

**TOWN OF ORANGETOWN  
REGULAR TOWN BOARD MEETING  
TUESDAY, JANUARY 26, 2016**

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**

**PUBLIC COMMENT**

**ANNOUNCEMENTS:** • 2/02/2016 8:05 P.M. – Continuation of Public Hearing Re: Amend Resolution No. 543/Proposed Local Law/Prohibited Uses/Town Code Amendment

**TOWN BOARD**

**OPEN PH/CUOMO ZONE CHANGE**

1. **RESOLVED**, that the 8:00 P.M. public hearing to consider the Cuomo Zone Change is hereby opened.

**CLOSE PH/CUOMO ZONE CHANGE**

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

**TOWN BOARD**

**ASSUME THE ROLE OF LEAD AGENCY  
AND ADOPT NEGATIVE DECLARATION IN  
CONNECTION WITH PROPOSED LOCAL  
LAW, AMENDING THE TOWN ZONING  
LAW TO CHANGE THE ZONING DISTRICT  
FOR PROPERTY LOCATED ON ROUTE 303,  
BLAUVELT (TAX PARCELS 70.15-1-45 AND A  
PORTION OF 70.15-1-46)**

3. **WHEREAS**, the Town Board has before it a Petition by Toscany, Inc. and Antonio Cuomo, as Owners of property located on State Route 303, in the vicinity of Erie Street and Greenbush Road, in the hamlet of Blauvelt, for an amendment to Chapter 43, § 2.2, of the Town Code, establishing the Town Zoning Map, changing the zoning classification of the said property, consisting of one tax parcel bearing Tax Map Designation 70.15-1-45, and a portion of an adjacent parcel bearing Tax Map Designation 70.15-1-46 from “R-15 (Medium Density Residence) to “CC” (Retail-Commerce); and

**WHEREAS**, on or about September 15, 2015, at the direction of the Town Board by resolution duly adopted September 8, 2015, the Town Attorney circulated amongst various potential involved and/or interested agencies notice of its intention to assume Lead Agency status for the purpose of the environmental review of the above referenced action; and

**WHEREAS**, more than 30-days have passed since the said circulation and no agency has objected to the Town Board assuming the role of Lead Agency,

**NOW, THEREFORE, BE IT RESOLVED**, that, pursuant to Sections 617.6(b) and (c) of the N.Y.C.R.R., (i) the Town Board hereby assumes the role of Lead Agency in connection with the environmental review of the proposed change of zone; and (ii) declares such action to be an “Unlisted action” under SEQRA for the purpose of such review; and

**BE IT FURTHER RESOLVED**, acting in its capacity as Lead Agency for environmental review, and having taken a “hard look” at all of the potential environmental impacts that might result from the proposed action, the Town Board has concluded that there will be no significant environmental impact or effect caused or occasioned by the proposed change in the zoning classification of the two parcels affected by the proposed Local Law, and, for such reason, adopts the Negative Declaration annexed hereto and authorizes the Town Supervisor or his designated agent to execute the

Environmental Assessment Form and to take such other and further steps as may be necessary to discharge the Town Board's responsibilities as Lead Agency.

**TOWN OF ORANGETOWN, ROCKLAND COUNTY  
ZONING TEXT AMENDMENT**

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)  
NEGATIVE DECLARATION  
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

**DATE:** January 26, 2016

**LEAD AGENCY:** The Town Board of the Town of Orangetown  
Orangetown Town Hall  
26 Orangeburg Road  
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

**TITLE OF ACTION:**

Adoption of Local Law No. \_\_ of 2016 of the Town of Orangetown, amending Chapter 43, § 2.2, of the Town Code, establishing the Town Zoning Map, changing the zoning classification of the said property, consisting of one tax parcel bearing Tax Map Designation 70.15-1-45, and a portion of an adjacent parcel bearing Tax Map Designation 70.15-1-46 from "R-15 (Medium Density Residence) to "CC" (Retail-Commerce)

**SEQRA STATUS:**

Unlisted Action

**DESCRIPTION OF ACTION:**

The proposed action consists of a proposed Local Law changing the zoning classification (on the petition of the owners thereof) of property located on State Route 303, in the vicinity of Erie Street and Greenbush Road, in the hamlet of Blauvelt from "R-15 (Medium Density Residence) to "CC" (Retail-Commerce). The property affected consists of one tax parcel bearing Tax Map Designation 70.15-1-45, and a portion of an adjacent parcel, bearing Tax Map Designation 70.15-1-46.

**DETERMINATION:**

There will be no significant adverse environmental impact(s) as a result of the proposed action.

**REASONS SUPPORTING THIS DETERMINATION:**

The proposed action simply changes the zoning district of one existing tax parcel, and a portion of another from "R-15 (Medium Density Residence) to "CC" (Retail-Commerce). Both parcels are located on and along State Route 303, in a largely commercial area, in the vicinity of Erie Street, in the hamlet of Blauvelt.

The change is consistent with the development of the area thus far, and as contemplated; is consistent with the Town's Master Plan; and is otherwise in the best planning and zoning interests of the Town and the owners' of the parcels, each of whom has requested the change of zoning classification.

In addition, both the Town Planning Board, pursuant to Town Code Chapter 43, § 10.5, and the County Planning Department, pursuant to General Municipal Law §§ 239 L & M, have reviewed the proposed law, and neither has concluded that the proposed action will have any significant adverse impact.

**POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:**

Based on the Short Environmental Assessment Form, prepared by the Town's Director of the Office of Building, Zoning, Planning and Enforcement, and the Town Board's familiarity with the parcels and the area in which they are situated, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

- Traffic;
- Agricultural Land Resources
- Historic and Archaeological Resources
- Surface or Groundwater Quantity or Quality
- Critical Environmental Areas
- Energy
- Public Health
- Air Quality and Noise Levels
- Human Health, or
- Future Development of Adjacent and Nearby Lands

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact.

**For Further Information, Contact:**

Andrew Y. Stewart  
Town Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
(845)359-5100

**TOWN BOARD**

**ADOPT LOCAL LAW NO. \_\_\_ OF 2016,  
AMENDING THE TOWN ZONING LAW TO  
CHANGE THE ZONING DISTRICT FOR  
PROPERTY LOCATED ON ROUTE 303,  
BLAUVELT (TAX PARCELS 70.15-1-45 AND A  
PORTION OF 70.15-1-46)**

4. **WHEREAS**, the Town Board of the Town of Orangetown (the “Town Board”) is the duly elected legislative body of the Town, authorized to adopt zoning text amendments to the Town’s Zoning Law; and

**WHEREAS**, the Town Board has before it the Petition of Toscany, Inc. and Antonio Cuomo, as Owners of property located on State Route 303, in the vicinity of Erie Street and Greenbush Road, in the hamlet of Blauvelt, requesting the adoption of a Local Law, amending Chapter 43, § 2.2, of the Town Code, establishing the Town Zoning Map, changing the zoning classification of the said property, consisting of one tax parcel bearing Tax Map Designation 70.15-1-45, and a portion of an adjacent parcel bearing Tax Map Designation 70.15-1-46 from “R-15 (Medium Density Residence) to “CC” (Retail-Commerce); and

**WHEREAS**, on or about September 15, 2015, at the direction of the Town Board by Resolution No. 410, duly adopted September 8, 2015, the Town Attorney circulated amongst various potential involved and/or interested agencies notice of its intention to assume Lead Agency status for the purpose of the environmental review of the above referenced action; and

**WHEREAS**, more than 30 days have passed since the said circulation and no agency having objected to the Town Board, by resolution adopted of even date herewith, but prior to the adoption of this resolution, declared itself to be Lead Agency for the within action, found the said action to be an “Unlisted” action under SEQRA, and adopted a Negative

Declaration, concluding that the action will not have a significant adverse impact on the environment; and

**WHEREAS**, following due notice, a public hearing was conducted on the proposed zone change amendment; and

**WHEREAS**, the Board has concluded that the proposed zone change which simply changes the zoning classification of one existing parcel, and a portion of another, to a classification consistent with adjacent and nearby parcels located along State Route 303, a major commercial thoroughfare, and is consistent with the Town's Master Plan, and otherwise is in the best interests of the Town and the owners' of the parcels, each of whom has requested the change of zoning classification; and

**WHEREAS**, the Town Planning Board, pursuant to Town Code Chapter 43, § 10.5, and the County Planning Department, pursuant to General Municipal Law §§ 239 1 & m (by letter dated October 6, 2015), have each endorsed the said reviewed the proposed law; and

**NOW, THEREFORE, BASED ON ALL OF THE INFORMATION BEFORE THE BOARD, AND THE FINDINGS MADE HEREIN, BE IT RESOLVED**, that the Town Board hereby adopts the within Local Law, amending the Town Zoning Law, and the Town Zoning Map made a part of the Town Code at Chapter 43, § 2.2., and changes the zoning classification tax parcel bearing Tax Map Designation 70.15-1-45, and a portion of an adjacent parcel bearing Tax Map Designation 70.15-1-46 (as more fully described in the Local Law) from "R-15 (Medium Density Residence) to "CC" (Retail-Commerce).

**LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 43, § 2.2, OF THE ZONING LAW OF THE TOWN OF ORANGETOWN TO CHANGE THE ZONING DISTRICT OF CERTAIN PROPERTIES ALONG STATE ROUTE 303, IN THE HAMLET OF BLAUVELT**

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

*Section 1:* The Zoning Map of the Town of Orangetown, which establishes the areas and boundaries of the various Town zoning districts, is hereby amended to change the zoning district of the following properties:

Tax Map Designation 70.15-1-45 from "R-15 (Medium Density Residence) to "CC" (Retail-Commerce), and a portion of Tax Map Designation 70.15-1-46, all as more fully described below:

**ZONE CHANGE FROM R-15 TO CC  
ORANGETOWN TAX LOT 70.15-1-45**

All that certain piece or parcel of land lying and being in the Town of Orangetown, County of Rockland and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly line NYS Route 303, located at the southwest corner of 70.15-1-45; running thence:

Along said easterly line N 22°28'40" E a distance of 85.06 feet; thence S 68°12'00" W; a distance of 396.04 feet; thence S 23°30'00" W a distance of 85.09 feet; thence N 68°12'00" W a distance of 394.52 feet to the point or place BEGINNING.

Having an area of 33,619 square feet, 0.77 acres.

Portion of Tax Map Designation 70.15-1-46, from "R-15 (Medium Density Residence) to "CC" (Retail-Commerce) as more fully described below:

**ZONE CHANGE FROM R-15 TO CC  
ORANGETOWN TAX LOTS 70.15-1-46 (Part)**

All that certain piece or parcel of land lying and being in the Town of Orangetown, County of Rockland and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly line NYS Route 303, located at the southwest corner of 70.15-1-46; running thence:

Along said easterly line N 22°46'07" E a distance of 190.04 feet; thence

Partially through Tax Lot 70.15-1-46 and then along the northerly line of same S 68°12'00" E a distance of 399.68 feet; thence:

S 23°52'00" W a distance of 190.14 feet; thence

N 68°12'00" W a distance of 394.52 feet to the point or place BEGINNING.

Having an area of 75,678 square feet, 1.74 acres.

*Section 2:* This law shall take effect immediately upon filing with the Secretary of State.

**TOWN BOARD**

**NYACK POINT HOUSING  
DEVELOPMENT FUND COMPANY, INC./  
NYACKPOINT LIMITED PARTNERSHIP  
Nyack Point Apartments Project  
263 Main Street, Nyack, New York/  
Accepting Issuance of Tax Exemption  
and Entry Into Payment in Lieu of Taxes  
("PILOT") Agreement**

5. **WHEREAS**, the Town of Orangetown is contemplating the issuance of a real property tax exemption for premises located at 263 Main Street, Nyack, New York (including Parcel 65.44-2-6) under §577 of the New York State Private Housing Finance Law (the "PHFL"); and

**WHEREAS**, the exemption is to be issued for the purpose of facilitating the development and operation of a rental apartment building for persons with disabilities and of low income by the Nyack Point Limited Partnership under the provisions of the PHFL; and

**WHEREAS**, an agreement is also proposed by and between the Town of Orangetown, the Village of Nyack, Nyack Point Housing Development Fund Company, Inc. and Nyack Point Limited Partnership providing for the annual payment of monies in lieu of taxes (the "PILOT Agreement"); and

**WHEREAS**, under the terms of the PILOT Agreement, the term of which is forty (40) years, annual payments are to be made with regard to the property that is to be rendered tax exempt, in lieu of taxes, which are to be distributed to various taxing jurisdictions, including the Nyack Union Free School District; and

**WHEREAS**, the Town of Orangetown and Nyack Point Limited Partnership have solicited the approval of the Nyack Union Free School District with regard to the proposed tax exemption and PILOT Agreement; and

**WHEREAS**, the Board of Education of the Nyack Union Free School District has obtained the advice and assistance of its counsel, Keane & Beane, P.C., with regard to the tax exemption to be issued under the PHFL and the PILOT Agreement; and

**WHEREAS**, the Board of Education supports the tax exemption for the proposed project and has concluded that entry into the PILOT Agreement furthers the interests of the School District;

**NOW, THEREFORE, BE IT RESOLVED** the Board of Education endorses the issuance of the tax exemption contemplated by the Town of Orangetown for the proposed project at 263 Main Street, Nyack, New York; and



**IT IS FURTHER RESOLVED**, that the Superintendent of the Nyack Union Free School District, and District counsel, are authorized to work with the Town to finalize the terms of the PILOT Agreement in a form acceptable to both; and

**IT IS FURTHER RESOLVED**, that District Administration and counsel are authorized to advise the Town of Orangetown concerning the Board of Education's endorsement of the tax exemption and PILOT Agreement.

**TOWN BOARD**

**APPOINT/REAPPOINT  
LIAISONS/LAND USE  
BOARDS/COMMITTEES/2016**

6. **RESOLVED**, that the following Town Officials are hereby reappointed/appointed liaisons to the following land use boards and committees for 2016:

- ACABOR Troy
- Blue Hill Golf Course Advisory Valentine
- Board of Assessment Review Diviny
- Board of Ethics Ryff
- Bureau of Fire Prevention Diviny/Bottari
- Environmental Committee Stewart
- HABOR Bottari
- Orangetown Housing Authority Troy
- Orangetown Emergency Mgt Comm Diviny
- OPDAC Stewart
- Planning Board Bottari
- Project Review Committee Valentine
- Shade Tree Commission Stewart
- Senior Citizen Advisory Committee Troy
- Substance Abuse Committee Troy
- Traffic Advisory Board Valentine
- Volunteer Health Advisory Committee Bottari
- Youth Recreation Assess Adv Comm. Diviny
- Zoning Board of Appeals Diviny

**TOWN BOARD**

**APPOINT BLYTHE YOST, A MEMBER  
OF ACABOR, AS CHAIRPERSON,  
FOR A 1-YEAR TERM**

7. **RESOLVED**, that BLYTHE YOST, a member of ACABOR, is hereby appointed Chairperson, for a period of 1-year, commencing as of January 1, 2016 and expires on December 31, 2016.

**APPOINT SHIRLEY GOEBEL  
CHRISTIE, TO SERVE THE  
REMAINDER OF THE TERM OF JILL  
FIELDSTEIN, MEMBER OF ACABOR,  
THROUGH DECEMBER 31, 2017.**

8. **RESOLVED**, that the Town Board hereby appoints SHIRLEY GOEBEL CHRISTIE to serve as a Member of ACABOR for the remainder of the term of Jill Fieldstein, who resigned, and whose term expires on December 31, 2017.

**APPOINT PIETER GROSBECK, AS A  
MEMBER OF THE BUREAU OF FIRE  
PROTECTION, FOR A 1 YEAR TERM**

9. **RESOLVED**, that PIETER GROSBECK, is hereby appointed member of the Bureau of Fire Protection for a period of 1-Year, commencing January 1, 2016 and expiring on December 31, 2016.

**TOWN BOARD**

**REAPPOINT/SISTER PEGGY  
SCARANO/COMMUNITY  
DEVELOPMENT BLOCK GRANT  
COMMITTEE (CDBG)**

10. **RESOLVED**, that SISTER PEGGY SCARANO is hereby re-appointed as a member of the Community Development Block Grant Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016.

**REAPPOINT MARGARET RASO, A  
MEMBER OF HAVOR, FOR A 5- YEAR  
TERM**

11. **RESOLVED**, that the Town Board hereby re-appoints MARGARET RASO to serve as a member of HAVOR for a 5-year term, commencing January 1, 2016 and expire on December 31, 2020.

**REAPPOINT ROBERT TOMPKINS, A  
MEMBER OF THE ORANGETOWN  
HOUSING AUTHORITY FOR A 5-  
YEAR TERM**

12. **RESOLVED**, that the Town Board hereby reappoints ROBERT TOMPKINS, Member of the Orangetown Housing Authority for a 5-year term, commencing on January 1, 2016 and expires on December 31, 2020.

**TOWN BOARD**

**REAPPOINT ROBERT DELL, A  
MEMBER OF THE PLANNING  
BOARD, AS CHAIRPERSON FOR A 1-  
YEAR TERM**

13. **RESOLVED**, that ROBERT DELL, is hereby appointed Chairperson to the Orangetown Planning Board for a period of 1-Year, commencing January 1, 2016 and expiring on December 31, 2016.

**REAPPOINT MICHAEL MANDEL, A  
MEMBER OF THE PLANNING  
BOARD, FOR A 7-YEAR TERM**

14. **RESOLVED**, that the Town Board hereby reappoints MICHAEL MANDEL to serve as a member of the Orangetown Planning Board for a 7-year term, said term to commence as of January 1, 2016 and expire on December 31, 2022.

**REAPPOINT CHARLES (SKIP)  
VEZZETTI, A MEMBER OF THE  
SANITATION COMMISSION FOR A 5-  
YEAR TERM**

15. **RESOLVED**, that the Town Board hereby reappoints CHARLES (SKIP) VEZZETTI, a Member of the Sanitation Commission, for a 5-year term, commencing on January 1, 2016 and expires on December 31, 2020.

**TOWN BOARD**

**REAPPOINT DANIEL W. SULLIVAN,  
A MEMBER OF ZONING BOARD OF  
APPEALS, FOR A 5- YEAR TERM**

16. **RESOLVED**, that the Town Board hereby reappoints DANIEL W. SULLIVAN to serve as a member of Zoning Board of Appeals, for a 5-year term commencing January 1, 2016 and expire on December 31, 2020.

**REAPPOINT DANIEL W. SULLIVAN,  
A MEMBER OF THE ZONING BOARD  
OF APPEALS, AS CHAIRPERSON,  
FOR A 1-YEAR TERM.**

17. **RESOLVED**, that the Town Board hereby reappoints DANIEL W. SULLIVAN, Chairperson for the Zoning Board of Appeals for a period of 1-year, commencing January 1, 2016 and expires on December 31, 2016.

**REAPPOINT/BUREAU OF FIRE  
PROTECTION COMMITTEE**

18. **RESOLVED**, that the following are hereby reappointed as members to the Bureau of Fire Protection Committee for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016.

Michael Bettmann  
Paul Raso

John Ahlf, Jr.  
Tom Bade

Robert Morrison

Liaison: Councilmen Diviny and Bottari

**TOWN BOARD**

**REAPPOINT/ORANGETOWN PARKS  
DEVELOPMENT ADVISORY  
COMMITTEE**

- 19. RESOLVED**, that the following are hereby reappointed as members of the Orangetown Parks Development Advisory Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Watson Morgan	Mary McCloskey	Mikki Leader
James Castagna	Kimball Parker	Brian Terry
Anne Byrne		
Liaison: Supervisor Stewart		

**REAPPOINT/PROJECT REVIEW  
COMMITTEE**

- 20. RESOLVED**, that the following are hereby reappointed as members of the Orangetown Project Review Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

John Giardiello, Director of OBZPAE as Chairman	Bruce Peters, DEME
James Dean, Superintendent of Highways	Guy DeVincenzo, DEME
Michael Bettmann, Fire Prevention Town Attorney	Robert Magrino, Deputy
Liaison: Councilman Valentine	

**TOWN BOARD**

**REAPPOINT/SENIOR CITIZENS  
ADVISORY COMMITTEE**

21. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Senior Citizens Advisory Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Josephine Urban, Senior Leader                      Kay Ferrara                      Veronica Blaine  
Shirley McGowan  
Rosemarie Fornario, Clerk                      Liaison: Councilman Denis Troy

**REAPPOINT/SHADE TREE  
COMMISSION**

22. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Shade Tree Commission, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Rebecca Gmucs                      Mary Vail                      Joy Macey                      Laurie Peek  
Liaison: Supervisor Stewart

**REAPPOINT/TRAFFIC ADVISORY  
BOARD**

23. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Traffic Advisory Board, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Paul Raso                      Margaret Warren                      Robert Schelin  
Lisa Shumante                      Thomas Edattel, DEME                      Mike Yannazone, Highway  
Guy DeVincenzo, DEME                      Sgt. Anthony Palazolo                      Robert Simon, Recr of Taxes  
Robert Morrison                      P. O. Hugh Johnson  
Rosemarie Fornario, Clerk                      Liaison: Councilman Valentine

**TOWN BOARD**

**REAPPOINT/TV ADVISORY  
COMMITTEE**

24. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown TV Advisory Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

David Chilson	Kathleen Troy Maier	David Bell
Anthony Bevelaqua, IT	TZHS Faculty Advisor (or other designated representative)	

**REAPPOINT/OFFICE OF  
EMERGENCY MANAGEMENT  
COMMITTEE**

25. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Office of Emergency Management Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

P. O. Harold Johnson	John Giardiello, Director of OBZPAE
Captain Donald Butterworth	James Dean, Superintendent of Highways
Mike Yannazone, Highway Dept	Karen Jahnes, Highway Dept.
Paul Witte, Building Dept.	Peter Byrne, Orangetown Fire Chiefs
Robert Daly, Orangetown Fire	Steve Harris, So Orangetown Ambulance
Maryanne Portoro, PR Ambulance	Mark Albert, Parks and Recreation
Liaison: Councilman Diviny	Elizabeth DeCort



**TOWN BOARD**

**REAPPOINT/ORANGETOWN  
ENVIRONMENTAL COMMITTEE**

26. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Environmental Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Alexis Starke	Rosemary Raccioppi	Fran Oldenburger
Peggy Kurtz	June Starke	Larry Soehnel
Martyn Ryan	Eve Millard	Deby Turner
Watson Morgan	Don Steinmetz	Michael Andrea
Lawrence Vail	Tom Reilly	

Liaison: Supervisor Stewart

**REAPPOINT/SUBSTANCE ABUSE  
COMMITTEE**

27. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Substance Abuse Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Michael Murphy, PRHS Principal	Norma Canals, PRHS Social Worker
Jennifer Amos, TZHS Principal	Jim Andrews, CANDLE
Vickie Shaw, SOCASA	Sue Maher, SOCASA
Joanne Goodman	Scott Salmon
Stephanie Finucane	Chief Kevin Nulty
Jean Horan, Rock County DEA	Detective Joe Sullivan
Capt. Donald Butterworth	

Liaison: Councilman Troy

**TOWN BOARD**

**REAPPOINT/BLUE HILL GOLF  
COMMITTEE**

28. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Blue Hill Golf Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Lawrence Costello (Chairman)	Sean Burke	Joseph Green
Julia Regan	Mike Hogan	Evelyn Beckerle
Chris Bauer	John Hickey	Matt Reid
Bruce Jensen	Sean Walsh	Tom Lynch

Liaison: Councilman Valentine

---

**REAPPOINT/HEALTH ADVISORY  
SERVICES COMMITTEE**

29. **RESOLVED**, that the following are hereby reappointed as members of the Orangetown Health Advisory Services Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Maryann Portoro	Donna Alise	P. O. Harold Johnson
Paul Morer	Wm McDowell	

**TOWN BOARD**

**REAPPOINT/YOUTH RECREATION  
ASSESSMENT ADVISORY  
COMMITTEE**

30. **RESOLVED**, that the following are hereby reappointed as members of the Youth Recreation Assessment Advisory Committee, for a 1-year term, commencing on January 1, 2016 and expires on December 31, 2016:

Joe Onatavia	Robert Iorio	Kerry Beckmann
William Lee	Kevin Powers	Manny Larenas
Frank Payne	Jim Walsh	Tom Morales
Andy DiDomenico	Bob DeRosa	Chris O'Brien
Alex Tencic	Joseph Chiappa	Chris Smith

**DESIGNATION/GRANT WRITER  
SYLVIA WELCH**

31. **RESOLVED**, that upon recommendation of the Supervisor, the Town Board designates Supervisor Stewart to sign agreement to engage grant writer Sylvia Welch to assist the Town to identify funding sources, prepare applications, assist in grants administration and perform other planning and coordination services as requested at her standard rate of \$60.00/hour with a cap in spending of \$12,000.00. Targets will be reviewed and approved by the Town Board.

**TOWN ATTORNEY**

**APPOINT JOSEPH E.  
WOOLEY/DISCIPLINARY  
HEARING OFFICER/EMPLOYEE  
#3213**

32. **BE IT RESOLVED**, that the Town Board hereby appoints Joseph E. Wooley, Esq. to act as a hearing officer pursuant to § 75 of the Civil Service Law of the State of New York with respect to certain disciplinary charges, dated December 21, 2015, preferred against employee # 3213; and

**BE IT FURTHER RESOLVED**, that the hearing officer is directed to conduct a hearing, making findings of fact and issue a recommendation of guilt or innocence, along with a recommended penalty, if appropriate, to the Town Board; and

**BE IT FURTHER RESOLVED**, the Town Board approves compensation of Hearing Officer Joseph E. Wooley, Esq. at a rate of \$175.00 per hour not to exceed \$5,000 for services rendered.

**DEME**

**GRANT PERMISSION/KENECK  
SKIBINSKI/NYWEA ANNUAL  
MEETING/FEBRUARY 8-10,  
2016/DEME**

33. **RESOLVED**, that upon the recommendation of the Commissioner of DEME, that permission is hereby granted for Keneck Skibinski to attend the New York Water Environment Association, Inc., NYC, February 8-10, 2016, at a cost of \$1,252.00, to be charged to Account No. G 8130.441.

**DEME**

**APPROVE/SURPLUS  
EQUIPMENT/DEME**

34. **RESOLVED**, upon the recommendation of the Commission of DEME, declare the following surplus equipment available for auction:

2006 Chevrolet Silverado, VIN. 1GCEK14V26E143653  
1998 Ford Expedition VIN. 1FMPU18L9WLC24295  
1998 Ford Expedition VIN. 1FMPU18L1WLB19623  
1998 Chevrolet Utility Truck VIN. 1GBJC34R0WF061395  
1986 Ford F-8000 Tractor VIN. 1FDYG80K4GVA41934  
2001 Ford F450 Rack Truck VIN. 1FDXF46S51EA27238

**POLICE**

**AWARD BID/POLICE  
UNIFORMS/THE WASHING BOARD,  
PEARL RIVER, NY**

35. **WHEREAS**, the Police Chief duly advertised for sealed bids for dry cleaning of Police Uniforms, which were received and publicly opened on December 23, 2015.

**RESOLVED**, that upon recommendation of the Police Chief, this bid is hereby awarded to the only bidder, The Washing Board, Pearl River, NY.

**APPOINT ALEXANDROS C.  
TSIRONIS/INFORMATION SERVICES  
AND RECORDS MANAGEMENT  
SPECIALIST (POLICE  
DEPARTMENT)**

36. **RESOLVED**, that upon the recommendation of the Chief of Police, appoint Alexandros C. Tsironis, provisionally, to the position of "Information Services and Records Management Specialist (Police Department) at a salary of \$65,881 (CSEA Grade 15), effective January 27, 2016, with permanent appointment contingent on successful completion of all phases of the NYS Civil Service and Rockland County Department of Personnel testing/hiring process.

**HIGHWAY**

**AWARD ROUTE 340 SIDEWALK  
PROJECT, PHASE II PIN  
8059.03/JORREY  
EXCAVATING/HIGHWAY**

37. **RESOLVED**, that upon the recommendation of the Superintendent of Highways, the Route 340 Sidewalk Project, Phase II PIN 8059.03 (A Federal Project) is hereby awarded to Jorrey Excavating, the lowest qualified bidder, at a cost of \$1,422,830.00.

**NEW BUSINESS**

**APPROVE/SYLVIA WELCH/GRANT  
WRITER/ CAD SYSTEM/POLICE  
DEPARTMENT**

38. **RESOLVED**, that the Town Board authorizes the Supervisor to pay grant writer Sylvia Welch \$350.00 to write and submit a grant request for approximately \$200,000 for an updated Computer Aided Dispatch (CAD) system for the Orangetown Police Department.

**APPROVE USE AGREEMENT  
BETWEEN THE TOWN OF  
ORANGETOWN AND THE  
ORANGETOWN MIGHTY MIDGETS  
ATHLETIC CLUB/ORANGETOWN  
SOCCER COMPLEX**

39. **RESOLVED**, that the Town Board adopts the attached "Use Agreement between the Town of Orangetown and the Orangetown Mighty Midgets Athletic Club for the Orangetown Soccer Complex".

**TOWN BOARD**

**APPROVE ATHLETIC FIELD AND  
RECREATIONAL FACILITIES USE  
POLICY FOR THE TOWN OF  
ORANGETOWN**

40. **RESOLVED**, that the Town Board adopts the attached “Athletic Field and Recreational Facilities Use Policy for the Town of Orangetown”.

**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 **\$2,904,627.31.**

**ADJOURNMENTS at \_\_\_\_\_ p.m. in memory of:**

- Paul Doctor, Son-in-Law of Mary Cardenas
- Steve Jaffee, Husband of Assemblywoman Ellen Jaffee
- Ed Pascocello, Pearl River
- Joe Walsh, Orangeburg

TOWN OF ORANGETOWN

DATE: January 26, 2016

WARRANT

Warrant Reference

Warrant #

Amount

Approved for payment in the amount of

122315	\$ 8,206.87	Postage
122715	\$ 216,643.21	1/26/16 Batch for 2015
010616	\$ 9,595.30	Gentle
011416	\$ 1,134.00	
012616	\$ 2,669,047.93	1/26/16 Batch for 2016

Total \$ 2,904,627.31

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



NYACK PUBLIC SCHOOLS  
Nyack, New York

TO: Dr. James J. Montesano, Superintendent of Schools  
FROM: Carleen Millsaps, Deputy Superintendent  
DATE: November 17, 2015  
SUBJECT: Resolution Accepting Tax Exemption and Entry Into PILOT Agreement

Attached please find a resolution prepared and recommended by our legal counsel, Keane & Beane, PC, accepting issuance of tax exemption and entry into Payment of Lieu of Taxes (PILOT) Agreement with Nyack Point Housing Development Fund Company, Inc./Nyack Point Limited Partnership – Nyack Point Apartments Project, 263 Main Street, Nyack, New York.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)  
BY AND AMONG THE VILLAGE OF NYACK, THE TOWN OF ORANGETOWN,  
NYACK POINT HOUSING DEVELOPMENT FUND COMPANY, INC. AND  
NYACK POINT LIMITED PARTNERSHIP**

**THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES** (the "Agreement"), dated September \_\_\_\_, 2015, by and among the **VILLAGE OF NYACK, NEW YORK**, a New York incorporated municipality, having its principal office located Village Hall, 9 North Broadway, Nyack, New York 10960 (the "Village"), **TOWN OF ORANGETOWN**, a New York incorporated municipality, having its principal office located at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962 and **NYACK POINT HOUSING DEVELOPMENT FUND COMPANY, INC.**, a to-be-formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Rockland Housing Action Coalition, Inc., 120-126 North Main Street, Annex First Floor, New City, New York 10956 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **NYACK POINT LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located c/o Rockland Housing Action Coalition, Inc., 120-126 North Main Street, Annex First Floor, New City, New York 10956 (the "Partnership").

**WHEREAS**, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located in the Village of Nyack, Town of Orangetown, County of Rockland, State of New York, as more particularly described in Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the HDFC will be a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

**WHEREAS**, the HDFC will be the co-general partner of the Partnership; and

**WHEREAS**, the HDFC will be formed and the Partnership will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

**WHEREAS**, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of thirty-three (33) residential rental units for persons of low income (the "Project"); and

**WHEREAS**, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

**WHEREAS**, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

**WHEREAS**, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local

improvements, to the extent of all or a part of the value of the property included in the completed project; and

**WHEREAS**, the Board of Trustees of the Village of Nyack, New York, by resolution adopted \_\_\_\_\_, 2015, approved and authorized the execution of this Agreement,

**WHEREAS**, the Council Members of the Town of Orangetown, New York, by resolution adopted \_\_\_\_\_, 2015, approved and authorized the execution of this Agreement;

**NOW, THEREFORE**, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Village and the Town hereby exempt from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Rockland County ("County"), the Town of Orangetown ("Town"), the Village of Nyack ("Village"), the School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").
2. This tax exemption will operate for a period of forty (40) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.
3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of Four Hundred Fifty and 00/100 Dollars (\$450.00) per dwelling unit per year (prorated for the year of acquisition by the HDFC).
4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership operate the Project and the Project in conformance with Article XI of the PHFL; (ii) the HDFC will assume sole legal and beneficial ownership of the Property and the Project and will operate the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.
5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

#5

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the Village, the Town, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

*Remainder of page intentionally left blank.*

#5

IN WITNESS WHEREOF, the Village, the Town, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

VILLAGE OF NYACK, NEW YORK

DATED: \_\_\_\_\_, 2015

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

Name: Jen White

Title: Mayor

TOWN OF ORANGETOWN, NEW YORK

DATED: \_\_\_\_\_, 2015

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

Name: Andy Stewart

Title: Supervisor

NYACK POINT HOUSING DEVELOPMENT FUND COMPANY, INC.

DATED: \_\_\_\_\_, 2015

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

Name:

Title: President

NYACK POINT LIMITED PARTNERSHIP

By: Nyack Point Housing Development Fund Company, Inc., its General Partner

DATED: \_\_\_\_\_, 2015

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

Name:

Title: Manager

#5

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me personally appeared Jen White, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me 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 person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me personally appeared \_\_\_\_\_, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

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

#5

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me personally appeared \_\_\_\_\_, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

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

#5

**EXHIBIT A**



**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION OF THE COUNCIL MEMBERS OF THE TOWN OF ORANGETOWN AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAX ("PILOT") AGREEMENT BY AND AMONG THE TOWN OF ORANGETOWN, NYACK POINT HOUSING DEVELOPMENT FUND COMPANY, INC. AND NYACK POINT LIMITED PARTNERSHIP**

**WHEREAS**, the Town of Orangetown (the "Town") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

**WHEREAS**, Nyack Point Housing Development Fund Company, Inc., a to-be-formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation (the "HDFC"), and Nyack Point Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified property located at 263 Main Street, Village of Nyack, Town of Orangetown, County of Rockland, State of New York (Section 65.44, Block 2, Lot 6) (the "Land"), for the purpose of construction on the Land of a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of thirty-three (33) units of housing for persons of low income, to be known as Nyack Point Family Apartments (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Project"); and

**WHEREAS**, the HDFC will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

**WHEREAS**, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

**WHEREAS**, the HDFC's and the Partnership's plan for the use of the Land constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

**WHEREAS**, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Council Members to exempt the Project from real property taxes; and

**WHEREAS**, the HDFC will be a co-general partner of the Partnership; and

**WHEREAS**, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in the PILOT Agreement presented to the Council Members for approval;

**NOW THEREFORE, BE IT RESOLVED** that the Council Members hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and

# #5

approves the proposed PILOT Agreement by and among the Town, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

**FURTHER RESOLVED**, that the Supervisor of the Town is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the Town; and it is

**FURTHER RESOLVED**, that this resolution shall take effect immediately.

Duly adopted by the Council Members  
On the \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved: \_\_\_\_\_  
Veto: \_\_\_\_\_  
Not Endorsed: \_\_\_\_\_

#5

**CERTIFICATION**

The undersigned, being the duly elected Clerk of the Town of Orangetown, hereby certifies that the attached is a true, correct and complete copy of certain resolutions unanimously adopted by the Council Members of the Town of Orangetown on \_\_\_\_\_, 2015, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

---

Name: Charlotte Madigan  
Title: Clerk

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF NYACK AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAX ("PILOT") AGREEMENT BY AND AMONG THE VILLAGE OF NYACK, NYACK POINT HOUSING DEVELOPMENT FUND COMPANY, INC. AND NYACK POINT LIMITED PARTNERSHIP**

**WHEREAS**, the Village of Nyack (the "Village") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

**WHEREAS**, Nyack Point Housing Development Fund Company, Inc., a to-be-formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation (the "HDFC"), and Nyack Point Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified property located at 263 Main Street, Village of Nyack, Town of Orangetown, County of Rockland, State of New York (Section 65.44, Block 2, Lot 6) (the "Land"), for the purpose of construction on the Land of a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of thirty-three (33) units of housing for persons of low income, to be known as Nyack Point Family Apartments (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Project"); and

**WHEREAS**, the HDFC will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

**WHEREAS**, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

**WHEREAS**, the HDFC's and the Partnership's plan for the use of the Land constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

**WHEREAS**, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Board of Trustees to exempt the Project from real property taxes; and

**WHEREAS**, the HDFC will be a co-general partner of the Partnership; and

**WHEREAS**, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Village as set forth in the PILOT Agreement presented to the Board of Trustees for approval;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Trustees hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the Village, the Partnership and the

#5

HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

**FURTHER RESOLVED**, that the Mayor of the Village is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the Village; and it is

**FURTHER RESOLVED**, that this resolution shall take effect immediately.

Duly adopted by the Board of Trustee  
On the \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved: \_\_\_\_\_  
Veto: \_\_\_\_\_  
Not Endorsed: \_\_\_\_\_

Vertical text on the right edge of the page, likely a scanning artifact or page number.

#5

**CERTIFICATION**

The undersigned, being the duly elected Clerk of the Village of Nyack, hereby certifies that the attached is a true, correct and complete copy of certain resolutions unanimously adopted by the Board of Trustees of the Village of Nyack on \_\_\_\_\_, 2015, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

---

Name: Mary E. White  
Title: Clerk

#31

RECEIVED JAN 04 2016

Sylvia A. Welch, Ph.D.  
170 Hudson Terrace  
Piermont, New York 10968  
(845) 365-1235  
sawelch10968@yahoo.com

December 30, 2015

Mr. Andrew Y. Stewart, Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Dear Supervisor Stewart:

This letter shall constitute the Agreement between Sylvia Welch, Consultant, and the Town of Orangetown for the period January 1, 2016 through December 31, 2016.

The Consultant agrees to perform the following:

1. Assist the Town to identify potential funding sources for parks and recreation, equipping Town services, records management projects and other programs and capital projects as directed by the Town.
2. Prepare funding applications as directed by the Town relevant to the above projects and programs.
3. Assist the Town in grants administration as requested.
4. Perform other planning and coordination services as requested.

The Town agrees to compensate the Consultant in the amount of \$60 per hour for the above services. Expenses incurred in the preparation and submission of applications and grant documents, such as copying, will be billed separately.

By: \_\_\_\_\_  
Andrew Y. Stewart  
Supervisor

By: Sylvia A. Welch  
Sylvia A. Welch  
Consultant

#33



Department of Environmental Management and Engineering  
Town of Orangetown

---

Route 303 Orangeburg New York 10962  
Tel: (845) 359-6502 • Fax: (845) 359-6951

## Memorandum

**Date:** December 15, 2015

**To:** Kimberly Allen, Charlotte Madigan

**Cc:** Andy Stewart, Teresa Pugh

**From:** Joseph Moran, Commissioner-DEME

**Re:** Town Board Agenda – Request to Attend, NY Water Environment Assoc., Inc. Annual Meeting.

---

The Department of Environmental Management and Engineering requests permission for Keneck Skibinski to attend the New York Water Environment Association Inc., 88<sup>th</sup> Annual Winter Meeting, February 8-10, 2016.

RESOLVED, that permission is hereby granted for Keneck Skibinski to attend the New York Water Environment Association Inc., NYC, and February 8-10, 2016 at a cost of \$1252.00 to be charged to Acct. No.G.8130.441.

ef



TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

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

REQUESTING DEPARTMENT: DEME DATE: 12-2-2015

NAME(S) OF PERSON(S) TO ATTEND: Karen Skolbinski

CONFERENCE, ETC. - NAME & LOCATION: NJWEA

CONFERENCE, ETC. DATE(S): 2/8 - 2/10/16

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

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: Feb. 8-10, 2016

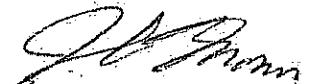
ESTIMATED EXPENSES:

Item	Charge to:	Charge to:	Total
	Schls! & Confs	Travel Exp*	
Registration Fee	\$ <u>475.00</u>	\$ _____	\$ <u>475.00</u>
Lodging	_____	<u>249.83</u>	<u>747.00</u>
Meals	_____	<u>0</u>	<u>0</u>
Travel - Train	_____	<u>30.00</u>	<u>30.00</u>
Other	_____	_____	_____
Total	\$ <u>475.00</u>	\$ <u>777.00</u>	\$ <u>1,252.00</u>

\*Use if only travel expense involved  
G. 8130

REMAINING BALANCE IN .441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN .480 Account: \$ \_\_\_\_\_

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

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: .441-\$ \_\_\_\_\_ .480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_

#33



# New York Water Environment Association, Inc.

## 88<sup>th</sup> ANNUAL WINTER MEETING

### FEBRUARY 8-10, 2016

#### MARRIOTT MARQUIS, NEW YORK CITY



### FAST TRACK PRE-REGISTRATION FORM FOR NYWEA MEMBERS ONLY

Registration available on-line at <http://tinyurl.com/AMreg16>

#### INSTRUCTIONS:

Please fill in your name, title, company, telephone number, email address and type of registration.

#### REGISTRANT

Please type or print the following information AS IT IS TO APPEAR ON YOUR NAME BADGE

LAST NAME SKIBINSKI FIRST NAME KENEC M.I. E.  
 TELEPHONE 315 527 9542 TITLE Chief Plant Operator COMPANY NAME Tam of Orangeburg DENE  
 ADDRESS 127 Rte 303  
 CITY/STATE/ZIP Dundee, NY 10962 EMAIL KSKIBINSKI@orangeburg.com  
(Please Print Clearly)

#### NYWEA MEMBER

Pre-registration  \*Full Week: \$475 One Day: \$300 (please specify day)  Mon  Tues  \*Wed

#### OPERATORS

Member One Day: \$85 (please specify day(s))  Mon  Tue  Wed  
To qualify for Operator Registration you must be a PWO member, and work on a day to day basis in the operation or maintenance of a wastewater collection or treatment facility.

#### STUDENT (As defined by WEF/WEA, proof required-photo ID)

One Day: \$35 (please specify day(s))  Mon  Tues  Wed

#### YOUNG PROFESSIONAL (Includes Monday reception & Tuesday night YP reception and lunches) Must be 35 yrs or younger, copy of drivers license required.

Member One Day: \$175 (please check day(s))  Mon  Tues  \*Wed -- Two Days: \$340 (please check day(s))  Mon  Tues  \*Wed

#### SPEAKERS (Day of Presentation Only, Please Specify Day)

\$235  Mon  Tues  Wed

#### RETIRED (Retired from and not currently professionally involved with the water quality field)

\*Full Week: \$275

What's Included with Your Registration?	Monday Luncheon	Tuesday Luncheon	Wednesday Awards Luncheon
Full Week	Yes	Yes	Yes
One-day Monday	Yes	No	No
One-day Tuesday	No	Yes	No
One-day Wednesday	No	No	Yes
Student	No	Student Luncheon	No
Operator Monday	Yes	No	No
Operator Tuesday	No	Yes	No
Operator Wednesday	No	No	No
Young Professional	Yes	Yes	Yes
Retired	Yes	Yes	Yes
Speaker	Yes	Yes	No

<b>LIFESTYLE ATTENDEE</b> Name & Mailing Address (Home Address) Name _____ Street Address _____ City/State/Zip _____ Email _____ Cell Phone _____	Registration (Total from above) <b>475</b>		
	Ticketed Events No Refunds after 1/15/16	Quantity	Price
	A) Lifestyle Program**		\$125
	B) Additional Awards Luncheon Tickets, Wednesday		\$75
	C) AAEE Breakfast (Tuesday 7:30 am)		\$25
	D) Contribution to Scholarship Program (Optional)		\$10
<input checked="" type="checkbox"/> *Important: Please check if you will be attending Awards Luncheon on Wednesday.			Total <b>475</b>

\*Includes President's Reception, Lifestyle Program on Monday, Reception Monday Evening, (Does not include Wednesday Awards Luncheon).

#### PAYMENT

CASH  CHECK NO. # \_\_\_\_\_  VOUCHER *invoice please*

VISA  MASTER CARD  AMEX CARD NO. \_\_\_\_\_ EXP. \_\_\_\_\_ V-Code \_\_\_\_\_

DATE: \_\_\_\_\_ REC'D BY \_\_\_\_\_ PLEASE MAKE CHECKS PAYABLE TO THE NYWEA.

#### REGISTRATION POLICIES

Only individuals registered and badged may attend convention events. Registrations received after January 15, 2016 will be charged the site-registration fee. CANCELLATIONS: Cancellations must be submitted in writing by January 15, 2016. A \$25 service fee will apply to all cancellations received before January 15; no refunds will be made on registration fees or special events after January 15<sup>th</sup>. (Due to NYWEA agreements and required guarantees, fees are forfeited if you are unable to attend the conference.) TAX DEDUCTION: U.S. Citizens-Treasury regulation 1.162-5 permits an income tax deduction for education expenses (registration fees, cost of travel, meals and lodging) undertaken to maintain or improve skills required in one's employment or business.

This form is not valid for site registration. Pre-registration must be received by 1/15/16, otherwise site registration fees apply which are an additional \$35, except for operator and student registration which remains the same.

Registrant please return this form to: NYWEA  
525 Plum Street, Suite 102, Syracuse, NY 13204, or  
fax it to: 315-422-3851 or [mah@nywea.org](mailto:mah@nywea.org) and retain a photocopy for your records

#33

FEBRUARY 8-10, 2016 • NYC MARRIOTT MARQUIS



# 88<sup>TH</sup> ANNUAL MEETING

## The Year of the Operator

11-16-15



26 TECHNICAL SESSIONS COVERING TOPICS:

- Disinfection • Ethics • Flood Prevention • Energy • Resiliency
- Green Infrastructure • and more!



Date Prepared: 12/15/2015 09:38:AM  
 Report Date: 12/15/2015  
 Account Table:  
 Alt. Sort Table:

# TOWN OF ORANGETOWN

## Expense Ledger

GLR0125 1.0  
 Page 1 of 1  
 Prepared By: HCHEE

Fiscal Year 2015 Period From: 1 To: 12 Trans. Date From: To:

Account No. Date	Vendor Code	Description Vendor Name/Description	PO No./ Trans No.	Voucher No.	Check No.	YTD Appropriation	Req/Enc	Expenditure	YTD Unencumb
G.8130.441 07/24/15	0000006509	SEWAGE TREATMENT PLANT: SCHOOLS & CONFERENCES SKIBINSKI		111563	21115	3,000.00	0.00	617.06	
09/24/15	0000006587	MORRISVILLE STATE COLLEGE		112696	21464		0.00	575.00	
<b>Grand Total..</b>						<b>3,000.00</b>	<b>0.00</b>	<b>1,192.06</b>	<b>1,807.94</b>

NOTE: Requisitions Not Included in Totals

# 33

#34

**Kimberly Allen**

---

**From:** Frank Peneno  
**Sent:** Friday, January 08, 2016 1:40 PM  
**To:** Kimberly Allen  
**Subject:** surplus vehicles

Hello Kim,  
As per our conversation, Here is the list of D.E.M.E. vehicles that are Out of service & should be put to auction

2006 Chevrolet Silverado, VIN. 1GCEK14V26E143653

1998 Ford Expedition VIN. 1FMPU18L9WLC24295

1998 Ford Expedition VIN. 1FMPU18L1WLB19623

1998 Chevrolet Utility truck VIN. 1GBJC34R0WF061395

1986 Ford F-8000 Tractor VIN. 1FDYG80K4GVA41934

2001 Ford F450 Rack Truck VIN. 1FDXF46S51EA27238

Thank You,  
Frank Peneno  
Automotive Maintenance Supervisor  
Orangetown Sewer Department  
127 Route 303  
Orangeburg, NY 10962  
Phone: (914) 906-1208  
Fax: (845) 359-6951  
E-mail: [fpenido@orangetown.com](mailto:fpenido@orangetown.com)

#35



2007

**Kevin A. Nulty**  
Chief of Police

**Donald Butterworth**  
Police Captain

**James Brown**  
Police Captain

# Police Department Town of Orangetown Headquarters

**One Police Plaza  
Orangeburg, N.Y. 10962**

**Emergency - Dial "911"**

Telephone	845-359-3700
Adm. Fax	845-359-3721
Records Fax	845-359-4365
Detective Fax	845-359-3783

Email [Orangetownpolice@yahoo.com](mailto:Orangetownpolice@yahoo.com)

Blauvelt \* Naurashaun \* Nyack \* Orangeburg \* Palisades \* Snedens Landing \* Sparkill \* Tappan \* Upper Grandview

January 8, 2016

Supervisor Andrew Stewart  
Town Board Members  
Hon. Charlotte Madigan

Ladies and Gentlemen:

I have reviewed the 2016-2017 contract bid submitted for dry cleaning, washing and minor repairs of uniforms for the Orangetown Police Department.

I recommend that we award the contract to The Washing Board, Pearl River, NY, the only bidder.

Yours truly,

Kevin A. Nulty,  
Chief of Police

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

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



Orangetown Representative:  
R.C. Soil and 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

# MEMORANDUM

**TO:** Town Board

**CC:** Jeffrey Bencik, Finance Director  
Charlotte Madigan, Town Clerk  
Kimberly Allen, Executive Assistant

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

**DATE:** January 14, 2016

**RE:** Route 340 Sidewalk Project, Phase II (A Federal Aid Project)  
PIN 8059.03

As you are aware, The Town of Orangetown has received Marchiselli Federal Funding in the amount of \$1,217,000.00 for the above noted Route 340 Sidewalk Project, Phase II.

Additionally, on October 13, 2015, by Town Board Resolution # 445, the Town was authorized to enter into agreement with the New York State Department of Transportation committing to the construction of this Project. As part of this commitment, the Town will pay 100% of this project and submit to the State for reimbursement. Reimbursement will encompass a Federal share covering 80% of the cost (or \$973,600.00) and the Local share covering 20% of the cost (or \$243,400.00). All costs exceeding the \$1,217,000.00 is covered 100% by the Town of Orangetown.

Following a State review of the Project Plans, Specifications and Bid Documents, the Highway Department was authorized to proceed to Construction Phase Activities on June 15, 2015. Given authorization, the Highway Department advertised the Bid on June 24, 2015. One (1) sealed bid was submitted to the Town Clerk's Office on Thursday, July 16, 2015. As per Town Board Resolution #368, the Town Board rejected the bid of \$1,675,129.00 from Gemrose Utility of Tenafly, N.J., the only bid, which exceeded the allocated funding.

The Highway Department was authorized by the New York State Department of Transportation to re-bid the Project on October 14, 2015. Given authorization, the Highway Department advertised the bid on October 14, 2015.



Six (6) sealed bids were submitted to the Town Clerk's Office on Thursday, November 5, 2015. The Bids are as follows:

- 1. Jorrey Excavating \$1,422,830.00
- 2. Sun Up Enterprises \$1,547,200.00
- 3. Ben Ciccone \$1,583,895.35
- 4. Gemrose Utilities \$1,675,129.00
- 5. Argenio Bros. \$1,894,894.00
- 6. Calmart \$1,955,591.00

It is my recommendation the Town Board awards the Route 340 Sidewalk Project, Phase II, to Jorrey Excavating, the lowest qualified bidder in the amount of \$1,422,830.00.

The cost breakdown for Federal share and Local Share of the above noted award recommendation is as follows:

Federal Share

- 1. Total 80% of \$1,217,000.00 \$973,600.00

Local Share

- 1. Total 20% of \$1,217,000.00 \$ 243,400.00
- 2. 100% cost over \$1,217,000.00 \$ 205,830.00

Total Local Share \$449,230.00

TOTAL FEDERAL & LOCAL SHARE \$1,422,830.00

Please place the following item on the January 19, 2015, Town Board Workshop Agenda:

**“RESOLVED, upon the recommendation of the Superintendent of Highways, the Route 340 Sidewalk Project, Phase II, PIN 8059.03, (A Federal Aid Project) is hereby awarded to Jorrey Excavating, the lowest qualified bidder, at a cost of \$1,422,830.00.”**



**SECOND AMENDED USE AGREEMENT**  
**BETWEEN THE TOWN OF ORANGETOWN**  
**and**  
**THE ORANGETOWN MIGHTY MIDGETS ATHLETIC CLUB**  
**(Amended as of January \_\_, 2016)**

This Agreement by and between the Town of Orangetown, a municipal corporation (hereinafter referred to as the "Town") and The Orangetown Mighty Midgets Athletic Club (hereinafter referred to as the "OMM"), a not for profit corporation, for the use of an area of land and improvements, more particularly described on Exhibit "A" attached hereto, so that OMM may carry out a sports program for the community.

**BACKGROUND**

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

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

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

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

WHEREAS, in the intervening years since the Use Agreement was first approved, OMM, with the consent and approval of the Town, has made improvements to the Town fields and facilities at a cost to OMM of more than \$3 Million Dollars, allowing the fields and other on site community facilities to be used and enjoyed by young and old alike; and

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I**

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to:

1. Provide the terms and conditions under which OMM can use the area and improvements (hereinafter called the "premises") defined and more particularly shown on Exhibit A (attached hereto and made a part hereof) for practice, league activities, and tournament play.
2. Define operational and maintenance responsibilities of the parties.
3. Identify responsibility for costs and provide a process to provide improvements and upgrades.

**ARTICLE II**

**LICENSE TO USE**

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

1. OMM shall have the use of the licensed premises from March 1 through December 31 of each year for the purposes stated herein. Weather permitting, and subject to availability and the approval of the Superintendent of Parks, Recreation & Buildings, OMM may use the turf fields during the months of January and February.
2. Notwithstanding the aforesaid, it is expressly understood that the Town of Orangetown shall always retain the right of first use of the facilities for the Town of Orangetown youth recreation programs that are run directly by or through the Orangetown Department of Parks and Recreation.
3. OMM shall make all decisions and determinations, in the first instance, regarding the cancellation of OMM games or activities as the result of weather and/or field conditions. It is understood that, in doing so, OMM will exercise sound judgment to prevent damage to the fields and injury to the players and personnel of the League. The Town reserves the right to cancel use of the fields due to inclement weather and/or poor field conditions.
4. The Town shall make all decisions and determinations concerning the cancellation

of Town recreation program games or activities as a result of weather and/or field conditions. It is understood that the Town will exercise sound judgment to prevent damage to the fields and injury to players and persons using the fields.

**ARTICLE III**

**EFFECTIVE DATE AND TERMINATION**

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

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

**ARTICLE IV**

**PERMITTED USES**

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

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

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

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

2. Within fourteen (14) days of the beginning of each season, OMM will provide both the number of teams and participants in its league, and its schedule of games, to the extent then known, to the Town Superintendent of Parks and Recreation.
3. OMM may furnish, install and erect the following improvements to the premises; field house, one or more storage sheds, field lighting, rest rooms, snack bar or refreshment stand, public announcement system, turf, scoreboards and bleachers. OMM shall obtain approval from the Town Superintendent of Parks and Recreation before erecting such physical improvements, which approval shall be in the sole discretion of the Town of Orangetown. The installation and/or erection of any such improvement shall be subject to all reasonable conditions that may be required or imposed by the Town of Orangetown, or otherwise required under Federal, State or Local Law.
4. All such improvements once installed shall be gifts to the Town of Orangetown and shall become the property of the Town of Orangetown (at no cost or expense to the Town) and OMM shall have no further rights to such improvements. It is further understood and agreed that, in the event this license, or any provision of this license shall be declared invalid, or, in the event the Town shall revoke or otherwise terminate this license for any reason or no reason, OMM shall not be entitled to a refund, reimbursement or other compensation for, or toward any improvements that it may have made or paid for to, on or relating to the premises.
5. OMM shall pay for the actual cost of the electrical usage and water usage throughout the period of its use, i.e., during any month, or portion of any month, during which the OMM program utilizes the premises.
6. The field house, snack bar or refreshment stand shall be equipped and maintained by OMM which shall have the use thereof at all times. The hours of operation of the snack bar or refreshment stand shall be at the discretion of OMM, but shall be subject to reasonable adjustments by the Town Superintendent of Park and Recreation.
7. Notwithstanding the provisions of Article IV(6), above, the Blauvelt/Orangeburg Senior Club shall have the use of the field house facility constructed on site for meetings and other activities on Thursday mornings and afternoons (except during the summer months when the OMM camp programs are in session), and at such other times as the Superintendent of Parks, Recreation and Buildings may approve in consultation with OMM.

OMM shall have no responsibility in connection with, or liability as a result of, the use by any Senior Club or other non-OMM user of the field house, or field house premises.

**ARTICLE V**

**OTHER IMPROVEMENTS**

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

**ARTICLE VI**

**MAINTENANCE**

1. Maintenance by OMM:

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

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

- b) The Superintendent of Parks and Recreation shall meet with the OMM President each year to compile a list of items, which in the Town's opinion, need or are anticipated to need maintenance, and OMM shall provide the needed maintenance.
- c) OMM shall provide litter control to the licensed premises daily during the practice, league play and tournament season and shall keep the area free of litter. If the Town of Orangetown determines litter control is not being done effectively, the Town will provide 48 hours notice to OMM to clean up the litter. If it is not done satisfactorily, the Town will provide the service and bill OMM for the cost of service and OMM will pay all costs related to this service.
- d) Except as provided above and in paragraph (e) below, the Town of

Orangetown shall be responsible for the repair or replacement of all improvements to the premises.

- e) OMM for the full term of this agreement shall be responsible for maintaining and repairing the field house, pursuant to Article V above, which the parties contemplate will house rest rooms, snack bar or refreshment stand, announcer's facility, storage, office and meeting room.
- f) OMM, on an annual basis, shall provide the Town with proof of the servicing of the ANSUL system in the kitchen and the building's sprinkler system.

2. Maintenance by OMM to a higher standard:

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

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

Although the Town recognizes that the programs operated by OMM provide a significant recreational benefit to the residents of the Town, that OMM has made both physical improvements to the Town owned facilities at significant cost to OMM as an organization, as well as a significant commitment to the maintenance needs of the facilities in the future, the parties nevertheless agree, in view of the magnitude of the OMM Program, and the extent of its use of the facilities hereunder, that the operating expenses associated with the facilities should be shared by both parties in an equitable manner. More specifically, the parties agree that the expenses relating to the facilities and their operations shall be shared as follows:

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

Where OMM is fully responsible for a cost hereunder, such costs may be billed by the Vendor directly to OMM, which OMM shall timely pay; provided, however, OMM shall provide copies of such bills, together with receipts, canceled checks, or other evidence of the payment

thereof, on at least a quarterly basis to the Town Superintendent of Parks for his records.

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

\* OMM must otherwise meet the liability and other insurance obligations hereinafter set forth and required under Article XIV.

**ARTICLE VIII**

**PARKING AND TRAFFIC CONTROL**

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

**ARTICLE IX**

**RULES, LAWS AND ORDINANCES**

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

**ARTICLE X**

**FUNDRAISING BY OMM**

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

**ARTICLE XI**  
**RIGHT TO ENTER**

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

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

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

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

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

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

**ARTICLE XIV**  
**LIABILITY**

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



**ARTICLE XV**

**AMENDMENTS/MODIFICATIONS**

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

**ARTICLE XVI**

**INDEMNIFICATION**

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

**ARTICLE XVII**

**ENTIRE AGREEMENT**

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

**ARTICLE XVIII**

**NON-RESIDENT POLICY**

1. OMM agrees to comply with any Town of Orangetown policies and permit requirements regarding non-resident use of Town fields which are in effect at such time. Compliance with residency requirements shall be determined on the basis of OMM's overall membership, and not by reference to an individual event. Specific reference is made to the latest Parks and Recreation Field Use Policy, approved by Resolution No. \_\_\_\_\_ of the Town Board, duly adopted at a Regular Board Meeting held on \_\_\_\_\_, as may be amended.
2. Non-resident Fee. OM agrees that it shall charge a non-resident fee to all non-Town residents who play at the Town facility as a part of any OMM Program, except that those who participate as a part of OMM's Buddy Ball Program shall not be required to pay such additional fee.

The non-resident fee shall be 5% of the cost of enrollment in the Program in which the non-resident registers to participate. All non-resident fees collected shall be turned over to Town within one-month following the close of registration, to be utilized by

the Town for park purposes, in its sole discretion, as it deems appropriate.

**ARTICLE XIX**  
**SEVERABILITY**

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

IN WITNESS THEREOF, the Town of Orangetown and OMM have caused this Agreement to be executed in their respective names by their duly authorized officers and have cause this Agreement to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

THE TOWN OF ORANGETOWN:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrew Y. Stewart, Town Supervisor

THE ORANGETOWN MIGHTY MIDGETS ATHLETIC CLUB:

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



APPROVED AT Sept 15, 2105 ORAC Meeting/This version Amended for Adoption by Town Board, January 2016

Parks and Public Lands  
Athletic Field and Recreational Facilities Use

- Purpose. Policy for The Town Of Orangetown
- List of Town facilities.
- Priority of use by category; permit application and issuance.
- Allocation of fields and facilities.
- Facility use rules and regulations.
- Field usage schedules and information.
- Fee schedule.

This article contains the policies and procedures for recreational facilities and park use within the Town of Orangetown. The purpose of this policy is to assure that usage, access, and distribution of all recreational sites are in accordance with Town regulations. The primary use of Town recreation facilities and parks is for resident recreation activities. Town facilities may be made available for additional activities if available and if not in conflict with proper maintenance of the facility or other community use. Factors to be considered in determining usage include: Town benefit, resident priority, efficient scheduling, coordination of uses, regular maintenance, rehabilitation of facility after a specific use, availability, weather, and availability of services at the site. All facility users shall comply with applicable federal, state, and local laws. Users shall be responsible for payment of all costs, expenses, fines, penalties, and damages which may be imposed upon Orangetown by reason of, or arising out of, the user's failure to comply with legal requirements or failure to comply with provisions of this policy.

List of Town facilities.

The recreational facilities and parks within Orangetown are listed as follows:

Location / Name	Address	Description of facilities
Veteran's Park	81 Hunt Road, Pearl River, NY	In-line Rink
		Baseball field 90'
		Ball field 1 – 60'
		Ball field 2 – 60'
		Tennis Courts
		Vets 3 (top of hill)
		Vets Football
		Vets 2
		Vets 1
		Small field between main fields
Kennedy Reedy	140 Lester Drive, Tappan, NY	Field
Demeola	160 Van Wyck Road / Blauvelt Rd	Field
Soccer Complex (subject to Use Agreement between OMM Soccer and Town)	175 Old Orangeburg Road, Orangeburg	Turf & Grass fields

Baseball Complex (subject to Use Agreement between South Orangetown Little League and Town)	200 Old Orangeburg Road, Orangeburg	Baseball & Softball fields
Tappan / Rt, 303 Park	Intersection of Oak Tree and Rt 303	Ball field – 45'
William O'Schaefer	Lester Drive, Tappan	Ball field – 45'
Tappan Zee Elementary	561 Rt 9W, Piermont	Ball field – 45'
South Orangetown Middle School	150 Van Wyck Rd., Blauvelt	Ball field – 45'

**Priority of use by category; permit application and issuance.**

A. Permits for field/facility use are issued by the category in which the organization or event is qualified. Group I use shall have priority over Group II, II over III, etc. In reviewing a permit application, the Recreation and Parks Director may also consider whether a demonstrated need for providing the activity is evidenced, the benefit to the Town, and, where applicable, of whether a program duplicates a similar activity offered within the community.

B. Applications for all field usage shall be on a form approved by the Recreation and Parks Department. Applications for league field use shall be submitted to the Recreation and Parks Director at least 30 days prior to field use, except that applications for tournaments and camps and similar uses shall be submitted at least 90 days prior to field use. Generally, games shall have priority over practice. The Parks and Recreation Department, in reviewing an application, shall take into consideration certain factors, including, but not limited to, wear and tear on the field; scheduling conflicts with other events; provision of sufficient parking for the event; and whether the event benefits the community.

C. Groups are categorized as follows:

(1) Group I: Recreation and Parks directly sponsored activities. These activities include programs run by the Recreation and Parks Department, such as day camps, after-school programs, day programs, special events and seasonal sporting activities.

(2) Group II: Youth organizations in established leagues. These groups are independent organizations that have been established to serve the recreational interest of the participants and meet the following criteria : (i) are registered as a Tax Exempt Organization (as defined below) and, (ii) have 65% town participants (measured based on the total population of registered participants for full previous operating year) in the organization, Agree to charge a non-resident fee to all non-Town residents registered to participate. The non-resident fee shall be 5% of the cost of enrollment in the Program in which the non-resident registers to participate. All non-resident fees collected shall be turned over to Town within one-month following the close of registration, to be utilized by the Town for park purposes, in its sole discretion, as it deems appropriate. Total population shall be the sum total every registration, for the preceding year.

(3) Group III: School events and teams. The Town of Orangetown maintains a shared use agreement with both South Orangetown and Pearl River School Districts with regard to Town use of both indoor and outdoor facilities. The Districts (including Nanuet) are permitted to use Town facilities

(4) Group IV: Privately operated programs. Town facilities can be made available for organizations, colleges, camps, leagues, or groups for the purpose of providing recreational services to youth or adults. This group includes instructional activities that extend beyond one day and for which a separate fee or tuition is charged.

Youth shall consists of players who have not reached the age of 18.

The above group classification shall be used for the allocation of field/facility space for the initial scheduling of the athletic season. Once seasonal scheduling is complete, all further requests, regardless of group affiliation shall be handled on a first come / first served basis.

**Tax Exempt Organization**

To qualify as a Tax Exempt organization, the organization must meet the following criteria and submit the required documentation, which shall be received and maintained reviewed by the Town Superintendent of Parks and Recreation of Orangetown Finance office, noted below:

1. A Federal tax exempt organization under Section 501(c)(3) of the Internal Revenue Code. The organization must evidence compliance with this criteria by submitting its 501(c)(3) designation letter issued by the Internal Revenue Service;
2. Copies of New York State and Federal tax returns on an annual basis, within 60 days of the applicable State and Federal filing deadline;
3. Listing of the organization's Executive Board of Directors (names, phone numbers and email address).

Groups seeking to qualify for facilities use under Group II shall have 1-year, measured from the start of registration for the spring season, to achieve and document its 501(c)(3) compliance.

**Allocation of fields and facilities.**

A. Orangetown Recreation and Parks Committee ORAC. The Town Board shall assign members to report on current field maintenance issues and future needs for the budget process. Complaints about the use or misuse of any field or athletic facility shall be made to the Recreation and Parks Director within 24 hours, or as soon following the occurrence as may be practical. The Recreation and Parks Director may restrict or deny access to groups who abuse any facility. The Recreation and Parks Director, with recommendations from the Recreation and Parks Committee, will develop a seasonal field and facility schedule. The Recreation and Parks Director shall establish the opening and closing dates for field use. The Recreation and Parks Director shall provide the Recreation and Parks Committee with the field schedule.

B. In-season priority. Lacrosse is in season during the spring season. Typically spring season commences as soon as fields are recovered from winter. Baseball / softball which also are in season during the spring season shall be played on the Towns baseball / softball fields throughout the town. Soccer and Football shall be considered in season during the fall season, which commences 1<sup>st</sup> week of August and shall be played on the Towns multi use fields. In season sports have equal status to each other; out-of-season sports have equal status to each other, but secondary status to in-season sports.

C. Make-up schedule. Make-up schedules shall be made in the sole discretion of the Recreation and Parks Director. The Recreation and Parks Director shall have authority to move scheduled events as necessary.

D. Field closing due to weather. All use of athletic fields is subject to the determination of field playing conditions on a daily basis. Determination is made on a daily basis by the Recreation and Parks Director or his or her designee. Generally, all users are subject to the same standard for closure. Nevertheless, determination will be made on a field-by- field basis, as well as a user-by-user basis where conditions are such that some fields may be playable while others are not, and some users may do less damage by use than others. Once a determination has been made regarding field playability by Town representatives and the leagues have been informed, each organization is required to close its fields if injury may result to participants or if damage may result to the playing surface, affecting not only its continued use by this user but also use by others in this season and in the following season. If in doubt, the field or facility shall be closed. Users must notify the Recreation and Parks Director or his or her designee if they have closed the fields so other users questioning whether to close their fields can be so advised. Representatives of the Town reserve the right to discontinue play at any time on any field should they determine the conditions to be not suitable for use.

E. Special events. The Town sponsors numerous special events such as sports tournaments, concerts, etc. Every effort shall be made to accommodate such events. Exceptions to the stated policy may be granted for such special events. These exceptions may be granted by the Recreation and Parks Director or the Town Council.

**Facility use rules and regulations.**

A. Use of any active recreation area by any group is authorized by permit only.

- B. Alcoholic beverages or controlled substances of any kind are prohibited.
  - C. Smoking is prohibited on any recreational field owned by the Town. For purposes of this article, the smoking prohibition shall not apply to parking areas surrounding the recreational field.
  - D. Profane, loud, threatening, insulting, indecent and abusive language is prohibited.
  - E. Amplifiers for music, announcements or otherwise shall not be unreasonably loud.
  - F. Athletic fields/facilities may not be used before 8:00 a.m. or after dusk, except where lights are utilized. Lights shall be turned off as per the established schedule in the lighting control system. Groups utilizing fields with lights will be informed of the scheduled shut off time.
  - G. All trash and recycling shall be placed in proper receptacles. Users shall leave the facility in the same condition in which it was found, or better.
  - H. There is a licensed concession stand at Veteran's Park, no other concessions are permitted.
  - I. Warm-ups for the next scheduled event must be performed so as not to interfere with an existing event and so as not to endanger the welfare of all participants, spectators and facilities.
  - J. All managers, coaches, or persons in charge of a group using the fields will be responsible for the conduct of all participants, spectators and others connected with the activity, including visiting teams and opponents.
  - K. Any group that desires additional "port-o-john's" at any town facility must gain approval from the Recreation and Parks Director as well as the Town Council and should the town seek reimbursement, said group shall be responsible for the additional cost(s).
  - L. Clothes shall be changed in rest rooms only.
  - M. All participants, including instructors, coaches, officials and players, shall provide evidence of insurance in such form and amounts as may be required by the Town of Orangetown. (See insurance section below)
  - N. All team sport members shall adhere to the Town's Code of Conduct.
  - O. All league representatives shall be in good standing in the Town Of Orangetown or any other municipality? Participants not in good standing shall not be permitted to participate in organized sports. How is it determined that a representative or participant is not in good standing??
  - P. Any substantial proposed changes to the fields or parks should be submitted to the Recreation and Parks Director to consider their impact upon facility use. This requirement shall include advertising and signs. The placement of all movable items (port-o-johns, portable stands, goals, batting cages, blocking sleds and dummies, temporary fencing, etc.) shall be the responsibility of the Recreation and Parks Director. Signage and all banner placements with the purpose of advertisement shall be reviewed by the Recreation and Parks Committee, and presented to the Council for approval.
- WHAT CHANGES TO FIELDS?
- Q. Dogs are not permitted in Town parks, unless otherwise posted, or unless otherwise permitted for service reasons.
  - R. **Anything herein to the contrary, the use of all Town facilities shall be in accordance with Town Code Article 7A.**

**Field usage schedules and information.**

Field and facility schedules shall be maintained in the offices of the Recreation and Parks Department. Event or team rosters and insurance information will also be maintained in the Recreation and Parks Department. All such information shall be considered public information and will be subject to Freedom of Information Law requests (FOIL), unless and to the extent exempt thereunder.

**Fee schedule and security deposit.**

Fee schedules are available from the Recreation and Parks Department.