**	55 t.***

\*\* In the RPC-OP District, Maximum Land Coverage shall not exceed Eighty percent (80%), including buildings parking, roads and road widening. (This land coverage provision shall supersede that provided at 43 Attachment 18, Note 14.)

\*\* Except for sites abutting roads that are internal within the RPC-OP District, for which 75 ft. may be required. For purposes of this section, an internal road shall be any roadway that is not on the perimeter of the RPC site, i.e., Convent Rd., Old Orangeburg Rd., Veterans Memorial Drive and the Palisades Interstate Parkway are not internal roads. There shall be a buffer of 100 ft. in addition to the yard requirement along Convent Rd., in which no parking or



other development shall be permitted. (This buffer requirement is intended to supersede any buffer requirement as may be specified elsewhere in this Zoning Law.)

\*\*\*For purposes of this Section, building height shall be measured from the average finished grade to the maximum point of any roofline.

**TOWN BOARD**

**SET PH DATE/RTBM APRIL 04, 2017 AT 8:10 P.M. TO ADOPT A LOCAL LAW AMENDING TOWN CODE TO §7A-13 TO REPEAL SUBSECTION(B)(4)[6] (PROPOSED LAW TO REMOVE CHERRY BROOK PARK FROM LIST OF PARKS FOR WHICH A NON-RESIDENT FEE IS REQUIRED.)**

5. **RESOLVED**, to set date for a public hearing at RTBM April 4, 2017 at 8:10 P.M. to amend the Town Code, Chapter \_\_, § 7A-13 to Repeal Subsection(B)(4)[6] (Proposed Law to remove Cherry Brook Park from list of parks for which a non-resident fee is required.)

**APPOINT IRENE Mc CARTHY, AS A MEMBER OF THE BOARD OF ASSESSMENT REVIEW, FOR A 5-YEAR TERM**

6. **RESOLVED**, that Irene Mc Carthy, is hereby appointed member of the Board of Assessment of Review for a period of 5-Years, commencing January 1, 2017 and expiring on December 31, 2021.

**TOWN BOARD/IT**

**AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH BOARDSYNC/AGENDA AUTOMATION**

7. **RESOLVED**, that the Town Board hereby authorizes the Supervisor to enter into a contract with BOARDSYNC, 4470 Chamblee Dunwoody Road, Suite 220, Dunwoody, GA, to provide cloud-based electronic Meeting Management services for the period of July 1, 2017 through December 31, 2017 at a rate of \$299/month plus a \$750 set-up fee, for a total of \$2544, per the Terms and Conditions of Services. This proposal includes business process review; configuration design, and workflow; training; launch/post-launch review.

**TOWN CLERK**

**APPOINT/BLAUVELT FIRE DEPT/LUKE HENRY HOVORKA**

8. **RESOLVED**, upon the recommendation of the Blauvelt Fire Dept., LUKE HENRY HOVORKA is hereby appointed to the position of Firefighter, with the Blauvelt Volunteer Fire Company.

**POLICE/TOWN ATTORNEY**

**AUTHORIZE SUPERVISOR/SIGN/ INTER-MUNICIPAL AGREEMENT BETWEEN ORANGETOWN AND COUNTY OF ROCKLAND/REGIONAL INVESTIGATIVE RESOURCE CENTER/JANUARY 1-DECEMBER 31, 2015**

9. **RESOLVED**, that upon the recommendation of the Chief of Police, the Town Supervisor is hereby authorized to sign an Inter-Municipal Agreement between the Town and the County of Rockland, approving participation by the Town in the Regional Investigative Resource Center (RIRC) for the period from January 1, 2015 through December 31, 2015.

**HIGHWAY**

**AUTHORIZE/JAMES J. DEAN/STEPHEN F. MUNNO/ANTHONY LIMINADRI/J. MIKE DILLON/ATTEND 2017 ASSOCIATION OF TOWNS HIGHWAY SCHOOL/ITHACA, NY**

10. **RESOLVED**, that the Town Board hereby authorizes James J. Dean, Stephen F. Munno, Anthony Liminadri and J. Mike Dillon to attend the "Association of Towns Highway School" in Ithaca, NY, on June 12-14, 2017 at a cost of \$1,619.00, with \$925.00 charged to Account No. D.5140.441.05 and \$775.00 charged to Account A.5010.441.

**PARKS AND RECREATION**

**APPROVE USE OF SHOWMOBILE/PHILIPPINE-AMERICAN CULTURAL FOUNDATION/COMMEMORATION OF THE 75<sup>TH</sup> ANNIVERSARY OF THE BATAAN DEATH MARCH/SATURDAY, APRIL 8, 2017**

11. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by the Philippine – American Cultural Foundation for their Commemoration of the 75<sup>th</sup> Anniversary of the Bataan Death March on Saturday, April 8, 2017 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**DEME**

**AUTHORIZE D & B ENGINEERS AND ARCHITECTS, INC./PERFORM CHIEF OPERATOR SERVICES/TWO MONTH PERIOD, EFFECTIVE MARCH 23, 2017**

12. **WHEREAS**, the New York State Department of Environmental Conservation (NYSDEC) mandates that Wastewater Treatment Plants (WWTP) have a Chief Operator for a requisite amount of time during every quarter calendar year,

**WHEREAS**, a Request for Proposals for Chief Operator services was advertised in the appropriate professional publications to secure said services,

**WHEREAS**, two proposals were received and one subsequently rescinded,

**WHEREAS**, the current Chief Operator is retiring eminently,

**THEREFORE**, be it resolved that the engineering firm of D & B Engineers and Architects, Inc. be retained to provide Chief Operator services for a two month period at a cost not to exceed \$31,410.00, effective March 23, 2017.

DEME

**AUTHORIZE ADS ENVIRONMENTAL SERVICES/MONITOR, ANALYZE AND REPORT FINAL FLOW REDUCTIONS/NYACK SANITARY SEWER SYSTEM**

13. **WHEREAS**, an Order on Consent from the New York State Department of Environmental Conservation (NYSDEC) was imposed upon the Town of Orangetown in 2014 to eliminate overflows at the Nyack pump station,

**WHEREAS**, the Town of Orangetown was directed to devise a plan of action to comply with said order,

**WHEREAS**, the Town of Orangetown proposed to rehabilitate key segments of the sanitary sewer system in Nyack to reduce inflow and infiltration into the sanitary sewer system using the Cured In Place Pipe (CIPP) method, thereby reducing wet weather flows to the Nyack pump station to ultimately eliminate overflows,

**WHEREAS**, the Town of Orangetown is required to analyze the current flows in the Nyack sanitary sewer system subsequent to the CIPP sewer rehabilitation and report the results to the NYSDEC,

**WHEREAS**, proposals were solicited from three companies for the monitoring study and the lowest said proposal for monitoring and analysis was received from ADS Environmental Services.

**THEREFORE**, be it resolved to authorize ADS Environmental Services, to monitor, analyze and report on the final flow reductions achieved in the Nyack sanitary sewer system after 3 years of rehabilitation work for the price of \$80,421.00.

PERSONNEL

**APPROVE NO COMPENSATION FOR DEPUTY TOWN CLERK POSITION (POSITION CONTROL #520561)**

14. **RESOLVED**, that the Town Board hereby amends Resolution 384 of 2015, duly adopted on the 11<sup>th</sup> day of August 2015, which established a position of Deputy Town Clerk, subject to the later approval of the Rockland County Department of Personnel, on or about October 13, 2015, at a salary of \$55,000. Effective immediately, said position (Position Control #520561) shall be without compensation, pursuant to NYS Town Law §30(10); and

**BE IT FURTHER RESOLVED**, that the Supervisor, the Department of Finance and the Human Resources Coordinator shall take such steps, and execute such documents, as may be necessary to effectuate this resolution.

**NEW BUSINESS:**

**HIGHWAY, PARKS AND POLICE**

**AUTHORIZE HIGHWAY, PARKS AND POLICE/LEND ASSISTANCE/USE OF TRASH RECEPTACLES & BARRICADES, 2 PORT-O-SANS, AUXILIARY POLICE FOR INTERSECTION CONTROL/LT. JOHN G. BELLEW 5K RUN/SATURDAY, April 22, 2017**

- 15. RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway, Parks and Police Departments, to lend assistance which includes the use of trash receptacles & barricades from the Highway Department, (2) port-s-sans from the Parks Dept., and Auxiliary police, for intersection control, from the Police Department, for the Lt. John G. Bellew 5K Run, on Saturday, April 22, 2017, from 10 am to 4 pm.

**APPROVE EAGLE SCOUT PROJECT/BOGERT CEMETARY/RYAN SLATTERY**

- 16. RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, the Town Board hereby approves an Eagle Scout Project to be conducted at Bogert Cemetery in Pearl River by Ryan Slattery.

**APPROVE COTTAGE LANE ELEMENTARY SCHOOL/BUTTERFLY GARDEN/JOSEPH P. CLARKE RAIL TRAIL**

- 17. RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, the Town Board hereby approves a Cottage Lane Elementary School class project, Butterfly Garden, to be placed on Joseph B. Clarke Rail Trail.

**AUDIT**

**PAY VOUCHERS**

- 1. RESOLVED**, upon the recommendation of the Finance Director, Jeff Bencik, the Finance Office is hereby authorized to pay vouchers for the General Fund, Town Outside Village, Blue Hill, Broadacres, Highway, Sewer, Capital Projects, Risk Retention, and Special Parking Funds for a total amount of **3 warrants** for a total amount of **\$1,240,744.84.**

Adjournments at \_\_\_\_ in memory of:

TOWN OF ORANGETOWN

DATE: March 21, 2017

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of	031517	\$ 252,061.79
	032017	\$ 2,605.00
	032117	\$ 986,078.05
	Total	\$ 1,240,744.84

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Andrew Stewart





# Rockland County

Ed Day, Rockland County Executive

**ROCKLAND COUNTY SEWER DISTRICT #1**

4 Route 340  
Orangeburg, New York 10962  
Phone: (845) 365-6111 Fax: (845) 365-6686  
RCSD@co.rockland.ny.us

**George Hoehmann**  
*Chairman*

**Dianne T. Philipps, P.E.**  
*Executive Director*

March 9, 2016

Ms. Charlotte Madigan  
Town Clerk  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: RPC-OP Zoning District  
Tax Lot 89/73.08-1-1 (20-36-344.7) et al.

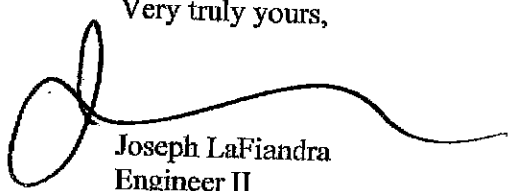
Dear Ms. Madigan:

Our office has received and reviewed information that the Rockland Journal News published on March 2, 2017 in the Legal Notices for the above referenced application to the Town Board for the public hearing on March 14, 2017. Our comments are as follows:

1. Rockland County Sewer District No. 1 does not object to the local law and the rezoning of Town owned lands, formerly a part of Rockland Psychiatric Center, from R-80 to RPC-OP. This site does not contain any sanitary sewers under the jurisdiction of the District.

Please inform us if any developments in the local law change to affect the District. If you have any questions, please contact this office at 845-365-6111.

Very truly yours,



Joseph LaFiandra  
Engineer II

cc: D. Philipps      M. Saber

File: TOO 73.08-1-1 et al. – RPC  
Reader

Rocklandgov.com

#1-4



# Rockland County

Ed Day, Rockland County Executive

## DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center  
50 Sanatorium Road, Building T  
Pomona, New York 10970

Phone: (845) 364-3434 Fax: (845) 364-3435

**Douglas J. Schuetz**  
*Acting Commissioner*

**Arlene R. Miller**  
*Deputy Commissioner*

March 15, 2017

Orangetown Town Board  
26 Orangeburg Road  
Orangeburg, NY 10962

**Tax Data:**

**Re: GENERAL MUNICIPAL LAW REVIEW:** Section 239 L and M

**Map Date:**

**Date Review Received:** 2/10/2017

**Item: TOWN OF ORANGETOWN - CREATION OF THE RPC-OP ZONE (O-2317)**

Zoning code amendment to create a new zoning district, "Rockland Psychiatric Center-Office Park (RPC-OP). A 60-acre parcel located, which used to be located at the former Rockland Psychiatric Center, is proposed to be rezoned from R-80 to RPC-OP.  
Throughout the Town

**Reason for Referral:**

State and County roads, Rockland Psychiatric Center

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

***\*Recommend the following modifications***

- 1 The proposed required off-street parking standard for the data center use is to be "set by the Planning Board as part of the site plan approval process." Since no specific requirement is cited, this standard is very subjective. The other data centers which have been proposed in the Town, were located in the LIO zoning district, so had to abide by a specific parking requirement. A definitive parking standard must be provided, so that the bulk requirement is more objective.
- 2 The Town is proposing to not allow parking in any required yard. However, a caveat is also provided giving the Town board or agency approval for allowing such. Allowing a board or agency to permit parking in the yard, without requiring specific exceptions, waters down the parking regulation for this new zoning district. The Town must cite specific exceptions when parking in the required yard is permissible to avoid subjective decisions.
- 3 Specific standards must be provided for business signs, including number of signs, sign area, and setbacks.

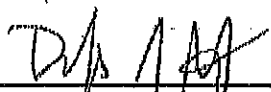
**TOWN OF ORANGETOWN - CREATION OF THE RPC-OP ZONE (O-2317)**

4 The maximum land coverage is listed as to not exceed 80%, including buildings, parking, roads, and road widening. This number is the highest percentage permitted for non-residential uses within the town; all other zones limit the maximum land coverage to 75%. It is not clear as to why this zoning district allows a higher land coverage, especially when the land had been zoned R-80, the least dense zoning district within the Town. Lands within the former Rockland Psychiatric Center drain into Lake Tappan, a drinking supply, so the development coverage should account for ensuring the protection of this water quality. The lands are also surrounded generally by residential uses, and parkland. A less dense land coverage must be considered.

5 A review must be completed by the Palisades Interstate Park Commission and any raised comments or concerns addressed.

6 A review must be completed by the County of Rockland Department of Highways and any comments or concerns addressed.

7 A review must be completed by the Rockland County Department of Health and any comments or concerns addressed.

  
\_\_\_\_\_  
Douglas J. Schuetz  
Acting Commissioner of Planning

- cc: Supervisor Andrew Stewart, Orangetown
- Rockland County Department of Highways
- Rockland County Psychiatric Center
- Palisades Interstate Park Commission
- Rockland County Department of Health
- New York State Office of Mental Health

*"NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings. The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.*

*In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.*

*Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.*

*Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.*

2 1-4



# Rockland County

Ed Day, Rockland County Executive

**ROCKLAND COUNTY SEWER DISTRICT #1**

4 Route 340  
 Orangeburg, New York 10962  
 Phone: (845) 365-6111 Fax: (845) 365-6686  
 RCSD@co.rockland.ny.us

**George Hoehmann**  
 Chairman

**Dianne T. Philipps, P.E.**  
 Executive Director

March 9, 2016

Ms. Charlotte Madigan  
 Town Clerk  
 Town of Orangetown  
 26 Orangeburg Road  
 Orangeburg, NY 10962

Re: RPC-OP Zoning District  
 Tax Lot 89/73.08-1-1 (20-36-344.7) et al.

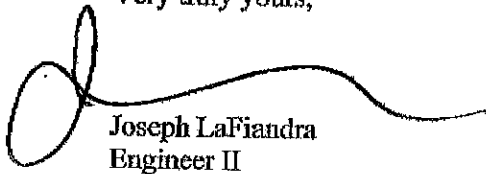
Dear Ms. Madigan:

Our office has received and reviewed information that the Rockland Journal News published on March 2, 2017 in the Legal Notices for the above referenced application to the Town Board for the public hearing on March 14, 2017. Our comments are as follows:

1. Rockland County Sewer District No. 1 does not object to the local law and the rezoning of Town owned lands, formerly a part of Rockland Psychiatric Center, from R-80 to RPC-OP. This site does not contain any sanitary sewers under the jurisdiction of the District.

Please inform us if any developments in the local law change to affect the District. If you have any questions, please contact this office at 845-365-6111.

Very truly yours,



Joseph LaFiandra  
 Engineer II

cc: D. Philipps M. Saber

File: TOO 73.08-1-1 et al. - RPC  
 Reader

# Rockland County

Ed Day, Rockland County Executive

**DRAINAGE AGENCY**  
**DIVISION OF THE HIGHWAY DEPARTMENT**  
23 New Hempstead Road  
New City, New York 10956  
Phone: (845) 638-5081 Fax: (845) 708-7116  
Email: [highway@co.rockland.ny.us](mailto:highway@co.rockland.ny.us)

**Charles H. "Skip" Vezzetti**  
*Superintendent of Highways*  
*Chairman, Drainage Agency*

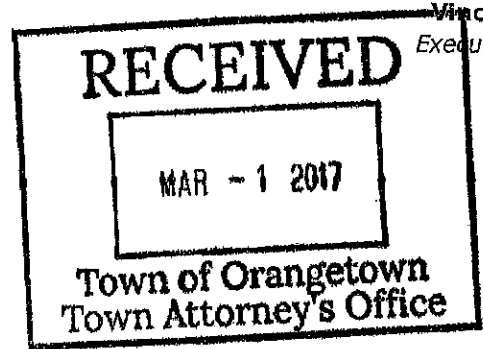
**Vincent Altieri**  
*Executive Director*

February 24, 2017

Town of Orangetown Town Board  
26 Orangeburg Road  
Orangeburg, NY 10962

Attn.: John S. Edwards, Town Attorney

**Re: Data Center - Land Sale & Conceptual Development**  
180 Blaisdell Road, Orangeburg  
Section 73.08, Block 1, Lot 1  
Tax Map: Town of Orangetown



Dear Mr. Edwards:

The Rockland County Drainage Agency ("RCDA") has reviewed the above-referenced proposal included with your letter/email dated: February 10, 2017.

Based upon the RCDA's evaluation of available mapping and the information submitted, it has been determined that the proposed project is outside the jurisdiction of the RCDA. Therefore, a permit from the RCDA pursuant to Chapter 846, Rockland County Stream Control Act, is not required. The review and approval of proposals for this site, including stormwater management and erosion controls design, appear to be within the jurisdiction of the appropriate municipal land use board(s) and departments.

However, the RCDA has concerns with respect to the potential increase in stormwater discharge that may impact the County Regulated Streams and/or decrease in groundwater recharge, as a consequence of the proposed development. Therefore, an interested and involved agency pursuant to SEQRA, please provide the RCDA with project drawings and calculations for our review and comments.

By copy of this letter, the RCDA is hereby notifying the municipal land use boards and departments that a permit from the RCDA, pursuant to Rockland County Stream Control Act, Chapter 846, is not required for developments at the above-referenced site. However, the RCDA recommends that the municipal land use boards and/or departments review all development proposals and ensure that they will not result any increase in stormwater runoff from the site.

The Rockland County Drainage Agency ("RCDA") does not object to the Town Board assuming responsibilities of lead agency for SEQRA purposes in the above-referenced matter.

Please contact Shajan S. Thottakara, P.E., CFM, at (845) 638-5081 or by e-mail: [thottaks@co.rockland.ny.us](mailto:thottaks@co.rockland.ny.us), if you have any questions regarding this matter.

Very truly yours,

Vincent Altieri  
Rockland County Drainage Agency

- c: Building Department
- Zoning Board of Appeals
- Rockland County Planning Department
- Planning Board
- Shajan S. Thottakara, P.E., CFM
- Rockland County Highway Department

- Town of Orangetown
- Town of Orangetown
- Town of Orangetown

[OBZPAE@orantown.com](mailto:OBZPAE@orantown.com)  
[darbolino@orantown.com](mailto:darbolino@orantown.com)

[ccoopersmith@orantown.com](mailto:ccoopersmith@orantown.com)  
(File: 17 OGR 15)  
(by e-mail)



**Office of  
Mental Health**

**Administrative Support Services Group~Capital Operations  
75 New Scotland Avenue~Unit Q  
Albany, New York 12208  
Telephone: {518} 549-5100  
Fax: {518} 549-5112**

**FAX TRANSMISSION**

**Date:** 2/22/17 **Number of Pages:** 4  
[including cover sheet]

**To:** Office of the Supervisor of the Town of Orangetown

**From:** NYS OMH Edward Killeen

**Subject:** \_\_\_\_\_

**IMPORTANT:** This facsimile is meant only for the use of the intended recipient. It may contain confidential information which is legally privileged or otherwise protected by law. If you received this facsimile in error or from someone who was not authorized to send it to you, you are strictly prohibited from reviewing, using, disseminating, distributing or copying the facsimile. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, PLEASE CONTACT THE SENDER IMMEDIATELY AND DESTROY ALL COPIES.

OFFICE OF THE TOWN ATTORNEY  
TOWN OF ORANGETOWN

TOWN HALL  
26 ORANGEBURG ROAD  
ORANGEBURG, NY 10962



TELEPHONE  
(845) 359-5100  
FAX  
(845) 959-2715

REC'D FEB 15 2017

JOHN S. EDWARDS  
TOWN ATTORNEY

TERESA M. KENNY  
FIRST DEPUTY TOWN ATTORNEY

Lead Agency Coordination Letter From The Town of Orangetown,  
With Request for Expedited Response

February 10, 2017

Re: Zoning, proposed sale and conceptual development (Data Center) of Town owned lands, formerly a part of the Rockland Psychiatric Center, comprising a part of Tax Lot 73.08-1-1 on the Tax Map of the Town of Orangetown

Dear Sir or Madam:

The Town Board of the Town of Orangetown, Rockland County, New York is hereby notifying you that, at its meeting held on the 7th day of February 2017, the Town Board adopted a resolution in connection with a proposed action, consisting of the adoption of a Local Law, rezoning a 60± acre parcel of Town owned lands, formerly a part of the Rockland Psychiatric Center, from its current R-80 (Rural Development) zoning to a new zoning district, *to wit*, the RPC-OP (RPC-Office Park, with related General Use and Bulk Tables), the action to further include the contemplated sale and conceptual development of the said parcel as a data center, with related office and other accessory uses.

The Town Board has determined that the action proposed is subject to review under the State Environmental Quality Review Act ("SEQRA"), and that such action constitutes a "Type 1" action. The Town Board, by Board resolution, has expressed its intention to serve as Lead Agency for the action and, pursuant to Sections 617.6(b) and (c) of the N.Y.C.R.R., and requests your agreement that it be so designated.

The Town Board further wishes to expedite the designation of the Lead Agency and requests your prompt reply. If you agree to the Town Board being designated Lead Agency, please sign this letter where indicated below and return it to the Office of the Supervisor of the Town of Orangetown by mail or fax (845-359-2715) as soon as possible. If your agency does not submit a written objection within 30 days of the mailing of this notification, the Town Board will assume the role of lead agency for this action.

#1-4

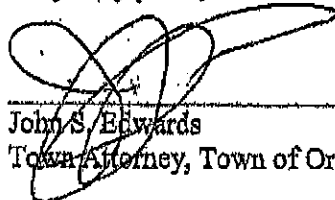
Lead Agency Coordination Letter  
February 10, 2017

Page 2

Enclosed please find copy of proposed Local Law, vicinity map, conceptual development plan, GML 239 referral form to Rockland County Department of Planning, Full Environmental Assessment Form (Part 1), and other relevant documents and information relating to the proposed action.

Thank you for your cooperation and courtesy.

Very truly yours,



John S. Edwards  
Town Attorney, Town of Orangetown

The NYS OMH agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

Edward J. Killeen, Director of Administrative Support Services Group  
(Print Name and Title)

Encl.

**TO: INVOLVED AND/OR INTERESTED AGENCIES:**

Regional Director  
Region 3 -- N.Y.S. Department of  
Environmental Conservation  
21 South Putt Corners Road  
New Paltz, New York 12561-1696

Orangetown Planning Board  
20 Greenbush Road  
Orangeburg, New York 10962

Rockland County Department of Planning  
Building T  
50 Sanatorium Rd.  
Pomona, New York 10970



**Lead Agency Coordination Letter  
February 10, 2017**

**Page 3**

Charles H. Vezzetti, Superintendent of Highways  
Rockland County Highway Department;  
23 New Hempstead Rd.  
New City, New York 10956

N.Y.S. Office of Mental Health  
CDPC – Unit Q  
75 New Scotland Avenue  
Albany, NY 12208

Attn: Edward J. Killeen  
Director, Administrative Support Services Group

Director, Region 8  
N.Y.S. Department of Transportation  
4 Burnett Blvd.  
Poughkeepsie, New York 12603-2594

Charles H. Vezzetti, Executive Director  
Rockland County Drainage Agency  
23 New Hempstead Rd.  
New City, New York 10956

#1-4

OFFICE OF THE TOWN ATTORNEY  
**TOWN OF ORANGETOWN**  
TOWN HALL  
28 ORANGEBURG ROAD  
ORANGEBURG, NY 10962



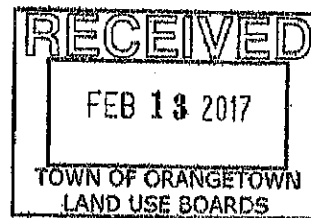
TELEPHONE  
(845) 359-5100  
FAX  
(845) 359-2715

JOHN S. EDWARDS  
TOWN ATTORNEY

TERESA M. KENNY  
FIRST DEPUTY TOWN ATTORNEY

February 10, 2017

Town of Orangetown Planning Board  
20 Greenbush Road  
Orangetown, New York 10962



Attn.: Cheryl Coopersmith, Clerk to the Board

**Re: Zoning, proposed sale and conceptual development (Data Center) of Town owned lands, formerly a part of the Rockland Psychiatric Center, comprising a part of Tax Lot 73.08-1-1 on the Tax Map of the Town of Orangetown**

Dear Ms. Coopersmith:

I enclose herewith a copy of a proposed Local Law under consideration by the Town Board, together with a Full EAF and related documents, relating to the above referenced action, consisting of the adoption of a Local Law, re-zoning a 60± acre parcel of Town owned lands, formerly a part of the Rockland Psychiatric Center, from its current R-80 (Rural Residence) zoning to a new zoning district, *to wit*, the RPC-OP (RPC-Office Park, with related General Use and Bulk Tables), the action to further include the contemplated sale and conceptual development of the said parcel as a data center, with related office and other accessory uses.

Pursuant to Chapter 43, § 10.5 of the Town Code, the Town Board seeks the review and recommendation of the Planning Board with respect to the proposed change. In making its recommendation, the Planning Board should consider the various planning considerations set forth at §§ 10.521 and 10.522.

Consistent with the referenced Code section, the Town Board would appreciate the Planning Board's recommendation within 30 days.

Lastly, and related February 7, 2017, the Town Board further declared its intent to be lead agency with respect to the proposed action. In connection therewith, I enclose a copy of a circulation letter, which includes the Planning Board as an interested agency. The Town Board would appreciate the Planning Board's consideration and consent.

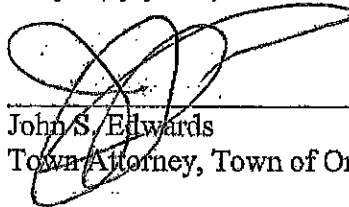
Lead Agency Coordination Letter  
February 10, 2017

Page 2

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Thank you for your cooperation and courtesy.

Very truly yours,



John S. Edwards  
Town Attorney, Town of Orangetown

The Town of Orangetown Planning Board agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

Bruce E. Bond, Vice-Chairman  
(Print Name and Title)

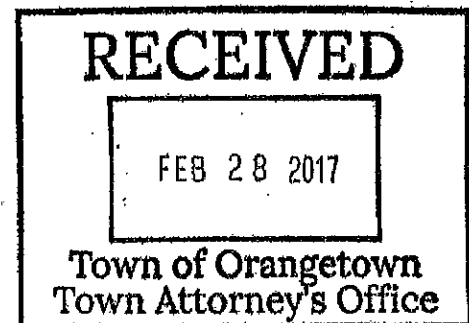
Encl.

**TO: INVOLVED AND/OR INTERESTED AGENCIES:**

Regional Director  
Region 3 -- N.Y.S. Department of  
Environmental Conservation  
21 South Putt Corners Road  
New Paltz, New York 12561-1696

Orangetown Planning Board  
20 Greenbush Road  
Orangeburg, New York 10962

Rockland County Department of Planning  
Building T  
50 Sanatorium Rd.  
Pomona, New York 10970



#1-4

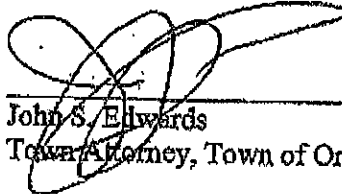
Lead Agency Coordination Letter  
February 10, 2017

Page 2

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Thank you for your cooperation and courtesy.

Very truly yours,



John S. Edwards  
Town Attorney, Town of Orangetown

The NYSDOT agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

Mary McCullough - Transportation  
(Print Name and Title) Analyst

Encl.



TO: INVOLVED AND/OR INTERESTED AGENC

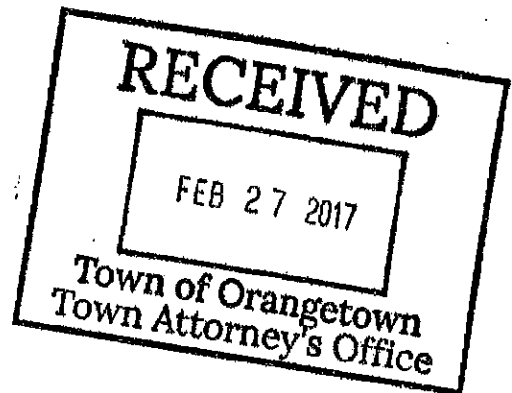
MARY MCCULLOUGH  
Transportation Analyst

Regional Director  
Region 3 -- N.Y.S. Department of  
Environmental Conservation  
21 South Putt Corners Road  
New Paltz, New York 12561-1696

Region 3, Traffic Safety & Mobility Group  
4 Burnet Blvd., Poughkeepsie, New York 12603  
(845) 437-3398 | f:(845) 437-3395 | Mary.McCullough@dot.ny.gov  
www.dot.ny.gov

Orangetown Planning Board  
20 Greenbush Road  
Orangeburg, New York 10962

Rockland County Department of Planning  
Building T  
50 Sanatorium Rd.  
Pomona, New York 10970



6

IRENE M. MCCARTHY  
2 DELONGIS COURT · SPARKILL, NY · 10976  
(845) 304-4244 · IMCCARTHYKW@GMAIL.COM

## OBJECTIVE

To obtain the challenging position on the Orangetown Board of Assessment Review utilize my logic, skills and experience as a licensed NYS Realtor , Orangetown resident over 10 years and a resident of Rockland County over 40 years.

## EMPLOYMENT

### Realtor, Keller Williams Hudson Valley Realty

April, 2010 - Present

- Extensive experience in assessing and valuing real estate, including analyzing real estate market trends and fluctuations in financial markets to determine equity and sales values for private and commercial properties
- Ability to effectively negotiate with buyers, sellers, bank representatives, attorneys, title company personnel and other real estate agents involved in real estate transactions
- Scheduling inspections and closings
- Keeping track of NYS forms and contracts
- Make customer contacts daily, scheduling appointments for sellers and buyers

### Realtor, Better Homes Garden Rand Realty

June 2001- April 2010

- Extensive direct customer contact on leasing and selling
- Negotiate for buyers and sellers offers
- Scheduling inspections and closings
- Keeping track of NYS forms and contracts
- Make customer contacts daily, scheduling appointments for sellers and buyers

### Rockland County Document Prep Contractor

Sept. 2011-April 2012

- Contractor with Rockland County Department of Social Services Welfare Management Systems Office
- Review of all documents to assign appropriate category in document repository system
- Use of all government systems needed to categorize and scan documents in accordance with State, Federal and County confidentiality and procedural regulations
- Self-directed and able to work with minimal supervision

### Rockland County Food Stamp Contractor

Jan. 2008- Dec. 2009

- Contractor with Rockland County Department of Social Services to process Food Stamp applications
- Review application packet for completeness and accuracy
- Enter financial and demographic information into NYS Welfare Management System (WMS) to produce individual case record, eligibility determination, household budget and amount of benefit to be issued
- Enter appropriate codes on Authorizing Document into WMS and Client Notices Systems to create open or denied case record
- Prepare case record for scanning into document Imaging System
- Use of all government systems to process determinations in accordance with State and Federal regulations, including WMS, CNS and IEDR

## LICENSES

- New York License Real Estate SalesPerson

## EDUCATION

- Clarkstown North High School

## PROFICIENCIES

- Microsoft Office Excel, Word, Powerpoint
- QuickBooks



# Meeting Management Proposal

PREPARED FOR:

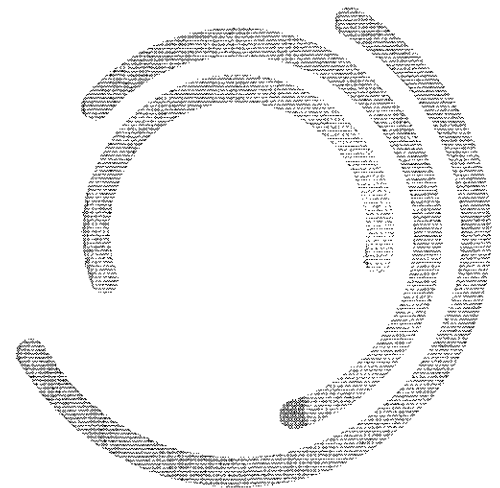
**Mr. Anthony Bevelacqua**  
Director of Automated Systems  
Town of Orangetown

PREPARED BY:

**Doug Shumway**

BoardSync, Inc.  
dshumway@boardsync.com  
312-637-9200 x202

Created: March 6<sup>th</sup>, 2017  
Valid Until: May 6<sup>th</sup>, 2017



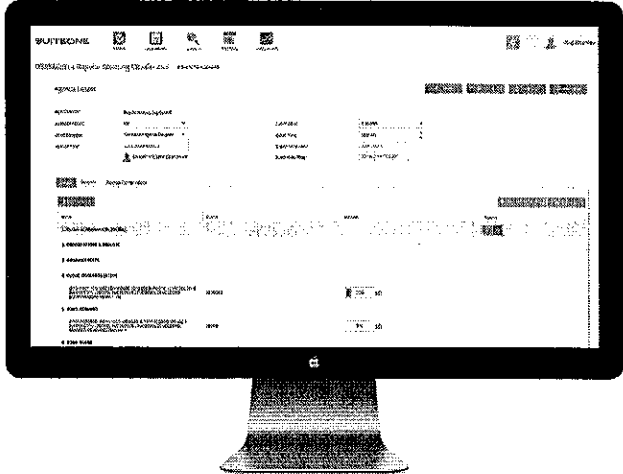


# KEY FEATURES

## Moving Meetings Forward

BoardSync started with the desire to create the most advanced and instantly usable meeting collaboration and agenda management software available. To transform the arduous meeting management process into an intuitive and collaborative experience.

BoardSync is the fusion of powerful features, intuitive user experience, and beautiful design.



## PROVEN PLATFORM

BoardSync starts with a platform that powers the leading governmental agencies in the US. We thought we could raise the bar, again. We re-designed the entire experience with the most advanced technologies and a lot of imagination.

## INTUITIVE EXPERIENCE

Simplicity with advanced features is a complicated mix. True simplicity is about the right features in the right place, when you need them. And intuitively designed so you know how to use the application the very first time.

## CUSTOMIZED FOR YOU

BoardSync is completely customized, including the agenda design, sections design, item design, workflow, labels, custom fields, security and a lot more. It's completely customized based on the requirements for each board or committee. All the while, providing staff with a consistent process.

## ENHANCED SECURITY

We take security seriously. BoardSync has enhanced security protocols at all levels including the data centers, application and documents. We have the SSAE16 reporting standard for security controls. You're covered with a comprehensive third party risk assessment for infrastructure, physical access controls and policies relating to HIPAA HITECH compliance.

## UNLIMITED MEETINGS

Have a lot of meetings with all of your boards, committees, and staff meetings? We have you covered with unlimited meetings, unlimited users, and unlimited board and committee members for all levels of BoardSync. We make the meeting process less meeting-like.

#7

# CUSTOMER PROPOSAL



This quote is valid until 5/6/2017 and subject the Terms and Conditions of Services.

## SERVICES SUMMARY

### Customer Details:

Town of Orangetown, NY  
26 W Orangeburg Rd  
Orangeburg, NY 10962

### Service Details:

BoardSync Meeting Management

Includes:

- Unlimited Users and Meetings
- Unlimited File Storage
- Unlimited Boards
- Agenda Management
- Citizen Portal

### Service Dates:

Agreement Effective Date:

July 1, 2017

Initial Term Dates:

7/01/17 – 12/31/2017

Annual Term Dates

1/01/18 – 12/31/2018

Optional Annual Renewal Dates

1/1 of each year

## Initial Service Fees

<b>BoardSync Meeting Management (\$299 per month for six (6) months of service)</b> - Includes support and <u>all future upgrades</u> BILLED ANNUALLY	\$1,794
<b>BoardSync Implementation</b> - configuration, template customization and training services. <b>\$1,500 with 50% billed 2017 and 50% billed in 2018, if renewed.</b>	\$750
<b>Total 1<sup>st</sup> Year Service Fees</b>	<b>\$2,544</b>

## BILLING SUMMARY

### Payment Method

By invoice upon the effective date of the proposal.

### Payment Address

4470 Chamblee Dunwoody Road  
Suite 220  
Dunwoody, GA 30338



#107

# Terms and Conditions



**1. Services.** Services means the BoardSync Internet based system for agenda management, meeting minutes management and/or streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

**2. Grant of License.** Subject to the terms and conditions of this Agreement, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Users of Customer to access and use the Services identified in Services. This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Services and Technology will remain solely with BoardSync.

**3. Service Levels and Support.** BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.

The service(s) are provided on an "as is" basis, and customer's use of the service(s) is at its own risk. BoardSync does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.

**4. Content Ownership.** The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement.

**5. Responsibility for Content.** The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync any Content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

**6. Limitation of Liability.** In no event shall BoardSync be liable to customer for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. BoardSync's liability hereunder is expressly limited to the amount of financial compensation received under this agreement.

# Terms and Conditions



**7. Fees.** All fees are billed on an annual basis in advance and are due upon receipt of invoice, Net 30 days. Billing commences on the Agreement Effective date defined in the Services Summary. BoardSync reserves the right to exercise cost of living increases, up to five percent (5%) annually. Fees are exclusive of all taxes.

**8. Term.** As defined in the Services Summary, the Customer has the option to purchase Services defined in Section 1., from BoardSync for an additional one (1) year term after completion of the initial term six month term. Either party may terminate this agreement without cause providing that the terminating party gives the other party thirty (30) day's written notice prior to termination. In the event that Customer terminates this Agreement all payments for services previously rendered will immediately be due. If Customer terminates without cause, it shall be not be entitled to a refund of any prepaid service fees. Upon the effective date of termination of this Agreement, BoardSync will immediately cease providing the Service(s) and will return or make available all Customer content within forty-five (45) days.

**9. Optional Term(s).** Upon the expiration of the then-current term as described in Section 8 (Term), this Agreement will continue to auto-renew on according to subsequent annual Optional Terms unless Customer, at its sole and absolute discretion, notifies BoardSync in writing of its intention not to extend the term of the Agreement at least thirty (30) days prior to expiration of the current term end date.

**10. Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of New York, USA.

## ACCEPTANCE

Authorized representatives of Customer and BoardSync have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the agreement effective date

\_\_\_\_\_  
Customer Signature                      Date

\_\_\_\_\_  
BoardSync Signature                      Date

\_\_\_\_\_  
Print Name                                      Title

\_\_\_\_\_  
Print Name                                      Title



# Project Timeline

Weeks	1	2	3	4	5	6
Business Process Review	█					
Configuration, Design, Workflow		█	█			
Training & Launch				█	█	
Post-Launch Review						█

“Customer Success” is our focus during the entire implementation and launch process. We learn about your process to determine the best configuration for you. With the proper configuration, training, and support, your agenda automation project will be a complete success.

**1. Business Process Review**  
 Kick-off Call  
 Implementation Questionnaire

The implementation process begins with a kick-off call to discuss the process with your key staff. We'll also learn about your process, terminology, and workflow processes. Lastly, we discuss the materials we need to gather from you to design your agendas.

**2. Configuration**  
 Agenda Design  
 Workflow and System Configuration

Based on the information we gather, our staff and designers will complete the initial configuration and design of your agendas. We'll schedule another call with key staff to review the initial design and finalize the configuration. We'll also make suggestions or give ideas based on our experiences with other customers.

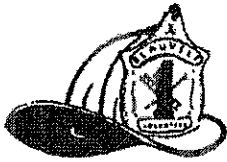
**3. Training & Launch**  
 Administrator and User Training  
 Go Live!

Now it's time to train the administrators and users on the system. After training, we'll provide staff with a Get Started Guide, links to our online community, and access to our extensive video library. You're ready to go live!

**4. Post-Launch Review**  
 Process Review  
 Configuration Changes

After using the system for a meeting cycle or two, you might want to add something, change a certain configuration, or just have a few questions. We'll schedule a call to review all of these topics and more. We can easily add, change or tweak the configuration at any time.

# 8



# Blauvelt Volunteer Fire Company, Inc.

548 WESTERN HIGHWAY • BLAUVELT, NEW YORK 10913-1314

Administration Office

(845) 398-3929  
Fax (845) 359-8569

Date: February 21, 2017

Supervisor and Councilpersons  
Town of Orangetown  
Town Hall  
Orangeburg, NY 10962

Dear Members of the Board,  
At the February 21, 2017 meeting of The Blauvelt Volunteer Fire Company Inc. the following person or persons were elected to the positions indicated and as such are submitted for you approval.

NAME / ADDRESS	TITLE	SOCIAL SECURITY#
1) Luke Henry Hovorka 75 Burrows Lane Blauvelt, NY 10913	FIREFIGHTER	055-86-7331
2) _____ _____ _____	_____	_____
3) _____ _____ _____	_____	_____

If you have any questions regarding this matter please contact Chairman Robert Clifford at your earliest convenience at 845-709-3838.

Respectfully,

Robert Clifford, Chairman  
Board of Directors  
Blauvelt Volunteer Fire Co. Inc.

Cc: Town Clerk

PLEASE RETURN A COPY OF THIS FORM STAMPED RECEIVED TO THE BLAUVELT VOLUNTEER FIRE CO. INC., CARE OF THE BOARD OF DIRECTORS.

**Regional Investigative Resource Center**

**INTERMUNICIPAL AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the **COUNTY OF ROCKLAND**, a municipal corporation having its principal place of business at 11 New Hempstead Road, New City, New York (hereinafter the "County") and the **TOWN OF ORANGETOWN**, a municipal corporation having its principal place of business at 20 Orangeburg Road, Orangeburg, New York (hereinafter "Orangetown"). Additional incorporated towns and villages located in the County of Rockland are expected to execute separate agreements with the County under the same terms and conditions as set forth herein and together with Orangetown are collectively referred to herein as Local Participating Agencies. The County and the Local Participating Agencies shall be collectively referred to herein as the "Parties". The Parties recognize that other regional or National law enforcement agencies, such as the New York State Police, the Federal Bureau of Investigation and Homeland Security, may participate in the Regional Investigative Resource Center as described herein. Said agencies are referred to herein as Regional Participating Agencies.

Whereas, there is evidence of organized criminal activity and illicit trafficking in drugs in Rockland County, and

Whereas, such illicit activity has substantial and detrimental effect on the health and general welfare of the people of said area, and

Whereas, the effective interdiction of this type of criminal activity cannot be adequately addressed on a local level and requires a regional response and cooperation between the various law enforcement agencies, and

Whereas, it is essential to create a shared service environment by and between the County and local law enforcement agencies in Rockland County to effectively and efficiently utilize all available resources, both human and technological, and avoid duplication of effort and expense to address these critical law enforcement issues, and

Whereas, there is a history of cooperation that has existed between various Law Enforcement Agencies in Rockland County since 1975, and

Whereas, The Rockland County Drug Task Force has been effective in responding to illicit drug trafficking in Rockland County since 1975, and

Whereas, organized crime investigators employed by the County have been effective in responding to organized criminal activity in Rockland County, and

Whereas, Technology, as it continues to evolve, offers considerable opportunities to increase the effectiveness and efficiency of law enforcement,

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## Regional Investigative Resource Center

### INTERMUNICIPAL AGREEMENT

Now therefore, in consideration of the foregoing, the Parties hereto agree to the following:

1. To create a "Shared Services" environment to effectively and efficiently utilize all available resources, both human and technological, in an "All Crimes" approach to secure justice and public safety in the 21<sup>st</sup> Century.
2. The following law enforcement functions shall be conducted as shared services pursuant to this memorandum of understanding and shall hereinafter be collectively referred to as the Regional Investigative Resource Center (hereinafter "RIRC").

The RIRC shall be comprised of the following "Units":

The Drug Task Force (DTF)

The Organized Crime and Gang Investigation Unit (OCGIU)

The Investigative Technology Support Center (ITSC)

- a. The **DTF** shall be responsible for performing the following law enforcement functions throughout the County of Rockland:
  - i. Disrupt illicit drug trafficking in Rockland County by immobilizing targeted violators and trafficking organizations;
  - ii. Gather, report and exchange intelligence data relating to the trafficking of illicit narcotics and dangerous drugs;
  - iii. Conduct electronic and undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's illicit narcotic enforcement efforts will result in effective prosecution before the courts of the United States and the State of New York; and
  - iv. Coordinate its investigative efforts with those of all available local, state and federal police agencies in an effort to pursue the natural progression of narcotics investigations from street level trafficking to mid and upper level narcotics trafficking.
  
- b. **The Rockland County Organized Crime and Gang Investigation Unit** has a long record of achievement in the Investigation of Organized Crime. This RIRC unit shall be responsible for performing the following law enforcement functions throughout the County of Rockland:
  - i. The primary assignment of this unit is to investigate Organized Criminal Activity, including Traditional Organized Crime, Non Traditional Organized Crime and Gang related crime
  - ii. Since organized crime does not restrict itself to established geographic boundaries, this unit will continue its long established procedure of working closely with neighboring jurisdictions on the local (Bergen County), state (New York and New Jersey State Police) and Federal Agencies (FBI, ICE, DEA) levels

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## Regional Investigative Resource Center

### INTERMUNICIPAL AGREEMENT

- c. **The Investigative Technologies Support Center** shall be responsible for operational and end-user support of all necessary electronic needs for the DTF and OCGIU. This RIRC unit shall be responsible for performing the following law enforcement functions:
- i. Electronic surveillance applications, systems security, researching and evaluating of software packages for investigative purposes, developing and maintaining in-house database applications and data, repairing and maintaining computers and peripheral equipment, training personnel in the use of database and other software applications, preparing Investigative Technology budgets and keeping an accurate inventory of all computer, media and surveillance related equipment issued to department personnel.
  - ii. Implementation and maintenance of computer systems, mobile data systems, network, radio and voice communication systems, and numerous other databases and systems as they relate to the IRC.
  - iii. Support the connectivity to various County, State and Federal information repositories and systems via secured wide area networks.
  - iv. Coordinating the installation of technology equipment and is responsible for coordinating the planning, design, integration and implementation of the various technological programs and systems in use, and those contemplated for future implementation and coordinating with other appropriate agencies as needs arise.
  - v. Assist investigative units within Rockland County and provide technical collaboration and support to other state, county, local and federal law enforcement agencies in the region.
  - vi. Provide expert advice, as it pertains to state and federal laws governing these types of investigations and additionally facilitate this part of the investigation.
- d. Each unit described above shall have a unit director (the "Unit Director") who shall be designated by the governing board as set forth below.
- e. Additional units may be added to the RIRC by an act of the Governing Board as hereinafter defined.

### 3. Governing Board

- a. A Governing Board (hereinafter the "Board") shall have the authority to adopt rules and policies governing the operation of the RIRC and the individual Units and any other shared service units hereafter created by the Board, as it deems necessary. There shall be voting and non-voting members of the Board. Voting members of the Board shall consist of a duly authorized representative of the District Attorney's Office, the Sheriff's Department and each Local Participating Agency or Regional Participating Agency that has assigned at least one law enforcement officer full time to any of the foregoing units. Non-voting members of the Board shall consist of any member in good standing of the Rockland County Police Chiefs Association that has not assigned at least

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## Regional Investigative Resource Center

### INTERMUNICIPAL AGREEMENT

one officer full time to any of the foregoing units or any other approved shared service.

- b. A simple majority of the voting members of the Board must be in attendance to establish a quorum. An absent member may vote through proxy or designee. Each voting member of the Board shall have an equal vote in the conduct of its business. The District Attorney, or his designee, shall serve as the chairperson of the Board (the "Board Chair").
- c. Regular meetings of the Board shall be held no less than six (6) times per year, unless otherwise determined by the Board. Special meetings of the Board may be called by the Board Chair or by a majority of the voting members of the Board.
- d. The act of a majority of the voting members of the Board present at a meeting duly held at which a quorum is present shall be the act of the Board.

#### 4. Assignment of Personnel

- a. Each assigning agency shall recommend proposed law enforcement officers to be assigned to any of the RIRC units. Such members shall be experienced law enforcement officers, preferably with relevant experience in the proposed area of assignment.
- b. The approval of all assignments shall be an act of the Board. A list of all officers assigned to the RIRC units shall be maintained by the Board and shall be updated as officers are added or removed (the "Active List").
- c. Members assigned to the RIRC shall remain in such assignment for a period of not less than one year. In the event of exceptional circumstances and, when possible with 30 days notice provided to the Board, participating agencies may remove an assigned member who has not completed one year in such assignment.
- d. The Board reserves the right to remove any member from any RIRC unit when it is determined to be in the best interest of the Unit to do so.
- e. The Board shall actively solicit and encourage the assignment of law enforcement officers to the RIRC units from any and all local, state and federal law enforcement agencies whose geographical jurisdiction includes Rockland County. The Board based upon sound law enforcement considerations shall establish the maximum number of officers to be assigned. This determination shall not be influenced by consideration of potential asset forfeiture distribution.
- f. A part-time assignment of a law enforcement officer to the RIRC shall only be accepted for the ITSC and shall not constitute or be calculated as full participation in an RIRC Unit for the distribution of asset forfeiture.

#### 5. Operating Procedures

- a. Operational matters, such as the selection of investigative targets, the timing and location of investigations, and the selection of investigative techniques,



#9

## Regional Investigative Resource Center

### INTERMUNICIPAL AGREEMENT

shall be the responsibility of the Unit Director.

#### 6. Funding: Personnel Costs, Equipment, Office Space

- a. Subject to available appropriations, Rockland County will provide the necessary funds and equipment to support the activities of the officers and investigators assigned to the RIRC units. Such support will include office space, salaries of support staff and items such as vehicles, vehicle operating expenses, office supplies and equipment, travel funds, investigative equipment training and other support items as approved by the Unit Director and/or the Board.
- b. The County agrees to fund all telephone services associated with the installation and use of electronic surveillance equipment, i.e. wiretaps, pen registers and video surveillance.
- c. Funding for operational matters, including purchase of evidence, payments to confidential informants and miscellaneous expenses will occur in accordance with Rockland County guidelines and procedures.
- d. Each Local Participating Agency and Regional Participating Agency will be responsible for the salary and fringe benefits of its own members assigned to each of the RIRC unit(s).

#### 7. Civil Liability And Indemnification Issues

- a. Under no circumstances shall a Local Participating Agency or Regional Participating Agency assume liability for the actions of the RIRC unit members who are not employed by that agency.
- b. Participating agencies shall not seek or be entitled to indemnification from other participating agencies for any judgment or costs of litigation arising out of the acts of the unit's personnel employed by that agency.

#### 8. Asset Forfeiture

- a. The parties acknowledge that investigations conducted by the RIRC units may result in the seizure and forfeiture of assets derived from criminal activity. Any assets seized by any of the RIRC units and lawfully forfeited in accordance with State or Federal forfeiture laws shall be distributed as follows:
  - (i) Twenty percent (20%) of the net of any forfeited asset(s) shall be retained in a segregated asset forfeiture account for the sole and exclusive use of the RIRC units as determined by the Board.
  - (ii) Thirty percent (30%) of the net of any forfeited asset(s) shall be retained by the District Attorney's Office.
  - (iii) Fifty percent (50%) of the net of any forfeited asset(s) shall be distributed pro rata to each Local Participating Agency that has assigned a law enforcement officer(s) to any RIRC unit based upon the total number of full-time officers assigned to the unit(s). For the purpose of asset forfeiture distribution, the pro rata

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**Regional Investigative Resource Center**

**INTERMUNICIPAL AGREEMENT**

distribution shall be based on the number of officers assigned during the time period of the investigation which led to the seizure of assets, as determined by the Active List(s) in effect during that time period.

**9. Integrity Control**

- a. The RIRC unit Director shall investigate a complaint made against any unit member, while acting within the scope of the unit assignment. If the complaint is made against a unit member from a local participating agency, the administrative head of the agency shall be advised and will participate in a joint investigation with the unit Director. Complaints made against any unit member, while acting outside the scope of the unit assignment, shall be the sole responsibility of the agency employing that member. Disciplinary action, if any, shall be the responsibility of the employing agency.

**10. Disputes**

- a. The Board shall settle disputes between participating agencies arising from the operation and activity of the RIRC units.

**11. Freedom Of Information Requests**

- a. Requests for information made pursuant to the New York State Freedom of Information Law shall be addressed to the particular RIRC unit and immediately forwarded to the Rockland County District Attorney's Office, One South Main Street, Suite 500, New City, New York 10956.

**12. Term**

- a. The term of this Intermunicipal Agreement shall be from January 1, 2015 through December 31, 2015.
- b. Any party may terminate this agreement at any time on sixty (60) days prior written notice.

*This space intentionally left blank*

#9

**Regional Investigative Resource Center**

**INTERMUNICIPAL AGREEMENT**

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

**DISTRICT ATTORNEY**

**TOWN OF ORANGETOWN**

By: \_\_\_\_\_  
Thomas P. Zugibe  
District Attorney

By: \_\_\_\_\_  
Andy Stewart  
Town Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
Antonio F. Reda  
Principal Assistant County Attorney

By: \_\_\_\_\_  
Edwin J. Day  
County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

2016-01940

#9

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

On the \_\_\_ day of \_\_\_\_\_, 2016, before me came **EDWIN J. DAY**, to me known, being duly sworn by me, did depose and say that he is the County Executive of Rockland County, a municipal corporation; his office address is 11 New Hempstead Road, New City, New York, and he executed the foregoing instrument on behalf of the County of Rockland.

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

**ATTESTATION:**

As Clerk to the Legislature, I hereby attest that I know the seal of the Legislature of Rockland County, and that the seal affixed to this instrument is such seal.

\_\_\_\_\_  
**LAURENCE O. TOOLE**  
Clerk to the Legislature

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

On the \_\_\_ day of \_\_\_\_\_ 2016, before me, the undersigned, personally appeared **ANDY STEWART**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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 Department DATE: 3-9-17

NAME(S) OF PERSON(S) TO ATTEND: James J. Jean, Stephen F. Manno, Anthony Limandri, Jim-Mike Dillon

CONFERENCE, ETC. - NAME & LOCATION: 2017 Association of Towns Highway School, Ithaca, NY

CONFERENCE, ETC. DATE(S): June 12 - 14, 2017

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE): Ethics (use/misuse of municipal resources, road side safety, work zones, culvert installation, chain saw safety)

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: June 2016

ESTIMATED EXPENSES:

Table with columns: Item, Schls & Confs, Travel Exp\*, Total. Rows include Registration Fee (\$330.00), Lodging (1,014.00), Meals (200.00), Travel (75.00), Other, and Total (\$1,619.00).

\*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$ 925 D. 5140. 441.05 \$ 775 A. 5010. 441

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

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): 775

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ 925 0480-\$ 200 A. 510. 480

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

REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE:

DISTRIBUTION BY TOWN CLERK: Original to Head of Requesting Department: Date: Retain photocopy for file.

#10

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

Orangetown Representative  
R.C. Soil & Water Conservation Dist.-Chairman  
Member:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County



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

March 9, 2017

TO: Kimberly Allen, Administrative Secretary  
FROM: Helen Wilson  
RE: 2017 Highway School

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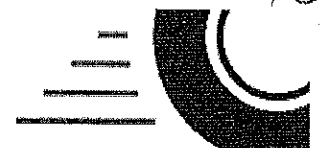
Please place on the Town Board Workshop of March 14, 2017.

Permission is hereby requested for the personnel listed on the attached form to attend the 2017 Association of Towns Annual Highway School, Ithaca, NY, from June 12 thru 14, 2017, at a cost of \$ 1,6190.00.





# Cornell Local Roads Program



Training & Events

Tech Assistance

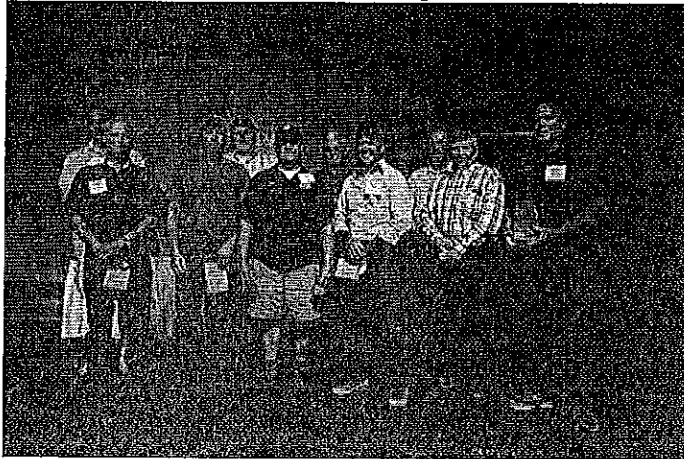
Library

Research/Projects

About CLRP

## Highway School

The Highway School features short sessions of general interest in the mornings and 24-28 afternoon workshops lasting 75 minutes each. A partnership with statewide vendors supports the Pothole Picnic on the first day. Over 700 participants, the majority being local highway and public works officials, attend the Highway School every year. The Association of Towns of the State of New York co-sponsors the Highway School, and handles all of the registrations.

2016 Roads Scholar award recipients

## Training and Events

- Workshops
- Highway School
- Bridge Conference
- Pavement Internship
- Flagging Tutorial
- Calendar

## 72nd Annual School for Highway Superintendents

12-14 June 2017  
 Phillips Hall, Ithaca College, Ithaca

### Topics

- Ethics (Use/Misuse of municipal resources)
- Culvert Installation
- Dealing with Difficult People
- Chain Saw Safety
- Roadside Safety
- Work Zones
- Century of Experts
- Legal Panel

Lodging list

### Roads Scholar

The Roads Scholar Award recognizes outstanding participation of highway personnel at the Highway School. The award was given out from 1963-1998 (see below for history) and restarted in 2015. The award is given out by county and accounts for attendance by ALL municipalities in the county:

- counties
- towns
- villages
- cities.

### Past Highway School materials and presentations

- 2016
- 2015
- 2014
- 2013

< March 2017 >

Mon	Tue	Wed	Thu	Fri	Sat	Sun
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2



Follow Sign Up to see who your friends are following.

Follow @local\_roads



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# 10

- 2012
- 2011
- 2010
- 2009
- 2008
- 2007
- 2006

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416 Riley-Robb Hall / Ithaca, NY 14853 / phone: 607-255-8033 / fax: 607-255-4080 / email: clrp@cornell.edu





TOWN OF ORANGETOWN PARKS & RECREATION  
81 HUNT ROAD, ORANGETOWN, NY 10962  
(845) 359-6503



2017 Application for Showmobile Use

Event/Festival Name: Commemoration of the 75<sup>th</sup> Anniv. of the Batavia Path to Merck  
Organization Name: Philippine-American Cultural Foundation  
Applicant's Name: Jevonne Keimann Phone (w): \_\_\_\_\_  
Address: 23 Yale Dr City: New City Zip: 10916  
Cell Phone: 845-641-4217 E-Mail: jevonnekeimann@att.net  
Day: Apr 8 - Saturday Date: \_\_\_\_\_ Time of Set-up: 9 am Time of Take-down: 5 PM  
Requested Location (park street location or premises etc. be specific, attach map if needed):  
Dominican College Parking Lot  
Covingtonburg

Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.) The Showmobile does not have a sound system and comes with fluorescent lighting only.

Stair Arrangement: (1 set of stairs) \_\_\_\_\_ Left side of stage \_\_\_\_\_ Right side of stage \_\_\_\_\_ Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. The stage does not come with a generator. Additional electrical equipment must be plugged into a separate circuit.

Please describe in detail what the stage will be used for and how you intend to set it up: (Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)

DISCOTHEQUES & SPEAKERS  
APPEAR ARE ENTERTAINMENT - NATIONAL ANTHEMS, etc

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds or wind gusts in excess of 30 MPH, the stage canopy must be closed.

Additional Requirements:

- Certificate of insurance required at time of reservation naming the Town of Orangetown as additionally insured.
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read, understand and agree to all conditions listed on above:

Applicant's Signature: [Signature] Date: 4/8/17  
Department Approval: [Signature] Date: 2/28/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2017

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).

PRODUCER Bauer-Crowley, Inc. 643 Main Street PO Box 358 Sparkill NY 10976-0358	CONTACT NAME: House Account PHONE (A/C, No, Ext): (845) 359-4114 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (845) 359-4684 NAIC #
INSURED Phillipine American Cultural Foundation, DBA: 9 Zabella Drive New City NY 10956		

COVERAGES CERTIFICATE NUMBER: CL172608088 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 SUBR INSD WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EV11684	4/8/2017	4/9/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/PROP AGG \$ 3,000,000	
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION'S						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)  
RE: Bataan March 08 APRIL 2017; The Town of Orangetown is listed as Additional insured and shall be held harmless on a primary non-contributory basis

## CERTIFICATE HOLDER

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

## CANCELLATION

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

John Barnard/JOHN

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**AGREEMENT**

**BETWEEN**

**D&B ENGINEERS AND ARCHITECTS, P.C.**

**AND**

**Town of Orangetown**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, by and between **D&B ENGINEERS AND ARCHITECTS, P.C.**, having its principal place of business at 330 Crossways Park Drive, Woodbury, New York 11797, hereinafter called the "**ENGINEER**" and Town of Orangetown having its principal place of business at 26 W. Orangeburg Road, Orangeburg, N.Y. 10962, hereinafter called the "**OWNER**."

**WITNESSETH:**

**WHEREAS**, the **OWNER** desires to employ the **ENGINEER** to render professional engineering services as described herein; and

**WHEREAS**, the **ENGINEER** has the expertise and has a thorough knowledge of the performance of such professional engineering services and is qualified to render such professional services; and

**WHEREAS**, the **ENGINEER** is willing to provide these services for the consideration and upon the terms hereinafter stated.

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION I  
BASIC SERVICES OF THE ENGINEER**

**1.1** The services to be performed under this Agreement primarily involve the performance of professional engineering services related to providing part time Chief Operator services for the Town's wastewater treatment plant (the "Project"). The scope and budget for specific services to be provided to the **OWNER** by the **ENGINEER** are described in the Schedule A attached to and made part of this Agreement.

**SECTION II  
TIME SCHEDULE**

**2.1** The **ENGINEER** shall commence the performance of the services as described in Section I of this Agreement upon receipt of written authorization from the **OWNER**.

**2.2** The **ENGINEER** recognizes that the services under this Agreement are to be performed in character, sequence and timing so that they will be coordinated with the requirements of the **OWNER**. The specific schedule for the Project made under this Agreement shall be stipulated in the scope of work and cost estimate attached to this Agreement as described in Section I.

#12

**SECTION III  
AMOUNT AND METHOD OF PAYMENT**

**3.1** For services described under Section 1, Basic Services, payment shall be in accordance with the method specified in Section 3.3 and the dollar amount identified as part of the Scope of Work specified in the Schedule(s) attached to this Agreement.

**3.2** It is expressly understood and agreed that the **ENGINEER** will be paid by the **OWNER** for the services performed **WITHIN THIRTY (30) DAYS** of receipt of any invoice for services rendered.

**3.3** The amount invoiced and payment shall be based on the actual work completed in accordance with the **ENGINEER's** payment schedule attached to this Agreement. Reasonable expenses incurred by the **ENGINEER** in the performance of this Agreement, including, but not limited to, transportation, mileage (at \$0.535 per mile), per diem, lodging, reproduction, the expense of additional insurance requested by the **OWNER** and not ordinarily carried by the **ENGINEER**, etc., shall be reimbursed at 100% except as excluded in the Scope of Work.

**3.4** The **ENGINEER** shall be entitled to interest on past-due invoices at the statutory rate of interest.

**SECTION IV  
INSURANCE; LIMITATIONS**

**4.1** The **ENGINEER** and **OWNER** agree that the insurance coverages specified in this Agreement is adequate to protect the parties from claims arising out of the Project.

**4.2** The **ENGINEER** shall secure and maintain the following insurance at its own expense:

1. Workers Compensation (Statutory, New York State) including Employer's Liability in the statutory amount.
2. Commercial General Liability including contractual coverage, broad form property damage, bodily injury, completed operations and products coverages with minimum limits of liability of \$1,000,000 per occurrence on a combined single limit basis.
3. Automobile Liability - For any owned, non-owned or hired vehicle with minimum limits of liability of \$1,000,000 per occurrence on a combined single limit basis.
4. Umbrella Liability (Following Form) Minimum Limits of Liability of \$5,000,000 per occurrence.
5. Architects and Engineers Professional Errors and Omissions Liability Insurance with limits of liability of \$5,000,000 per claim and \$5,000,000 aggregate coverage.

**4.3** The **ENGINEER** shall maintain the policies specified herein for the term of this Agreement and for three (3) years following substantial completion of the **ENGINEER's** services under this Agreement. Prior to any non-renewal or cancellation of insurance policies **ENGINEER** shall give **OWNER** at least **THIRTY (30) DAYS** advance written notice. The **OWNER** shall be named as an additional insured on all policies with the exception of the Architects and Engineers Professional Errors and Omissions Liability Insurance.

**4.4** The **OWNER** and the **ENGINEER** recognize the relative risks and benefits of the Project to both parties. The risks have been allocated such that the **OWNER** agrees, to the fullest extent permitted by law, to limit the liability of the **ENGINEER** and its consultant or consultants to the **OWNER** for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes, arising out of, resulting from or in any way related to the **ENGINEER's** or its consultant's or consultants' negligent acts, errors or omissions, so that the total aggregate liability of the **ENGINEER** and its consultant or consultants shall not exceed the amount of professional liability insurance then available to the **ENGINEER**, and then available to its applicable consultant or

consultants at the time of the settlement or judgment of such claim. It is intended that this limitation applies to any and all liability or cause of action described herein, regardless of legal theory alleged, unless otherwise prohibited by law.

4.5 **OWNER** and **ENGINEER** waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by insurance including property insurance applicable to the Project; and, in addition, waive all such rights against subconsultants, subcontractors and all other persons or entities to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by **OWNER** as trustee or otherwise payable under any policy so issued.

4.6 **OWNER** shall require contractors who perform construction work on the Project to obtain and maintain insurance of the types and in the amounts required by **OWNER** as will protect the **ENGINEER** and its consultants for their services on the Project. Such insurance shall be primary with respect to any similar insurance purchased or maintained by **OWNER** or **ENGINEER** notwithstanding the provisions of such insurance and shall name **OWNER** and **ENGINEER** and its consultants and any other such entities as **OWNER** may reasonably request as an additional insured for their benefit. Any other insurance maintained by an additional insured for injury or damage shall be excess and noncontributing to the insurance procured and maintained by contractors. All policies must contain a waiver of subrogation in favor of **OWNER**, its agents and employees, **ENGINEER** and its consultants and all other such entities as may be reasonably requested. Proof of insurance shall consist of certificates of insurance and signed endorsements specifically naming the additional insureds.

4.7 The **OWNER** and **ENGINEER** mutually waive consequential damages for claims, disputes or other matters in question arising out of, or relating to, this Agreement.

**SECTION V  
INDEMNIFICATION**

5.1 To the fullest extent permitted by law, the **ENGINEER** shall indemnify and hold harmless the **OWNER** against all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense to which the **OWNER** may be subjected, or which it may suffer, which were caused in whole or in part by negligence, error or omission of the **ENGINEER** or any of its consultants, or anyone retained by or employed by the **ENGINEER**, in the performance of their services for this Project. This indemnification obligation is limited to the amount of the **ENGINEER's** and its applicable consultants' professional errors and omissions liability insurance, if any, available at the time of the settlement or adjudication of any such claim.

5.2 To the fullest extent permitted by law, the **OWNER** shall indemnify and hold harmless the **ENGINEER** and its consultant or consultants against all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense to which the **ENGINEER** or its consultant(s) may be subjected, or which they may suffer, which were caused in whole or in part by any act, error or omission of the **OWNER**, its prior engineer and consultants, or any of its consultants, contractors, or anyone retained by or employed by the **OWNER**, in the performance of its work for this Project, or from the failure to comply with any of the provisions of their contract or the law. This indemnity shall not apply to the extent that the **ENGINEER's** or its consultants' own negligence caused bodily injury or property damage.

5.3 **OWNER** shall require contractors who perform construction work on the Project to enter into contracts or to modify any existing contract to accurately reflect the obligation that they defend and indemnify the **ENGINEER** and its consultants, by firm names, for losses or damages (including defense costs) resulting from third party claims relating to contractor's work.

5.4 These indemnification obligations shall survive the completion or termination of this Agreement and shall remain in full force and effect.

#12

**SECTION VI  
DISPUTE RESOLUTION**

6.1 This Agreement shall be governed by, and interpreted under, the laws of the State of New York. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Nassau County, New York.

6.2 The parties shall negotiate in good faith to resolve any disputes that arise out of this Agreement.

6.3 The **OWNER** and **ENGINEER** shall mediate any disputes that arise out of this Agreement as a condition precedent to the commencement of any action or proceeding. The parties shall jointly determine the procedure for conducting the mediation and proceed therewith in good faith. Unless the parties mutually agree otherwise, the parties shall share the mediator's fee and any filing fees equally. A senior level officer with authority to resolve the dispute and significant responsibility for the Project shall attend each mediation session. Mediation shall not toll the applicable statute of limitations.

6.4 The **OWNER** shall offer in writing to arbitrate disputes that are not resolved by mediation as a condition precedent to commencing an action or proceeding. If the **ENGINEER** agrees to arbitrate, unless the parties mutually agree otherwise, arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. An offer for arbitration must be made within one year from the date on which: (1) mediation concluded; or (2) a party has breached this Agreement by unreasonably refusing to mediate a dispute, but the applicable statute of limitations shall not be extended or tolled thereby. The prevailing party in each dispute shall be entitled to recover its attorney's fees and costs of arbitration from the other party. However, this Section 6.4 shall be subject to the provisions of Section 4.4. The Arbitrators shall specifically award such fees and costs as part of the arbitration award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.5 Any action or proceeding by the **OWNER** against the **ENGINEER** shall be commenced within one year from the date on which arbitration was offered and not selected, but shall not operate to extend the applicable statute of limitations.

**SECTION VII  
SUSPENSION AND TERMINATION**

7.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The **OWNER's** failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by the **ENGINEER**. In the event of the **OWNER's** failure to substantially perform, the **ENGINEER** may elect to suspend its services until the **OWNER's** failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruption and resumption of services, are fully paid. The **ENGINEER** will not be liable to the **OWNER** for any delay or damages resulting from such suspension of services.

7.2 If any portion of the Project or the services are stopped or suspended, through no fault of the **ENGINEER**, for more than thirty (30) days in the aggregate, the **ENGINEER** may terminate this Agreement upon seven (7) days' written notice to **OWNER**.

7.3 In the event of any termination by the **OWNER**, the **ENGINEER** will be entitled to compensation for all services and Additional Services performed or furnished, and reimbursable expenses incurred, through the effective date of the termination. However, if the **OWNER** terminates this Agreement through no fault of the **ENGINEER**, or if this Agreement is terminated by the **ENGINEER**, the **ENGINEER** will be entitled to payment of an additional reasonable sum for expenses directly attributable to termination.

#12

**SECTION VIII  
MISCELLANEOUS**

**8.1** The services, data and opinions provided by **ENGINEER** are for the sole use of **OWNER** in connection with the Project, are not to be distributed to third parties without the written consent of **ENGINEER**, and may not be relied upon indefinitely.

**8.2** Unless stated herein to the contrary, the **OWNER** shall be solely responsible for providing any notices or disclosures to the public agencies or to the public required by law.

**8.3** Certifications provided by **ENGINEER** are expressions of professional opinion and shall not constitute a warranty or guaranty.

**8.4** This Agreement represents the entire agreement between the parties and supersedes all prior agreements.

**IN WITNESS WHEREOF**, the **ENGINEER** and the **OWNER**, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

**D&B ENGINEERS AND ARCHITECTS, P.C.**

Attest: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

**Town of Orangetown**

Attest: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

## SCHEDULE A

### SCOPE OF WORK:

See attached Scope of Work prepared by the Town of Orangetown.

Actual tasks performed from this Scope of Work shall be as assigned by the Commissioner of Department of Environmental Management and Engineering(DEME) and as limited by the number of hours assigned per week by the Commissioner.

However, under no circumstances shall the tasks or hours assigned be less than that required for compliance with the Town's NYS SPDES Permit and NYSDEC for operation of its wastewater treatment plant.

### SCHEDULE:

The Town and D&B hereby agree that the minimum length of this contract shall be two months from the date of receipt of written authorization from the Town to commence these services. Thereafter the services shall continue on a monthly basis based on written authorization(s) from the Town.

### COST OF WORK:

Payment for the services performed shall be based on actual hours worked performing tasks delineated in the Scope of Work



and assigned by the Commissioner but as conditioned in the Scope of Work delineated above.

The hourly rates are as follows:

Supervising Chief Operator(R. Delo): \$187.50 per hour

Chief Operator(J. McCabe): \$144.0 per hour

Initially, in order to comply with the determination of NYSDEC, the minimum number of hours will be twenty(20) hours per week. These hours will be assigned as follows:

Supervising Chief Operator: 6 hours per week

Chief Operator: 14 hours per week

If the Town elects to pursue a reduction in the minimum number of hours per week with the NYSDEC, and NYSDEC agrees to reduce the minimum number of hours below 20 hours per week, D&B agrees that it will accept a reduction in its minimum required hours to the minimum required by NYSDEC however no less than a minimum of 12 hours per week assigned as follows:

1. 12 – 20 hours:

Reduce hours of Chief Operator the number of hours agreed to by NYSDEC;

Hours for Supervising Chief Operator remains at 6 hours

per week.

Please note that if there is a reduction of hours per week there will have to be a reduction in tasks assigned by the Commissioner commensurate with the reduction of hours.

The Supervising Chief Operator and the Chief Operator will be available 24/7 for any questions that might come up regarding the operation and maintenance of the Town's wastewater facilities.

The Supervising Chief Operator will be available 24/7 for emergency call outs if required on an hourly basis. There will be no minimum call out time or mileage charge for emergency call outs. The billing rate will for emergency call outs will be \$187.50 per hour.

## **CHIEF OPERATOR, GRADE 3 (WASTEWATER) TOWN OF ORANGETOWN, NEW YORK**

**SCOPE OF WORK:**

Oversees the operation, maintenance, and repair of a grade 3 wastewater treatment plant and collection system, including pumping stations (currently 47), to assure the most efficient economical use of equipment, supplies and manpower and to assure compliance with NYS DEC regulations;

Oversees wastewater and other plant testing in accordance with NYS DEC regulations;

Oversees the maintenance and repair of equipment, sewers, pump stations and related equipment,

Maintains inventory of supplies, chemicals, equipment, and materials and reviews requisitions;

Maintains records and prepares periodic reports with respect to plant operations as required by the NYS DEC and the United States Environmental Protection Agency;

Meets with staff and other interested parties (engineers, chemist, contractors, maintenance supervisors) to discuss and resolve operating problems;

Promotes internal safety program;

May recommend the employment, discipline, discharge or promotion of employees;

Maintains records and prepares reports regarding the dispensing of fuel and required reporting for UST's.

Supervises the inspections of Industrial user's (currently 19) remote locations and determines flow usage for billing.

Supervises department chemist & on-site lab.

**FULL PERFORMANCE KNOWLEDGE, SKILLS ABILITIES AND PERSONAL CHARACTERISTICS:**

Thorough knowledge of the practices used and equipment required in the operation and maintenance of a grade 3 wastewater treatment plant (as determined by NYSDEC); thorough knowledge of the operation of a wastewater treatment plant; good knowledge of the principles and applications of physics, chemistry and bacteriology as applied to wastewater treatment and disposal; good knowledge of rules and regulations with respect to the operation of a grade 3 wastewater treatment plant; ability to supervise the operation and repair of pumps, valves and related mechanical and electrical equipment (such as VFD's); ability to perform laboratory and field tests for control of plant operations; ability to plan, coordinate and supervise the work of others; ability to perform mechanical procedures; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:**

1. Possession of Grade 3 or higher (Wastewater) certificate issued by the New York State Department of Environmental Conservation, and
2. Five (5) years of supervisory, managerial, or administrative experience in the operation of wastewater treatment plans.

**Note:** A bachelor's degree in Civil, Sanitary, or Environmental Engineering, or a comparable curriculum may be substituted for two years of supervisory experience.

**SPECIAL REQUIREMENTS:**

Possession of a valid driver's license.

#15

RECEIVED

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY 17-5P03  
PERMIT #

JAN 11 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Lt. John G. Bellew 5K Fun Run

RECEIVED  
MAR 9 2017  
Orangetown Police Department

APPLICANT NAME: John Sullivan  
ADDRESS: 185 Ridge St Pearl River, NY 10965  
PHONE #: 845 735-2764 CELL # 718 644-4230 FAX # 718 999-1728

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK  OTHER \_\_\_\_\_  
The above event will be held on April 22 from 10<sup>05AM</sup> to 4<sup>00 PM</sup> RAIN DATE: N/A

Location of event: Start/Finish PR Volunteers Fire Dept  
Sponsored by: FDNY E46127/Bellew Family Telephone #: 718 430-0246  
Address: 460 Cross Road Espung Bx NY

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

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:  
Dan Coleman 26 Haywood Ave NY 631 804-7961 John Sullivan 185 Ridge St PR 718 644-4230

Signature of Applicant: *[Signature]* Date: 1/11/17

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 2.28.17  
Certificate of Insurance - Received On: 3.1.17

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y  N  Received On: X  
Rockland County Highway Dept. Permit: Y  N  Received On: X  
NYS DOT Permit: Y  N  Received On: X  
Route/Map/Parking Plan: Y  N  Received On: 2.11.17  
RFS #: 38475 BARRICADES: Y  N  CONES: Y  N  TRASH BARRELS:  N  OTHER: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 3.6.17  
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: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: *[Signature]* DATE: 3/9/17  
Chief of Police

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

Workshop Agenda Date: 3.21.17 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
MAR 10 2017  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Auxiliary Police

#15

RECEIVED

FEB 28 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

FDNY  
Engine 46/ Ladder 27  
460 Cross Bronx Expressway  
Bronx, NY 10457

February 27, 2017

To: Andy Stewart, Orangetown Supervisor  
From: John Sullivan  
Re: Lt. John G. Bellew Memorial 5K Run/ Walk

---

Please add the following items on the next Town Board Workshop Agenda:

John Sullivan of 185 Ridge Street, Pearl River, NY, organizer of the Lt. John G. Bellew 5K Run/ Walk, which will take place on Saturday, April 22<sup>nd</sup>, 2017, from 10 am to 4 pm, is requesting the following:

**Highway Department:**

Trash receptacles and barricades

**Parks Department**

Two (2) port-o-sans

**OPD**

Auxiliary Police for intersection control (same as previous years)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/11/2017

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). **RECEIVED**

PRODUCER  
FRANCIS L. DEAN & ASSOCIATES, LLC  
1776 S NAPERVILLE RD BLDG B STE 101  
P.O. BOX 4200  
WHEATON, IL 60189-5886  
www.fdean.com  
(800) 745-2409

MAR - 1 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

CONTACT NAME:  
PHONE (A/C, No, Ext): (800) 745-2409 FAX (A/C, No): (630) 665-7294  
E-MAIL ADDRESS: Info@fdean.com

INSURER(S) AFFORDING COVERAGE  
INSURER A: United States Fire Insurance NAIC # 21113

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Lt. John G. Bellew Memorial Run  
Central Ave Field  
Pearl River, NY 10965

INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER: USP230304

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			SRPGP-101-0716	04/22/2017 12:01 AM	04/23/2017 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMPI/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	<input type="checkbox"/> CED		<input type="checkbox"/> RETENTION \$					
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

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

5K Walk/Run &amp; 1/4 Mile Kids Walk/Run

## CERTIFICATE HOLDER

Lt. John G. Bellew Memorial Run  
Central Ave Field  
Pearl River, NY 10965

## CANCELLATION

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

Francis L. Dean



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)

1/11/2017

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0716/USP230304		EFFECTIVE DATE 04/22/2017 12:01 AM	NAMED INSURED(S) Lt. John G. Bellew Memorial Run	

## ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Pearl River School District 664 Orangeburg Road Pearl River, NY 10965						LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
REASON FOR INTEREST:		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	FAX (A/C, No):

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Town of Orangetown 119 Route 303 Orangeburg, NY 10062						LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
REASON FOR INTEREST:		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	FAX (A/C, No):

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Pearl River Hook and Ladder Company #1 58 Central Avenue Pearl River, NY 10965						LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
REASON FOR INTEREST:		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	FAX (A/C, No):

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Pearl River Fire District 1 Michael Keamen Drive Pearl River, NY 10962						LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
REASON FOR INTEREST:		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	FAX (A/C, No):

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		County of Rockland Department of Highways 23 New Hempstead Road New City, NY 10956						LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:
		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:
REASON FOR INTEREST:		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	FAX (A/C, No):

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

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Permit #  
17-SP-03

**Route of 2017 Lt John G Bellew 5K Fun Run/Walk**

**Start on Central Ave in front of Pearl River Volunteer Firehouse heading west. Proceed to traffic light and make a right turn onto William St.**

**Go to end of William make left on to Washington Ave. Go to stop sign and make a right on to Main St(heading north).**

**Make a right on to Bogert Ave and go to end.**

**Make a right on to Brightwood. Make left on to North Middletown.**

**Make left on to Forest Ave.**

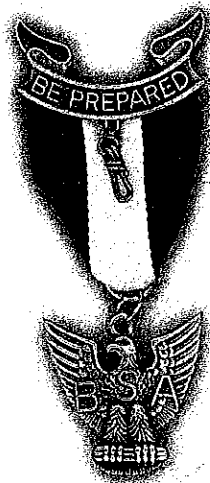
**Make left on Main St.**

**\*\*\*Follow Main to Franklin Ave make left on Frankiln and make a right on Ridge St. Take Ridge to Gilbert Ave and make left go one block and make left on William. Follow William down to Franklin and make right on Franklin back to firehouse.**

**\*This is route change recommended by OPD**



#16



# Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

**Eagle Scout candidate's full legal name** Ryan Michael Slattery

**Eagle Scout Service Project Name** Bogert Family Cemetery Restoration

## **Eagle Scout Requirement 5**

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

# Instructions for Preparing Your Proposal

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## Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. **It provides sufficient opportunity to meet the Eagle Scout service project requirement.** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. **It appears to be feasible.** You must show the project is realistic for you to carry out.
3. **Safety issues will be addressed.** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. **Action steps for further detailed planning are included.** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. **You are on the right track with a reasonable chance for a positive experience.**

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

**Consider also, that if you submit your proposal too close to your 18<sup>th</sup> birthday, it may not be approved in time to finish planning and executing the project.**

## Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

## Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

## Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

### Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

#### Eagle Scout Candidate

Name: Ryan Michael Slattery		Birth date: 1-19-00	
Email address: rslattery119@gmail.com		BSA PID number*: 117836714	
Address: 254 West Washington Avenue	City: Pearl River	State: NY	Zip: 10965
Preferred telephone(s): 845-608-7948		Life board of review date:	

\* BSA PID No., found on the BSA membership card

#### Current Unit Information

Check one: <input checked="" type="checkbox"/> Troop <input type="checkbox"/> Team <input type="checkbox"/> Crew <input type="checkbox"/> Ship	Unit Number: 2097
Name of District: Rockland	Name of Council: Hudson Valley

Unit Leader Check one:  Scoutmaster  Varsity Coach  Crew Advisor  Skipper

Name: Dana Amendola	Preferred telephone(s): 845-638-1497
Address: 23 Cardinal court	City: West Nyack State: NY Zip: 10994
Email address: dana.amendola@disney.com	

#### Unit Committee Chair

Name: Linda Parrott	Preferred telephone(s):
Address: 11 Pheasant Drive	City: West Nyack State: NY Zip: 10994
Email address: dparrott3@aol.com	

#### Unit Advancement Coordinator (If your unit has one)

Name: Keith Slattery	Preferred telephone(s): 845-616-6981
Address: 254 West Washington Avenue	City: Pearl River State: NY Zip: 10965
Email address:	

#### Project Beneficiary (Name of religious institution, school, or community)

Name: Township of Orangetown	Preferred telephone(s): 845-359-6503
Address: Middletown Rd	City: Pearl River State: NY Zip: 10965
Email address: agorton@orangetown.com	

#### Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Mary Cardenas	Preferred telephone(s): 845-398-1302
Address: 196 Chief Bill Harris Way	City: Orangeburg State: NY Zip: 10962
Email address: otownmuseum@optonline.net + marycardenas@orangetown.com	

#### Your Council Service Center

Contact name: Hudson Valley Council	Preferred telephone(s): 845-566-7300
Address: 6 Jeanne Drive	City: Newburgh State: NY Zip: 12550

#### Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Anne Martell	Preferred telephone(s): 845-362-6365
Address: 58 Spook Rock Road	City: Suffern State: NY Zip: 10902
Email address: rockland.eagle@gmail.com	

#### Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: John Zollinger	Preferred telephone(s): 845-639-5043
Address: 56 Germonds Road	City: New City State: NY Zip: 10965
Email address: jzollinger56@gmail.com	

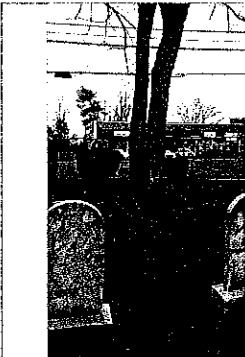
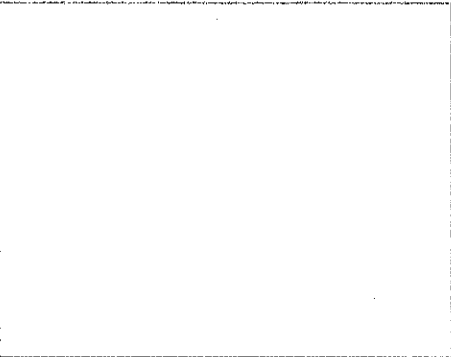
### Project Description and Benefit

Briefly describe your project.

I plan to restore a locally historic but neglected cemetery in Pearl River. I will to put up signage and install a historical plaque explaining who the people buried there and their significance and historical contributions to the area. I will install an Eagle project plaque as well. I will be repairing and cleaning tombstones, and repairing and cleaning the fence; I will also be trimming some tree branches that pose a risk of damaging the fence. Some new concrete will need to be poured at various points to fix where the fence posts are getting overturned.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



Back view of cemetery

Back view of cemetery

Tell how your project will be helpful to the beneficiary. Why is it needed?

Many locals do not know who is buried there or what they did to help form the town. I think it is important for their sacrifices to be remembered. They include veterans of the Revolutionary War, The War of 1812, and the Civil War. There is historical significance to the area of Pearl River during the American Revolution as militias marched through the area to battles.

When do you plan to begin carrying out your project? Spring 2017

When do you think your project will be completed? Midsummer, 2017

### Giving Leadership

Approximately how many people will be needed to help on your project? 20-36

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I will use scouts from my troop, as well as several adult troop leaders they have lots of building experience. I will recruit members of my Civil Air Patrol group, as well as my sister's girl scout troop. I will get my principal and teachers involved as well.

What do you think will be most difficult about leading them?

I think keeping the scouts focused on the work will be the most challenging, and giving my parents assignments. There are some safety concerns I will need to keep focus on as the cemetery is located near a very busy main street and a busy parking lot. Inclement weather may also be a concern.

### Materials

*Materials are things that become part of the finished project, such as lumber, nails, and paint.*

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

Steel tubes, sleeves, pipe holders/ caps to rebuild the fencing. Concrete. A sheet of plywood & several 2x6 lumber

### Supplies

*Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.*

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Safety glasses, work glasses, garbage cans, water. - first aid Kit.

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**Tools**

*Include tools, and also equipment, that will be borrowed, rented, or purchased.*

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Wood glue, circular saw, hammers, screwdrivers, shovels, hedge clippers, gravel rake, scrub brushes, and soap.

**Other Needs**

*Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.*

What other needs do you think you might encounter?

The chain link fence may need replacing. Besides the material itself, there will be labor involved in cutting it to length so that we can install it.

**Permits and Permissions**

*Note that property owners should obtain and pay for permits.*

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

I have gotten permission from Orangetown Supervisor of Parks and Rec, Mr. Aric Gorton + from the Director of Orangetown Historical Society- Mrs. Mary Cardenas. I will call 811 Dig before working. I am obtaining written permission from the Town Board of Orangetown.

**Preliminary Cost Estimate**

*You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.*

Enter estimated expenses below: <i>(Include sales tax if applicable)</i>		<b>Fundraising:</b> Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials:	\$600.00	Gofundme, local restaurants will give back 10% of sales on a given day in the name of my project. I am going to have a chili cookoff competition where all guests will pay to sample and then vote on the winner. The contestants will be the families of the scouts from the troop.
Supplies:	\$0.00	
Tools:		
Other:	\$0.00	
<b>Total costs:</b>	<b>\$600.00</b>	

**Project Phases**

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Planning with supt. of PR + Dir. of O-town history museum
2. Final Project Approvals
3. Get project approved by the Eagle Board.
4. Research and fact check on people buried in the cemetery.
5. Get fundraising form approved and begin fundraising.
6. Build sign using the volunteers and adult leaders with building experience.
7. Have volunteers fix falling headstones and reset them, and clean them.
8. Install sign with historical information.
9. Repair fencing, cut dead branches using volunteers & adult leaders who work for the town.

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10.	Install "Bogert Family cemetery" & "Ryan Slattery Troop 97 Eagle Project" to outside of fence.
11.	Invite local veterans/politicians/ SAR to dedication ceremony.

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### Logistics

Check with your council service center to determine if a Tour and Activity Plan is required.

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour and Activity Plan?

Many adult leaders have an SUV or pickup truck, so we can get most of it that way. One of my adult leaders works for the town and can help with cutting of trees & shrubs.

### Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

Sawing, hammering, lifting heavy things can all lead to accidents if not careful and not properly supervised. There is a very busy road & a busy parking lot, so we would have to keep the volunteers within the fenced area while working.

### Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

Getting the historical information  
Planning the dates, times, and logistics for the fundraisers.  
Draw up plans for the display board.  
Type up sheets and plastic-coat them for the board.

### Candidate's Promise\* Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed \_\_\_\_\_ Date \_\_\_\_\_

\*Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

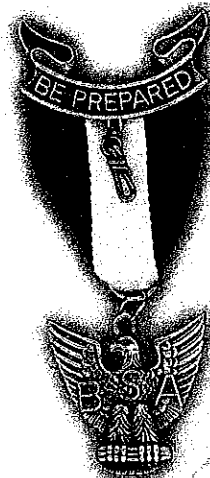
<b>Unit Leader Approval*</b>	<b>Unit Committee Approval*</b>
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.	This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.
Signed _____ Date _____	Signed _____ Date _____
Name (Printed) _____	Name (Printed) _____

<b>Beneficiary Approval*</b>	<b>Council or District Approval</b>
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising he conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.  <b>Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and further encourage him to share it with a project coach who has been designated for him.
Signed _____ Date _____	Signed _____ Date _____
Name (Printed) _____	Name (Printed) _____

\*While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (\*). Council or district approval, however, must come after the others.



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# Eagle Scout Service Project Plan



BOY SCOUTS OF AMERICA®

**Eagle Scout candidate's name** Ryan Michael Slattery

**Eagle Scout Service Project Name** Bogert Family Cemetery Restoration

**Planned start date** \_\_\_\_\_

**Planned completion date** \_\_\_\_\_

Eagle Scout requirement 5 says you must "plan" and "develop" your service project. Though this project plan is a tool for your use, and is not approved or signed, it is important in helping to show you have done the required planning and development. You should take this project plan with you to your Eagle Scout board of review. Note that you are not required to provide more details than are necessary for the accomplishment of your project.

A Scout who is prepared will complete the project plan, and then before he begins carrying out his project, he will ask a project coach to review it with him. The council or district representative who approved your proposal may have agreed to serve as your project coach, or someone else may be designated to take this important role. A project coach's involvement and review of your project plan is optional, but it can help you avoid many problems or mistakes. This can also improve your chances of passing the Eagle Scout board of review.

You should also show your project plan to your beneficiary prior to carrying out your project. This will help ensure your plans agree with the beneficiary's expectations. Remember, the project beneficiary has the authority to require and approve a project plan. Be sure to read "Navigating the Eagle Scout Service Project" at the end of this workbook.