

TOWN OF ORANGETOWN  
REGULAR TOWN BOARD MEETING  
TUESDAY, APRIL 12, 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** • 4/26/16 Workshop – USEPA Water Sense Program and Resolution presented by Margie Turrin, Chair on the Rockland County Task Force on Water Resources Management

**PRESENTATIONS**

**TOWN BOARD**

**OPEN PUBLIC HEARING ON PROPOSED LOCAL LAW NO. \_\_\_ OF 2016, AMENDING CHAPTER 18 OF THE TOWN CODE, RELATING TO HAWKING AND PEDDLING**

1. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, the 8:00 p.m. public hearing on a proposed local law, amending Chapter 18 of the Town Code, relating to Hawking and Peddling is hereby opened.

**CLOSE PUBLIC HEARING/PROPOSED LOCAL LAW NO. \_\_\_ 2016, AMENDING CHAPTER 18 OF THE TOWN CODE, RELATING TO HAWKING AND PEDDLING**

2. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, the public hearing on a proposed local law, amending Chapter 18 of the Town Code, relating to Hawking and Peddling is hereby closed.

**TOWN ATTORNEY**

**DESIGNATION OF LEAD AGENCY WITH RESPECT TO PROPOSED LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 18 OF THE TOWN CODE AND DETERMINATION UNDER SEQRA**

- 3. **RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for environmental review with respect to a proposed Local Law No. \_\_ of 2016, amending Chapter 18 of the Town Code entitled "Hawking and Peddling", to create a "Do Not Knock Registry", and miscellaneous, related amendments thereto, and further determines that such action will not have a significant adverse environmental impact, and, therefore, issues a Negative Declaration with respect thereto under the State Environmental Quality Review Act.

**ADOPT LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 18 OF THE TOWN CODE, RELATING TO HAWKING AND PEDDLING**

- 4. **RESOLVED**, that the Town Board hereby adopts proposed Local Law No. \_\_ of 2016, amending Chapter 18 of the Town Code, relating to Hawking and Peddling, creating a Do Not Knock Registry, and making miscellaneous addition changes to said Chapter, as herein below shown.

**LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 18 OF THE TOWN CODE, RELATING TO HAWKING AND PEDDLING**

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

*Section 1:* Chapter 18, § 18-3, entitled "Definitions", shall be amended such that the definitions of "HAWKER AND PEDDLER" and "MERCHANDISING", as amended, shall read as follows:

**HAWKER AND PEDDLER**

As used herein ~~this ordinance~~ shall be deemed to include, unless otherwise herein provided, any person who engages in merchandising any goods, wares, commodities, food and/or beverage products, property (real or personal) or services by going from house to house, place of business to place of business, or in any public street or public place, or by temporarily occupying a room, building or other premises therefor."

MERCHANDISING

As used in this ordinance refers to the selling, bartering or trading, or offering to sell, purchase, barter or trade any goods, wares, commodities (including food and/or beverage products), property (real or personal) or services.

“ESTABLISHED PLACE OF BUSINESS”

As used in this ordinance means a permanent building, store or depository in which or where the person transacts business and deals in the goods, wares, food and/or beverage products, property (real or personal), services or commodities he hawks or peddles in the ordinary and regular course of business.”

*Section 2:* Chapter 18, § 18-4, entitled “Unlawful to hawk or peddle without a license” shall be amended and, as amended, shall read as follows:

The merchandising of any goods, wares, commodities, food and/or beverage products, property (real or personal) or services within the Town of Orangetown without first having obtained a license therefor from the Clerk of the Town is hereby prohibited unless such merchandising is at the personal request of the person solicited.

*Section 3:* Chapter 18, § 18-5, entitled “Exemptions from license” shall be amended and, as amended, shall read as follows:

- B. The holder of a license granted pursuant to Article 4 of the General Business Law of the State of New York;
- I. Any person who is operating a food and/or beverage concession on Town-owned lands, or within a Town-owned park, playground or parklands, under a subsisting license agreement or contract with the Town.

*Section 4:* Chapter 18, § 18-6, entitled “Application for license”, subsection 5 shall be amended, and new subsections “A(8)” and “A(9)” shall be added, which, as amended and added, shall read as follows:

- (5) A description of the goods, wares, food and/or beverage products, services or commodities to be offered for sale, ~~together with a true invoice of their amount, quality and value.~~

. . . .

- (8) All locations within the Town where the applicant intends to conduct his hawking and/or peddling, with enough particularity so as to enable the Town Clerk to render her determination as to the issuance of a license.

- (9) Such other information as may reasonably be requested by the Town Clerk and/or the Town police Department.

*Section 5:* Chapter 18, § 18-7(B), entitled “Granting of license”, shall be amended, and, as amended, shall read as follows:

- (B) Nothing contained in this law, ~~or as amended~~, as same may be amended from time to time, shall permit hawking and peddling where otherwise prohibited by any Federal, State, County or Town law, ordinance, regulation or statute; and the Town Clerk’s issuance of a license under this Hawking and Peddling Ordinance shall be subject to all other applicable Federal, State, County and Town laws, ordinances, regulations and statutes that govern the hawking and/or peddling activities, operations or conduct, and the compliance with such other laws, ordinances, regulations and statutes shall be the responsibility, duty and obligation of the Hawker and Peddler.”

*Section 6:* Chapter 18, § 18-10, entitled “Restrictions”, shall be amended, and, as amended, which shall read as follows:

**§ 18-10. Restrictions.**

A licensed hawker or peddler shall comply with the following restrictions, or be subject to the revocation of his or her license, pursuant to the provisions of § 18-11:

- A. Not willfully misstate the quantity or quality of any article offered for sale.
- B. Not willfully offer for sale any article of an unwholesome or defective nature.
- C. Not call attention to his goods, wares, commodities, food and/or beverage products or services by blowing a horn, by ringing a bell other than a house doorbell, by shouting or crying or by any loud or unusual noise.
- D. Not frequent any street, road or highway in an exclusive nature so as to cause a private or public nuisance.
- E. Keep the vehicle and/or receptacles used by him in the furtherance of his licensed business in a sound, clean and sanitary condition.
- F. Keep his edible articles offered for sale well protected from dirt, dust and insects.
- G. Not remain, stand nor permit any vehicle used by him to remain or stand in one place in any public road, highway, public place or street for more than 10 minutes, nor in front of any premises for any time if the owner or any lessee of the premises objects, nor resume operations during the same business day from

a new location within 1/4 of a mile of said former place or site. This subsection shall not apply to the sale of prepared foods and/or the sale of beverages by vendors licensed by the County of Rockland pursuant to Article 4 of the General Business Law of the State of New York, and otherwise licensed, as may be required, by the Rockland County Department of Health. ~~This subsection shall not apply to the sale of prepared foods and/or the sale of beverages by vendors licensed by the government agencies, bureaus or departments having jurisdiction, including but not limited to the Rockland County Department of Health~~

- H. Not create or maintain any booth or stand or place any barrels, boxes or other obstructions upon any road, public place or street for the purpose of selling or exposing for sale any goods, wares, commodities, food and/or beverage products, or services or merchandise.
- I. Not sell "silly string," or similar-type goods, or snap caps and stink bomb devices, or similar projective devices during a parade or public event in the Town of Orangetown.
- J. Not knock on, ring the doorbell of, enter the yard or driveway of, or otherwise contact any home, homeowner or the occupant or occupants of any home listed on the Town of Orangetown "Do Not Knock Registry" maintained by the Town Clerk's office, and/or which displays the Orangetown "Do Not Knock" decal, for the purpose of hawking or peddling or merchandising.
- K. Not hawk, peddle or otherwise solicit between the hours of 8 pm and 9 am.
- L. Not conduct himself or herself in such a manner likely to unreasonably annoy, alarm or harass an occupant of any house.
- M. Fail to show his or her hawk and peddle license, when requested by any person solicited or any police officer.
- N. Make any material misrepresentation regarding himself or herself, or the entity he or she represents, or the product or service involved on the license application, or while doing business in Town, including but not limited to, whether he or she has been convicted of a crime of dishonesty or moral turpitude.
- O. Otherwise conduct himself or herself in a manner likely to endanger the health, safety or general welfare of the public.

*Section 7:* Chapter 18, §§ 18-14 (Repeal of prior ordinances), 18-15 (Date of effect) and 18-17 (When effective) shall be repealed.

*Section 8:* Chapter 18, shall be amended to add a new § 18-13 and the present § 18-13 (Violations and Penalties) shall be re-numbered § 18-14. The new § 18-13, entitled "No-Knock Registry", shall read as follows:

**§ 18-13 Do Not Knock Registry.**

- A. The Town Clerk shall prepare and maintain a list of addresses where the owner and/or occupant has notified the Clerk that hawking and peddling is not desired (hereinafter referred to as the "Do Not Knock" Registry). Notification shall be by completion of a form available at the Town Clerk's office during normal business hours. The list shall be updated as needed by the Town Clerk.
- B. Any owner and/or occupant requesting to be enrolled on the Do Not Knock Registry, pursuant to subsection A hereof, may also obtain from the Town Clerk a decal for display at his/her/its premises, reflecting the premises enrollment on the Do Not Knock Registry.
- C. The Town Clerk shall make available the then current Do Not Knock Registry to all licensees at the time the license to hawk and peddle is issued or renewed pursuant to the provisions of this article. It shall be a violation of this Chapter for any licensee to hawk or peddle or merchandise at any premises identified on the then current Do Not Knock Registry.

*Section 9:* Chapter 18, § 18-13 (Violations and Penalties), to be re-numbered § 18-14 hereunder, shall be amended, and, as amended shall read as follows:

Any person who shall act as a hawker or peddler as herein defined without a license or who shall violate any of the provisions of this ordinance or who shall continue to act as a hawker or peddler subsequent to the revocation of his license shall be subject to a penalty as follows: ~~guilty of an offense against the Hawking and Peddling Ordinance of the Town of Orangetown and shall be subject to a fine of not less than \$400 and not more than \$1,000~~

- (1) For a first offense, a fine of not less than \$500.00 and not more than \$1,500.00;
- (2) For a second offense within twenty-four months, as measured from occurrence to occurrence, a fine of not less than \$1,500.00 and not more than \$3,500.00; and
- (3) For a third, or more, offense within twenty-four months, a fine of not less than \$3,500.00 and not more than \$10,000.00, or imprisonment not to exceed 30 days, or both.

*Section 10:* Chapter 18, § 18-16 (Invalidity) shall be renumbered as § 18-15.

*Section 11:* Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

**TOWN BOARD**

**RE-OPEN/CONTINUE PUBLIC HEARING ON  
PROPOSED LOCAL LAW NO. \_\_\_\_ OF 2016,  
AMENDING THE TOWN ZONING LAW WITH  
RESPECT TO PROHIBITED USES AND CHANGES  
TO THE TABLE OF GENERAL USE REGULATIONS  
FOR THE “LI” ZONING DISTRICT**

5. **RESOLVED**, that the 8:05 P.M. public hearing on a proposed Local Law that would amend the §§ 4.41, 4.42 and 4.45 of the Town Code of the Town of Orangetown, relating to “Prohibited Uses” and processes, and, further, make changes to the Table of General Use Regulations 43, Attachment 7, Column 2, Permitted Use 9, applicable to the “LI” Zoning District is hereby re-opened and continued.

**CLOSE PUBLIC HEARING ON PROPOSED LOCAL  
LAW NO. \_\_\_\_ OF 2016, AMENDING THE TOWN  
ZONING LAW WITH RESPECT TO PROHIBITED  
USES AND CHANGES TO THE TABLE OF  
GENERAL USE REGULATIONS FOR THE “LI”  
ZONING DISTRICT**

6. **RESOLVED**, that the public hearing on a proposed Local Law that would amend the §§ 4.41, 4.42 and 4.45 of the Town Code of the Town of Orangetown, relating to “Prohibited Uses” and processes, and, further, make changes to the Table of General Use Regulations 43, Attachment 7, Column 2, Permitted Use 9, applicable to the “LI” Zoning District is hereby continued to Tuesday, \_\_\_\_\_.

**TOWN BOARD**

**APPROVE/ELECTED & APPOINTED OFFICIALS  
HOURS/NYS RETIREMENT SYSTEM**

7. **BE IT RESOLVED**, that the Town of Orangetown hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Elected/appointed Official Title	Name	Registration Number (last 4 social security #)	Standard Work Day Hrs/day	Term Begins/Ends	Participates Employer's Time Keeping System	Days/Month (based on record of activities)	Record Not Submitte d
ACABOR member	Brian Terry	6090584-1 (1496)	7	11/5/14- 12/31/2016	no	0.72	
Zoning Board Member	Patricia Castelli	4332551-3 (3860)	7	01/1/13- 12/31/17	no	1.5	
HABOR member	Walter Scott Wheatley	3683288-9 (6951)	7	03/25/14- 12/31/17	no	2.0	

**BE IT FURTHER RESOLVED**, that this Resolution shall be posted for at least 30 days and a certified copy of the resolution shall be filed by the Clerk with the Office of the State Comptroller



**TOWN BOARD**

**REVOCABLE LICENSE AGREEMENT BETWEEN  
THE TOWN OF ORANGETOWN AND ROCKLAND  
FILMING CAMPUS, LLC, WITH RESPECT TO  
TOWN OWNED LANDS, FORMERLY A PART OF  
THE ROCKLAND PSYCHIATRIC CENTER**

8. **WHEREAS**, the Town of Orangetown is a municipal corporation duly created under the laws of the State of New York, having offices located at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter the "TOWN"), and the Owner of certain lands, formerly a part of the Rockland Psychiatric Center, identified as a portion of Tax Lot \_\_\_\_\_ on the Tax Map of the Town of Orangetown, all as shown on the annexed Schedule "A"; and

**WHEREAS**, ROCKLAND FILMING CAMPUS, LLC, is a domestic Limited Liability Company, having offices at 29 Kline Street, Harrington Park, New Jersey 07640 (hereinafter "ROCKLAND FILMING"); and,

**WHEREAS**, the TOWN and ROCKLAND FILMING are in discussions concerning the possible sale of the Premises by the TOWN to ROCKLAND FILMING for development and use as a film production studio complex; and

**WHEREAS**, in evaluating whether to make an offer to purchase the Premises from the TOWN, ROCKLAND FILMING, as part of its due diligence, will have to make a significant monetary investment; and

**WHEREAS**, ROCKLAND FILMING is prepared to make such an investment, provided, for a limited period of time, the TOWN agrees not to enter into an agreement to sell the Premises to another party; and

**WHEREAS**, in order to induce the TOWN to enter into this agreement, in the nature of a revocable license for a limited period, with no commitment on the part of the TOWN to sell, or obligation on the part of ROCKLAND FILMING to purchase, ROCKLAND FILMING is prepared to compensate the TOWN,

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER CONSIDERATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

1. **Consideration and Term of License.**

Commencing April 15, 2016, and on the 15<sup>th</sup> day of each month thereafter, up to a *maximum* period of six (6) consecutive months, unless earlier terminated by either party upon no less than sixty (60) days written notice, ROCKLAND FILMING shall pay to the TOWN the sum of EIGHT THOUSAND SIX HUNDRED DOLLARS (\$8,600.00) for each month, or portion of each month, in consideration of which the TOWN shall not sign an agreement for the sale or lease of the Premises to another party during such period.

2. **The Parties' Obligations During the Term of the Agreement.**

(a) ROCKLAND FILMING'S Obligations. On or before the expiration of the fifth (5th) month of this Agreement, ROCKLAND FILMING shall develop and present to the TOWN a comprehensive proposal for its purchase and development of the Premises for use as a film production studio complex. Such comprehensive proposal shall include, at a minimum:

i) ROCKLAND FILMING'S total financial offer for the purchase and/or long-term lease of the Premises, or any part thereof, including:

- the direct monetary payment to be paid to the TOWN at Closing; and
- a detailed description and value of any non-monetary consideration to, or for the benefit of, the TOWN, *i.e.*, walking path / park with amenities, land set-aside for Town Hall, etc. (In this regard, the cost of required remediation of existing buildings and/or other structures on the Premises, the real property tax benefits to the TOWN, and similar such items required for ROCKLAND FILMING'S own use of the Premises should not be included.)

ii) A business/feasibility plan, demonstrating, to the TOWN'S satisfaction, that the contemplated use of the Premises as a film production studio complex is a financially viable use, and that ROCKLAND FILMING has the financial ability to purchase and develop the Premises for such a use.

(b) TOWN'S Obligations. Subject to ROCKLAND FILMING'S timely periodic payment of the fee set forth above, the TOWN agrees that, during the first five (5) months of this Agreement, it shall not sign an agreement for the sale or lease of the Premises to any party other than ROCKLAND FILMING.

Notwithstanding the aforesaid, nothing herein is intended, nor shall same be construed, to prevent, or in any way to limit, the TOWN'S right to meet, and/or to solicit or receive offers from any other prospective purchaser during the term of this Agreement.

(c) Review Period. Provided ROCKLAND FILMING shall have timely submitted a proposal as described at ¶ 2(a), the TOWN shall have thirty (30) days measured from the receipt thereof to consider such proposal, throughout which time (subject to ROCKLAND FILMING'S continued

payment of the stated monthly fee) the TOWN shall not sign an agreement for the sale or lease of the Premises to a third party.

(d) Expiration of this Agreement. Unless extended, modified or supplanted by a different agreement, in writing, by the parties, this Agreement shall expire without further action of the parties upon the passage the earlier of (i) five (5) months, if no proposal to purchase is submitted; or (ii) the thirtieth (30<sup>th</sup>) day following submission of such proposal. In no event shall this Agreement survive beyond six months from the date of execution, unless extended, in writing, by the parties.

(e) No Commitment By Either Party. Nothing herein is intended, nor shall same be construed, as a commitment by either party to undertake any further or future course of action with the other upon the expiration of the review period.

**3. Access to the Premises / Insurance / Indemnification.**

(a) Access. Throughout the period of this Agreement, upon reasonable notice to the Town Superintendent of Parks, Recreation and Buildings, ROCKLAND FILMING, it's officers, employees, and agents shall be permitted access to the Premises, including all structures thereon (other than tunnels or other confined spaces) for any visual inspection that it, in its judgment, may be required in furtherance of its obligations hereunder.

In clarification of the aforesaid, and in light the limited purpose of this Agreement, it is expressly understood and agreed that under no circumstances shall ROCKLAND FILMING, or any person or entity acting with, or on behalf of, ROCKLAND FILMING, engage in any inspection, test, procedure, process or other invasive activity, of any kind, which physically disturbs or alters, in any manner, or to any extent, the physical condition of the Premises or any building or structure thereon.

(b) Insurance / Indemnification. The TOWN expressly reserves the right to condition access to the Premises by, or on behalf of, ROCKLAND FILMING, upon proof that it has procured liability insurance coverage of the type(s), and in the amounts, as may be required by the TOWN, in its sole discretion, to protect the TOWN from and against any claim, damage or liability of any kind or nature as a result of ROCKLAND FILMING'S presence on the Premises, naming the Town as an additional insured thereon.

In addition to, and independent of, any insurance coverage or obligation that may exist, ROCKLAND FILMING expressly agrees to defend, save, indemnify and hold harmless the TOWN, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding, regardless of origin or nature, arising out of ROCKLAND FILMING'S performance, operation, carrying-out, execution or conducting of any aspect of this Agreement, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability, and whether or not a negligent act or omission is claimed, and ROCKLAND FILMING agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or, at the option of the TOWN, shall, at ROCKLAND FILMING'S own expense, defend any and all such actions.

This indemnification provision shall survive the expiration or other termination of this Agreement.

**4. Safe and Prudent Activity.**

ROCKLAND FILMING agrees that its activities under this License will be performed in a lawful, prudent and safe manner, in accordance with all federal, state or local laws or regulations as may apply, and will not unreasonably interfere with the normal activities of the TOWN or any third-party present on the Premises with the TOWN'S permission or acquiescence, or otherwise as permitted by law or agreement.

**5. No Property Rights in Premises.**

ROCKLAND FILMING expressly acknowledges and agrees that neither the signing of this Agreement nor any activity undertaken, or expense incurred, by it in furtherance of this Agreement's limited purpose shall give ROCKLAND FILMING any property right or other interest, of any kind or nature, in the Premises.

ROCKLAND FILMING further agrees that it shall not file for any reason, under any circumstance, any lien, notice of lien, action or proceeding or claim of any nature which has the effect of encumbering the Premises, or the TOWN'S title to, or interest in, the Premises.

**6. Notices.**

All notices hereunder to the respective parties will be in writing and will be served by personal delivery or by prepaid, express mail (next day) via a reputable courier service, or by prepaid, registered or certified mail, addressed to the respective parties at their addresses set forth below. Any such notice to the Town or the Company will be deemed to be given and effective: (i) if personally delivered, then on the date of such delivery, (ii) if sent via express mail (next day), then one (1) business day after the date such notice is sent, (iii) if sent by registered or certified mail, then three (3) business days following the date on which such notice is deposited in the United States mail addressed as aforesaid, or (iv) if sent by telecopy, then at the time and on the date set forth on the telecopy confirmation sheet, provided that if the time of delivery is after 5:00 p.m. Eastern Time, delivery shall be deemed given on the next Business Day. Copies of all notices will be sent to the following:

**If to the TOWN:**

Town of Orangetown  
Town Hall  
26 Orangeburg Road  
Orangeburg, New York 10962  
Attn: Town Supervisor

**If to ROCKLAND FILMING CAMPUS, LLC**

ROCKLAND FILMING CAMPUS, LLC

29 Kline Street

Harrington Park, New Jersey 07640

Attn: Eugene A. Camali

**7. Miscellaneous Provisions.**

(a) No Waiver. The failure of the TOWN to insist upon the strict performance of any of the provisions, terms, promises, conditions and covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the TOWN may have, and shall not be deemed a waiver of any subsequent breach, violation or default of any such provisions, terms, promises, conditions or covenants herein contained.

(b) Severability. If any term, provision, covenant, promise or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this Agreement shall be valid and remain in full force and effect.

(c) No Automatic Renewal or Extension. Nothing herein contained shall be deemed or construed so as to create an automatic renewal or extension of the Term of this Agreement.

(d) Governing Law / Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and any action or other proceeding brought in connection herewith shall be filed and prosecuted in the Supreme Court of the State of New York, in the County of Rockland.

(e) No Third Party Beneficiaries. This Agreement is for the sole benefit of the named parties and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

(f) Recording. Neither this Agreement nor any document referenced in this Agreement shall be recorded in any public office by or on behalf of either party, except that a copy of same shall be filed in the Office of the Town Clerk.

(g) Headings. All Section headings contained in this Agreement are inserted only as a matter of convenience and reference and shall not be construed to define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

**8. Modification.**

This Agreement contains the complete and entire agreement made between the TOWN and ROCKLAND FILMING, and may not be modified, changed or revised orally or in any other manner other than by an agreement, in writing, signed by all of the parties or their respective successors in interest.

**9. Authority to Execute.**

By affixing their signatures hereto, the executing parties represent and acknowledge that each has the authority to do so and to bind the entity for which it signs. The authority for the Town Supervisor, or his designated representative, to do so is as a result of Town Board Resolution # \_\_\_ of 2016.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed by their authorized officers and have caused their corporate or business entity seals to be affixed hereto.

TOWN OF ORANGETOWN

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

Andrew Y. Stewart, Supervisor

\_\_\_\_\_

Date

**1.**

**2. ROCKLAND FILMING CAMPUS, LLC**

**3. By: \_\_\_\_\_**

**4. Eugene A. Camali,  
Date**

**5.**

**6. Acknowledgements**

RTBM April 12, 2016

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

On the \_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a notary public in and for the State, appeared ANDREW Y. STEWART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a notary public in and for the State, appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**TOWN BOARD**

**AUTHORIZE AGREEMENT WITH SUEZ/RATE  
CASE MUNICIPAL CONSORTIUM**

9. **WHEREAS**, SUEZ has applied to the New York State Public Service Commission for major rate increases that would harm town resident taxpayers and the town budget, and a strong advocacy effort on behalf of ratepayers is essential to making sure the New York State Public Service Commission makes a balanced and well-informed decision, therefore,

**RESOLVED**, authorize the Supervisor to execute an agreement for Orangetown to join the SUEZ Rate Case Municipal Consortium, coordinated by attorney, Daniel Duthie, at a cost not to exceed \$7,894.00.

**FINANCE**

**APPROVE RETENTION OF O'CONNOR DAVIES,  
LLP FOR AUDIT OF 2014-15 AND 2015-16  
SCHOOL TAX COLLECTION**

10. **RESOLVED**, that the Town Board hereby approves the retention of O'CONNOR DAVIES, LLP to conduct an audit of the 2014-15 and 2015-16 school tax collection cycles, at a cost not to exceed \$10,000.00, subject to the execution by the Supervisor of a professional services agreement in a form suitable to the Town Attorney.



**FINANCE**

**APPROVE TOWN BUDGET ADJUSTMENTS FOR 2015**

11. **RESOLVED**, that the Town Board approves the following Budget Adjustments for 2015 as recommended by our auditors:

**Town of Orangetown**  
**General Fund Amended Budget Lines**  
**2015**

	<u>Final Budget</u> Positive (Negative)
<b>GENERAL GOVERNMENT SUPPORT</b>	
Shared services	(46,956)
Receiver of Taxes	(36,147)
Buildings	(29,710)
Bond issuance costs	(28,850)
Engineer	(15,913)
Town Clerk	(11,374)
Assessor	(10,950)
Election chargebacks - County	(10,047)
Supervisor	(10,013)
Independent audit	(7,400)
Board of Assessment Review	(2,400)
	(209,760)
<b>PUBLIC SAFETY</b>	
Control of animals	(1,007)
Substance abuse education	(63,669)
	(64,676)
<b>HEALTH</b>	
Substance Abuse Council	(1,683)

	(1,683)
<b>TRANSPORTATION</b>	
Highway garage	<u>(9,585)</u>
	(9,585)
<b>ECONOMIC OPPORTUNITY AND DEVELOPMENT</b>	
Veterans' services	<u>(1,000)</u>
	(1,000)
<b>CULTURE AND RECREATION</b>	
Recreation administration	<u>(2,299)</u>
Special recreation facilities	<u>(50,954)</u>
Celebrations	<u>(28,509)</u>
	(81,762)
<b>HOME AND COMMUNITY SERVICES</b>	
Sanitation	<u>(10,664)</u>
Housing Authority	<u>(17,085)</u>
	<u>(27,749)</u>
Total increase to above budget lines	396,215
<b>EMPLOYEE BENEFITS</b>	
Hospitalization and dental insurance	<u>(396,215)</u>
	<u>(396,215)</u>
Total decrease to Hospitalization and dental insurance budget line	(396,215)

**Town of Orangetown**  
**TOV Fund Amended Budget Lines -**  
**Police**  
**2015**

	<u>Final Budget Positive (Negative)</u>
<b>GENERAL GOVERNMENT SUPPORT</b>	
Mobility tax	(1,302)
<b>PUBLIC SAFETY</b>	
Police	(835,025)
Auxiliary police	2,122
<b>EMPLOYEE BENEFITS</b>	
State retirement	71,317
Social security	70,779
Life insurance	30,815
Hospitalization and dental insurance	483,108
Unemployment benefits	(2,327)
Increase in Fund Balance usage	(180,513)

**Town of Orangetown**  
**TOV Fund Amended Budget Lines -Other**  
**2015**

	Final Budget Positive (Negative)
<b>REVENUES</b>	
Departmental income	<u>54,606</u>
<b>GENERAL GOVERNMENT SUPPORT</b>	
Mobility tax	(645)
<b>PUBLIC SAFETY</b>	
Safety inspection	36,602
<b>TRANSPORTATION</b>	
Street lighting	(158,586)
<b>HOME AND COMMUNITY SERVICES</b>	
Zoning board of appeals	(7,648)
Planning board	(3,070)
Architectural and community board of review	1,332
Refuse and garbage	(3,249)
Shade trees	2,981
<b>EMPLOYEE BENEFITS</b>	
State retirement	6,739
Social security	12,788
Hospitalization and dental insurance	55,150

Unemployment benefits	<u>3,000</u>
Increase in Departmental Income Budget	<u><u>(54,606)</u></u>

**Town of Orangetown**  
**Highway Fund Amended Budget Lines**  
**2015**

Final Budget  
 Positive  
 (Negative)  


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**EXPENDITURES**

Transportation	
General Repairs	<u>(\$154,907.00)</u>
Total over budget lines	(\$154,907.00)

**EMPLOYEE BENEFITS**

Hospitalization and dental insurance	\$154,907.00
To increase over budget lines by Employee Benefits underbudget lines	<u><u>\$154,907.00</u></u>

**Deme Fund Amended Budget Lines**

**2015**

	Final Budget Positive (Negative)
<b>REVENUES</b>	
Departmental income	91,367
<b>EXPENDITURES</b>	
<b>General government support</b>	
General Fund for services	2,412
<b>Home and community services</b>	
Sewer administration	19,166
Sewage collection and industrial pre-treatment	(262,773)
Sewage treatment and disposal	(72,588)
Employee benefits	
State retirement	33,255

Social security	42,006
Hospitalization and dental insurance	147,155
	<hr/>
Increase in Departmental Income Budget	(91,367)
	<hr/> <hr/>

**HIGHWAY**

**APPROVE AID/32<sup>ND</sup> ANNUAL JAKE AMMAN FISHING CONTEST/MESSAGE BOARD**

- 12. RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department to lend assistance which includes the use of the Message Board for the 32nd annual Jake Amann Fishing Contest on Sunday, April 17, 2016 (rain date: April 24, 2016) from 10 am to 3 pm.

**AUTHORIZE/JAMES J. DEAN/STEPHEN F. MUNNO/MICHAEL YANNAZZONE/KARL BOHN/ATTEND 2016 ASSOCIATION OF TOWNS HIGHWAY SCHOOL/ITHACA, NY**

- 13. RESOLVED**, that the Town Board hereby authorizes James J. Dean, Stephen F. Munno, Michael Yannazzone and Karl Bohn to attend the "Association of Towns Highway School" in Ithaca, NY, on June 6-8, 2016 at a cost of \$1,687.00, with \$300.00 charged to Account No. A.5010.441 and \$1,387.00 charged to Account D.5110.457.

**AUTHORIZE/JAMES J. DEAN/STEPHEN F. MUNNO, ANTHONY LIMANDRI, AND THOMAS IACOBELLIS/ATTEND APWA NORTH AMERICAN SNOW CONFERENCE/HARTFORD, CT**

- 14. RESOLVED**, that the Town Board hereby authorizes James J. Dean, Stephen F. Munno, Anthony Limandri, Thomas Iacobellis to attend the American Public Works Association's "North American Snow Conference", Hartford, CT on May 22-25, 2016, at a cost of \$3,570.00, charged to Account No. D.5142.457.

**HIGHWAY**

**APPROVE ADOPT-A-ROAD PROGRAM  
APPLICATION/ROCKLAND CEMETARY/SECTION  
OF KINGS HIGHWAY FROM ROUTE 303 TO  
HICKEY STREET IN SPARKILL, NY**

15. **RESOLVED**, that the Town Board hereby approve the Adopt-A-road Program Application submitted by Rockland Cemetary for the section of Kings Highway from Route 303 to Hickey Street in Sparkill, NY.

**AUTHORIZE THE LOCAL-MATCH/HOMES FOR  
HEROES GREEN INNOVATION GRANT  
PROGRAM (GIGP)/NYSEFC**

16. **WHEREAS**, the Town of Orangetown has applied to the Environmental Facilities Corporation ("EFC") for eligibility for funding from the Green Innovation Grant Program to finance the cost of the Homes For heroes Green Innovation Project; and

**WHEREAS**, the Town of Orangetown received confirmation from the EFC that the Homes For heroes Green Innovation Project is eligible for 90% reimbursement of the total cost of the Project, up to \$994,445.00, with a 10% local fund match; and

**NOW, THEREFORE BE IT:**

**RESOLVED**, that the Supervisor of the Town of Orangetown is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for Green Innovation Grant Program (GIGP) Funding, on behalf of the Town of Orangetown with the New York State Environmental Facilities Corporation (EFC), and is further

**RESOLVED**, that in addition to the Town Supervisor the following municipal titles: Superintendent of Highways, Director of Department of Environmental Management and Engineering and Director of Finance, are also hereby authorized to execute any necessary agreements or certifications on behalf of the Town of Orangetown, with NYSEFC, and is further

**RESOLVED**, that the Town of Orangetown authorizes and appropriates a minimum of 10% local match as required by the Green Innovation Grant Program (GIGP) for the Town of Orangetown Homes For Heroes Green Innovation Project. Under the GIGP Program, this local match must be at least 10% of the total actual project costs. The source of the local match, and **any amount in excess of the match**, shall be funded through "In Kind" services provided by the Town of Orangetown using its Legal, Technical, Administrative and Labor Force Accounts. The maximum local share shall not exceed \$99,444.50 based upon a total estimated maximum project cost of \$994,445.00. The Town of Orangetown Supervisor may increase this local match through the use of "In Kind" services without further approval from the Town of Orangetown.



**PARKS AND RECREATION**

**REQUEST FOR PROPOSALS/ARCHITECTURAL  
AND PLANNING SERVICES – NEW TOWN HALL**

17. **RESOLVED**, that the Town Board hereby approves the release of a Request For Proposals for planning and architectural services for the location and design of a new Town Hall building/complex.

**APPROVE 2016 PARK USE FEE SCHEDULE**

18. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, the following 2016 Park Use Fee Schedule is hereby adopted:

**Town of Orangetown Department of Recreation and Parks**

**2016 Fee Schedule**

**PROPOSED**

<b>Orangetown Youth Groups 2.5 hrs. (softball 2 hrs.)</b>		
<b>Location</b>	<b>2015 Fee</b>	<b>2016 Fee</b>
Field/Courts/Rink w/o Light Use	No Charge	No Charge
Softball Fields/Courts w/Lights	\$20.00	\$20.00
Baseball Fields w/Lights	\$30.00	\$30.00
In-Line Rink w/Lights	\$20.00	\$20.00
Athletic Sports Camps (for profit)	--	\$50.00 hr.

<b>Orangetown Adult Groups and Leagues 2.5 hrs. (softball 2 hrs.)</b>		
<b>Location</b>	<b>2015 Fee</b>	<b>2016 Fee</b>
Softball Fields w/o Lights	\$40.00	\$40.00
Softball Fields w/Lights	\$65.00	\$65.00

Baseball Fields w/Lights	\$50.00	\$50.00
Baseball Fields w/Lights	\$75.00	\$75.00
Athletic Fields/Courts w/o Lights	\$40.00	\$40.00
Athletic Fields/Courts w/Lights	\$65.00	\$65.00
College Field Use w/o Lights	\$300.00 3 hrs.	\$300.00 3 hrs.
College Field Use w/Lights	\$350.00 3 hrs.	\$350.00 3 hrs.
In-Line Rink Use w/o Lights	\$40.00	\$40.00
In-Line Rink Use w/Lights	\$65.00	\$65.00

Artificial Turf Field				
Location	Resident 2015	Resident 2016	Non-Resident 2015	Non-Resident 2016
Soccer Complex w/o lights	\$140.00 per hr.	\$140.00 per hr.	\$280.00 per hr.	\$280.00 per hr.
Soccer Complex w/ lights	\$155.00 per hr.	\$155.00 per hr.	\$310.00 per hr.	\$310.00 per hr.

General Fees		
Location	2015 Fee	2016 Fee
Park Permit for General Use	\$35.00 Plus Labor	\$35.00 Plus Labor
Showmobile Use Fee	\$350.00 per event/day plus Labor	\$400.00 per event/day plus Labor
Greenbush Auditorium (outside groups)	\$45.00	\$45.00
Court Room (outside groups)	\$45.00	\$45.00
Commercial Filming/Photography on Parkland	---	\$100.00 per. hr.

**POLICE**

**ACCEPT/RESIGNATION/RETIREMENT/  
DETECTIVE ROBERT GOLDRICK/POLICE DEPT**

19. **RESOLVED**, that the Town Board accept with regret, the resignation/retirement of Det. Robert Goldrick from the Orangetown Police Department effective March 31, 2016.

**OBZPAE**

**GRANT PERMISSION/DIRECTOR OF OFFICE OF BUILDING, ZONING, PLANNING, ADMINISTRATION AND ENFORCEMENT/ATTEND THE NYS FLOODPLAIN MANAGERS ASSOCIATION/15TH ANNUAL MEETING/SARATOGA SPRINGS, NY/MAY 16-18, 2016**

20. **RESOLVED**, that permission is hereby granted for the Director of the Office of Building, Zoning, Planning Administration and Enforcement to attend the New York State Floodplain Managers Association being held at Saratoga Springs, NY from May 16-18, 2016 at a total cost of \$720 of which \$270 is to be charged to account number B.3620.441.17 and \$450.00 to B.3620.480.17.

**DEME**

**APPROVE/SEWER WORK 2016/CERTIFICATE OF REGISTRATION**

21. **RESOLVED**, that upon the recommendation of the Town Attorney and the Commissioner of the Department of Environmental Management and Engineering, a Certificate of Registration for 2016 Sewer Work is approved to:

**W. Harris & Son, Inc.**, 37 West Washington Avenue, Pearl River, NY 10965

**Environmental Construction, Inc.**, 21 Holt Drive, Stony Point, NY 10980

**First Rate Landscaping & Construction**, P.O. Box 1212, New City, NY 10956

**PERSONNEL**

**ACCEPT WITH REGRET/RETIREMENT/JOSEPH GRASSO/PARKS AND RECREATION**

22. **RESOLVED**, that the Town Board accept with regret the retirement of Joseph Grasso, Groundswoker, Parks & Recreation, effective January 2, 2016.

**PERSONNEL**

**APPOINT/PATRICIA QUINN/PRINCIPAL CLERK  
TYPIST/PERMANENT/POLICE DEPARTMENT**

23. **RESOLVED**, that upon the recommendation of Rockland County Personnel, appoint Patricia Quinn to the position of Principal Clerk Typist, permanent, from EL #12010 (PROM), effective April 13, 2016, no change in salary.

**APPOINT/ANTHONY BEVELACQUA/DIRECTOR  
OF AUTOMATED SYSTEMS/IT DEPARTMENT**

24. **RESOLVED**, that upon the recommendation of Rockland County Personnel, appoint Anthony Bevelacqua to the position of Director of Automated Systems, Grade 21, Step 2, permanent, from EL#15089 (PROM), effective April 13, 2016, no change in salary.

**APPOINT STEPHANIE TASSELLO/ASSISTANT  
ACCOUNT KEEPING SUPERVISOR/FINANCE  
DEPARTMENT**

25. **RESOLVED**, that upon the recommendation of the Human Resources Coordinator, appoint Stephanie Tassello to the position of Assistant Account Keeping Supervisor, provisional, Grade 15, Step 2 at a salary of \$69,135.00, effective April 13, 2016.

**NEW BUSINESS:**

**TOWN ATTORNEY**

**SET PUBLIC HEARING ON PROPOSED LOCAL  
LAW NO. \_\_ OF 2016, AMENDING CHAPTER  
30A OF THE TOWN CODE, RELATING TO  
INDUSTRIAL WASTES**

26. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, set a public hearing on a proposed local law, amending Chapter 30A of the Town Code, relating to Industrial Wastes, for May 3, 2016, at 8:00 p.m.

**PARKS AND RECREATION**

**APPROVE AID/PEARL RIVER HOOK AND  
LADDER LADIES AUXILIARY/ CRAFT FAIR/MAY  
1<sup>ST</sup>, 2016/  
USE OF PORT-O-JOHNS**

27. **RESOLVED**, that the Town Board hereby authorizes the Parks Department to lend assistance which includes the use of one (1) ADA compliant port-o-john and two (2) regular port-o-johns for the Pearl River Hook and Ladder Ladies Auxiliary for the Craft Fair on Sunday, May 1<sup>st</sup>, 2016, from 10 a.m. to 4 p.m.

**HIGHWAY**

**APPROVE AID/PEARL RIVER HOOK AND  
LADDER LADIES AUXILIARY/ CRAFT FAIR/MAY  
1<sup>ST</sup>, 2016/USE OF MESSAGE BOARD AND  
TRASH BARRELS**

28. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department lend assistance to the Ladies Auxiliary of the Pearl River Hook and Ladder Company which includes the use of the Message Board and trash barrels for the Craft Fair & Flea Market on Sunday, May 1, 2016 from 10 a.m to 4 p.m.

**TOWN CLERK**

**ACCEPT/RECEIVE/FILE/ TOWN CLERK’S OFFICE**

29. RESOLVED, that the following documents are accepted, received and filed in the Town Clerk’s Office:
1. February 2, 2016, February 23, 2016, and March 8, 2016 Workshop minutes; February 9, 2016, March 1, 2016, and March 15, 2016 Regular Town Board Meeting minutes; and March 10, 2016, and March 18, 2016 Special Town Board Meeting minutes.
  2. Orangeburg Library, Tappan Library, Palisades Library and Blauvelt Library 2016 Agreements, Bylaws and Insurances.
  3. Applied Golf-Blue Hill, LLC / 2016-2018 Agreement for the restaurant at the Blue Hill Golf Course.
  4. Tappan Fire District – Annual Financial Report for Year Ended 12/31/15.
  5. Ramland Road South/BNM Properties - Drainage easement and Hold Harmless agreement for 37 Ramland Road South.
  6. 2016 Memorandum of Understanding between the NY Sharks Aquatics and the Town.
  7. 2016 Agreement between CANDLE and the Town.
  8. 2016 Agreement between Symprocity and the Town.
  9. Illegal Sewer Connections-Quarterly Progress Report (3/29/16)/Consent Order # R3-2009030337.

**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 **\$ 1,719,881.84.**

Adjournments at \_\_\_p.m. in memory of: ● Lincoln Cowell, Rockland Arborist  
● Martha Mian, Orangeburg

TOWN OF ORANGETOWN

DATE: April 12, 2016

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	031616	\$ 88,948.46 Utilities, Postage & Gentile
	033016	\$ 274,264.70 Utilities & Applied Golf
	41116	\$ 6,909.16
	41216 1	\$ 10,717.34 Litigation settlement, reimbursed insurance
	41216	\$ 1,339,042.18
	Total	\$ 1,719,881.84

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Andrew Stewart

#1-4

## **DO NOT KNOCK REGISTRY TO BE ADDED TO TOWN HAWKING AND PEDDLING LAW**

Here is a basic explanation of the proposed amendment to the Orangetown Hawking and Peddling law:

- Like most towns we have long had restrictions on door-to-door solicitation. Any salesman has to get a permit from the Town Clerk, they have to get fingerprinted by the police. If they violate the terms of the permit, the town can revoke the permit.
- That's what we already do. But we've recently been getting a lot of complaints from people dealing with aggressive salesman asking them to switch cable providers, or sell their home or lots of stuff. So we are proposing a few changes to protect the peace and quiet of our residents.
- The big one is to create a "Do Not Knock Registry" so that any town resident who wants to opt out of any contact with commercial solicitors can do that. Any one will be able to sign up for free with the Town Clerk, who will maintain a list of addresses that may not be visited by commercial solicitors. The list will be shared with solicitors at the time of their permit application and any vendors will be told not to approach these homes or their permit will be revoked.
- Residents who sign up for the 'Do Not Knock' registry can also request a free sticker from the Town Clerk that can be displayed at their place of residence or business to alert solicitors that the address is on the 'Do Not Knock' registry.
- Other towns in NY and NJ have enacted "Do Not Knock" registries but to our knowledge, this is the first in Rockland.
- We're also clarifying that asking to buy something (like a house) from a resident is considered soliciting, just as much as offering to sell them something, and we're increasing penalties for repeat offenders of the law.
- None of this applies to political or religious speech (which courts have said is protected) or to members of local social groups (Girl Scouts, American Legion posts, etc) who are going door to door to raise money for their group. They have never needed permits, and won't be impacted by these changes.

Andrew Y. Stewart, PhD  
Supervisor  
Town of Orangetown  
26 Orangeburg Rd  
Orangeburg, NY 10962  
845-359-5100 x2261  
845-359-2623 FAX  
[astewart@orangetown.com](mailto:astewart@orangetown.com)



# 1-# 4/

**LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 18  
OF THE TOWN CODE, RELATING TO HAWKING AND PEDDLING**

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

*Section 1:* Chapter 18, § 18-3, entitled “Definitions”, shall be amended such that the definitions of “HAWKER AND PEDDLER” and “MERCHANDISING”, as amended, shall read as follows:

**HAWKER AND PEDDLER**

As used herein this ordinance shall be deemed to include, unless otherwise herein provided, any person who engages in merchandising any goods, wares, commodities, food and/or beverage products, property (real or personal) or services by going from house to house, place of business to place of business, or in any public street or public place, or by temporarily occupying a room, building or other premises therefor.”

**MERCHANDISING**

As used in this ordinance refers to the selling, bartering or trading, or offering to sell, purchase, barter or trade any goods, wares, commodities (including food and/or beverage products), property (real or personal) or services.

**“ESTABLISHED PLACE OF BUSINESS**

As used in this ordinance means a permanent building, store or depository in which or where the person transacts business and deals in the goods, wares, food and/or beverage products, property (real or personal), services or commodities he hawks or peddles in the ordinary and regular course of business.”

*Section 2:* Chapter 18, § 18-4, entitled “Unlawful to hawk or peddle without a license” shall be amended and, as amended, shall read as follows:

The merchandising of any goods, wares, commodities, food and/or beverage products, property (real or personal) or services within the Town of Orangetown without first having obtained a license therefor from the Clerk of the Town is hereby prohibited unless such merchandising is at the personal request of the person solicited.

*Section 3:* Chapter 18, § 18-5, entitled “Exemptions from license” shall be amended and, as amended, shall read as follows:

- B. The holder of a license granted pursuant to Article 4 of the General Business Law of the State of New York;

- I. Any person who is operating a food and/or beverage concession on Town-owned lands, or within a Town-owned park, playground or parklands, under a subsisting license agreement or contract with the Town.

*Section 4:* Chapter 18, § 18-6, entitled “Application for license”, subsection 5 shall be amended, and new subsections “A(8)” and “A(9)” shall be added, which, as amended and added, shall read as follows:

- (5) A description of the goods, wares, food and/or beverage products, services or commodities to be offered for sale, ~~together with a true invoice of their amount, quality and value.~~
- . . . .
- (8) All locations within the Town where the applicant intends to conduct his hawking and/or peddling, with enough particularity so as to enable the Town Clerk to render her determination as to the issuance of a license.
- (9) Such other information as may reasonably be requested by the Town Clerk and/or the Town police Department.

*Section 5:* Chapter 18, § 18-7(B), entitled “Granting of license”, shall be amended, and, as amended, shall read as follows:

- (B) Nothing contained in this law, or as amended, as same may be amended from time to time, shall permit hawking and peddling where otherwise prohibited by any Federal, State, County or Town law, ordinance, regulation or statute; and the Town Clerk’s issuance of a license under this Hawking and Peddling Ordinance shall be subject to all other applicable Federal, State, County and Town laws, ordinances, regulations and statutes that govern the hawking and/or peddling activities, operations or conduct, and the compliance with such other laws, ordinances, regulations and statutes shall be the responsibility, duty and obligation of the Hawker and Peddler.”

*Section 6:* Chapter 18, § 18-10, entitled “Restrictions”, shall be amended, and, as amended, which shall read as follows:

**§ 18-10. Restrictions.**

A licensed hawker or peddler shall comply with the following restrictions, or be subject to the revocation of his or her license, pursuant to the provisions of § 18-11:

- A. Not willfully misstate the quantity or quality of any article offered for sale.
- B. Not willfully offer for sale any article of an unwholesome or defective nature.

- C. Not call attention to his goods, wares, commodities, food and/or beverage products or services by blowing a horn, by ringing a bell other than a house doorbell, by shouting or crying or by any loud or unusual noise.
- D. Not frequent any street, road or highway in an exclusive nature so as to cause a private or public nuisance.
- E. Keep the vehicle and/or receptacles used by him in the furtherance of his licensed business in a sound, clean and sanitary condition.
- F. Keep his edible articles offered for sale well protected from dirt, dust and insects.
- G. Not remain, stand nor permit any vehicle used by him to remain or stand in one place in any public road, highway, public place or street for more than 10 minutes, nor in front of any premises for any time if the owner or any lessee of the premises objects, nor resume operations during the same business day from a new location within 1/4 of a mile of said former place or site. This subsection shall not apply to the sale of prepared foods and/or the sale of beverages by vendors licensed by the County of Rockland pursuant to Article 4 of the General Business Law of the State of New York, and otherwise licensed, as may be required, by the Rockland County Department of Health. ~~This subsection shall not apply to the sale of prepared foods and/or the sale of beverages by vendors licensed by the government agencies, bureaus or departments having jurisdiction, including but not limited to the Rockland County Department of Health~~
- H. Not create or maintain any booth or stand or place any barrels, boxes or other obstructions upon any road, public place or street for the purpose of selling or exposing for sale any goods, wares, commodities, food and/or beverage products, or services or merchandise.
- I. Not sell "silly string," or similar-type goods, or snap caps and stink bomb devices, or similar projective devices during a parade or public event in the Town of Orangetown.
- J. Not knock on, ring the doorbell of, enter the yard or driveway of, or otherwise contact any home, homeowner or the occupant or occupants of any home listed on the Town of Orangetown "Do Not Knock Registry" maintained by the Town Clerk's office, and/or which displays the Orangetown "Do Not Knock" decal, for the purpose of hawking or peddling or merchandising.
- K. Not hawk, peddle or otherwise solicit between the hours of 8 pm and 9 am.
- L. Not conduct himself or herself in such a manner likely to unreasonably annoy, alarm or harass an occupant of any house.

M. Fail to show his or her hawk and peddle license, when requested by any person solicited or any police officer.

N. Make any material misrepresentation regarding himself or herself, or the entity he or she represents, or the product or service involved on the license application, or while doing business in Town, including but not limited to, whether he or she has been convicted of a crime of dishonesty or moral turpitude.

O. Otherwise conduct himself or herself in a manner likely to endanger the health, safety or general welfare of the public.

Section 7: Chapter 18, §§ 18-14 (Repeal of prior ordinances), 18-15 (Date of effect) and 18-17 (When effective) shall be repealed.

Section 8: Chapter 18, shall be amended to add a new § 18-13 and the present § 18-13 (Violations and Penalties) shall be re-numbered § 18-14. The new § 18-13, entitled "No-Knock Registry", shall read as follows:

**§ 18-13 Do Not Knock Registry.**

A. The Town Clerk shall prepare and maintain a list of addresses where the owner and/or occupant has notified the Clerk that hawking and peddling is not desired (hereinafter referred to as the "Do Not Knock" Registry). Notification shall be by completion of a form available at the Town Clerk's office during normal business hours. The list shall be updated as needed by the Town Clerk.

B. Any owner and/or occupant requesting to be enrolled on the Do Not Knock Registry, pursuant to subsection A hereof, may also obtain from the Town Clerk a decal for display at his/her/its premises, reflecting the premises enrollment on the Do Not Knock Registry.

C. The Town Clerk shall make available the then current Do Not Knock Registry to all licensees at the time the license to hawk and peddle is issued or renewed pursuant to the provisions of this article. It shall be a violation of this Chapter for any licensee to hawk or peddle or merchandise at any premises identified on the then current Do Not Knock Registry.

Section 9: Chapter 18, § 18-13 (Violations and Penalties), to be re-numbered § 18-14 hereunder, shall be amended, and, as amended shall read as follows:

Any person who shall act as a hawker or peddler as herein defined without a license or who shall violate any of the provisions of this ordinance or who shall continue to act as a hawker or peddler subsequent to the revocation of his license shall be subject to a penalty as follows: ~~guilty of an offense against the Hawking and Peddling~~

#1-#4

~~Ordinance of the Town of Orangetown and shall be subject to a fine of not less than \$400 and not more than \$1,000~~

- (1) For a first offense, a fine of not less than \$500.00 and not more than \$1,500.00;
- (2) For a second offense within twenty-four months, as measured from occurrence to occurrence, a fine of not less than \$1,500.00 and not more than \$3,500.00; and
- (3) For a third, or more, offense within twenty-four months, a fine of not less than \$3,500.00 and not more than \$10,000.00, or imprisonment not to exceed 30 days, or both.

*Section 10:* Chapter 18, § 18-16 (Invalidity) shall be renumbered as § 18-15.

*Section 11:* Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

#5-116

**LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 43, § 4.4, OF THE ZONING LAW OF THE TOWN OF ORANGETOWN RELATING TO PROHIBITED USES**

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

*Section 1:* Chapter 43 §§ 4.41, 4.42 and 4.45 of the Town Code, relating to Prohibited Uses throughout the Town of Orangetown, is hereby amended to include additional uses and processes, and otherwise to clarify the nature and extent of the prohibition in the context of all such uses and processes determined to be inconsistent with the general health, safety and welfare of residents of the Town. As amended, the said sections of the Code shall read as follows:

§ 4.4 Prohibited uses.

The uses which are listed in this section are prohibited in the Town.

4.41 "Manufacturing" as defined in § 11.2, uses involving primary production of the following products from raw materials: asphalt, cement, charcoal and fuel briquettes; chemicals, solvents and similar such materials, including benzene, toluene, xylene, aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (manufactured and natural) of an explosive nature, potash, plastic materials and synthetic resins, pyroxylin, rayon yarn and hydrochloric, nitric, phosphoric, picric and sulphuric acids; coal, coke and tar products, including gas manufacturing; explosives; fertilizers; gelatin, glue and size (animal); linoleum and oilcloth; matches; paint, varnishes and turpentine; rubber (natural or synthetic); soaps, including fat rendering; and starch.

4.42 "Manufacturing", as defined in § 11.2, which involves the following processes: nitrating of cotton or other materials; milling or processing of flour, feed or grain; magnesium foundry; reduction, refining, smelting and alloying of metal or metal ores; refining secondary aluminum; refining petroleum products, such as gasoline, kerosene, naphtha and lubricating oil; distillation of wood or bones; and reduction and processing of wood pulp and fiber, including paper mill operations; waste gasification.

\* \* \*

4.45 Dumps; junkyards; sewage treatment plants; waste gasification and similar such facilities; incinerators not accessory to a principal use; and sanitary landfill operations not accessory to a principal use; except any of the above when municipally owned and operated.

Comment [JE1]: Remove per Town Board discussion at Workshop meeting on 5/12

#5-#6

*Section 2:* The Table of General Use Regulations to the Town Zoning Code, established under Chapter 43, § 3.11, applicable to the "LI" zoning District, 43 Attachment 7, Col. 2, Permitted Use 9, shall be amended, and, as amended, shall read as follows:

Uses Permitted by Right

2

.....

- 9. All types of Manufacturing, Light Manufacturing and Laboratory and Research Facilities (except "manufacturing", as specifically prohibited in § 4.4), subject to, and in compliance with, the performance standards procedure, § 4.12, and additional use regulations.

*Section 3:* This amendment to Town Code § 4.4 shall not apply to any existing use or to any proposed use or project that, on the date of enactment, has received site development plan approval, to the extent of, and in accordance with, such approval.

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

**Comment [JE2]:** Removed per Town Board discussion at May 12 Workshop meeting

## MUNICIPAL CONSORTIUM IN OPPOSITION TO SUEZ WATER NY RATE INCREASES

		Budget for Legal Services		
Task		Number of Hours		
		Low	Probable	High
1	Review Filing Testimony + Exhibits approximately 1000 pages	20	30	40
2	Review pre-filing discovery	15	20	30
3	Conduct discovery, review discovery of other parties	60	70	80
4	Attend Technical Conference	3	5	7
5	Attend Scheduling Conference	2	3	4
6	Conferences with Parties	30	40	50
7	Preparation of Testimony and Exhibits	30	40	50
8	Review of O&R Rebuttal Testimony	10	20	30
9	Conduct discovery of rebuttal testimony	20	30	40
10	Prepare cross examination and trial exhibits	20	30	40
11	Attend evidentiary hearing in Albany	24	32	40
12	Attend Public Statement Hearings (local)	8	12	16
13	Participate in Settlement Negotiations	30	40	50
14	Draft Initial Brief to ALJ or Statement on Joint Proposal	30	40	50
15	Draft Reply Brief to ALJ or Opp. Statement to JP	15	20	25
16	Review Recommended Decision	4	6	8
17	Prepare Brief on Exceptions	25	35	45
18	Prepare Brief Opposin Exceptions	10	15	20



49

19	Review Final Order and Draft Memo	10	15	20
		366	503	645
Hourly Rate	\$285.00	\$104,310	\$143,355	\$183,825

**Proposed Cap \$160,000**

	Participation	Cap	
Rockland County	1	\$15,000	\$15,000
5 Towns	5	\$10,000	\$50,000
14 Villages	14	\$2,500	\$35,000
8 Schools	8	\$5,000	\$40,000
RC Sewer District #1	1	\$10,000	\$10,000
RC Solid Waste Authority	1	\$10,000	\$10,000
Rockland County	1	\$15,000	\$15,000
		Total	\$175,000

Apportioned according to Population (see below)

**Rockland County Towns**

	Population	Percentage	Cap
Clarkstown	84,187	27.01%	\$ 13,505
Haverstraw	36,634	11.75%	\$ 5,877
Orangetown	49,212	15.79%	\$ 7,894
Ramapo	126,595	40.62%	\$ 20,308
Stony Point	15,059	4.83%	\$ 2,416
<b>Total</b>	<b>311,687</b>	<b>100.00%</b>	<b>\$ 50,000</b>

Ref: [http://en.wikipedia.org/wiki/Rockland\\_County,\\_New\\_York](http://en.wikipedia.org/wiki/Rockland_County,_New_York)

#12

# Memorandum

DATE: March 16, 2016

TO: Kim Allen, Administrative Secretary

CC: Andy Stewart, Supervisor  
Charlotte Madigan, Town Clerk  
Teresa Accetta-Pugh, Deputy Town Clerk

FROM: Helen Wilson

RE: 32<sup>nd</sup> Annual Jake Amann Fishing Contest

---

Please place the following item on the April 5, 2016, Town Board Workshop:

The Pearl River Rotary Club requests the Message Board from the Orangetown Highway Department for Sunday, April 17, 2016 with a rain date of Sunday, April 24, 2016.

It will take place at Veteran's Memorial Park, Orangeburg, from 10 am to 3pm and is open to children from ages 7 thru 16.

Thank you.

Doreen Buonadonna

#13

**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@orantown.com



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

RECEIVED MAR 31 2016

March 29, 2016

TO: Kim Allen  
CC: Janice Ganley  
From: Lori Jones  
RE: 2016 Highway School  
Request Permission

Permission is hereby requested for the personnel listed on the attached form to attend the 2016 Highway School in Ithaca, N.Y., June 6<sup>th</sup> to June 8<sup>th</sup>. Please have this request placed on the next Town Board Workshop of April 5<sup>th</sup>, to be approved on the Regular Town Board Meeting of April 12<sup>th</sup>.

Lj

Attachment



#13

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

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

REQUESTING DEPARTMENT: HIGHWAY DEPT. DATE: 3/29/16

NAME(S) OF PERSON(S) TO ATTEND: JAMES J. DOAN, STEPHEN F. MUNNO, MICHAEL YANNAZZONE, KARL BOHN

CONFERENCE, ETC. - NAME & LOCATION: 2016 ASSOCIATION OF TOWNS HIGHWAY SCHOOL, ITHACA, N.Y.

CONFERENCE, ETC. DATE(S): JUNE 6 TO 8, 2016

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

LEGAC ISSUES, INFRASTRUCTURE MAINTENANCE, DEPARTMENTAL MANAGEMENT, ETC.

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: JUNE 2015

ESTIMATED EXPENSES:

Table with columns: Item, Charge to: Schls & Confs, Charge to: Travel Exp\*, Total. Rows include Registration Fee, Lodging, Meals, Travel, Other, and Total.

\*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$

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

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

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

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

REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE:

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: Date: Retain photocopy for file.

#14

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

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



**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**

119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-mail - highwaydept@orangetown.com

## Memorandum

**DATE:** March 31, 2016  
**TO:** Town Board  
**FROM:** James J. Dean, Superintendent of Highways  
**RE:** Authorize Travel – APWA North American Snow Conference

Please place the item listed below on the Town Board Workshop Agenda for Tuesday, April 5, 2016.

“Authorize James J. Dean, Stephen Munno, Anthony Limandri, Thomas Iacobellis to attend the American Public Works Association North American Snow Conference, Hartford, CT and May 22-25, 2016, for a cost of \$3,570.00.”

Kj



#14

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

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

REQUESTING DEPARTMENT: Highway Department DATE: March 4, 2016

NAME(S) OF PERSON(S) TO ATTEND: James J Dean, Superintendent of Highways, Stephen F. Munno, Senior Administrative Assistant, Anthony Limandri, RMS1, Thomas Iacobellis, (Auto) Supervisor

CONFERENCE, ETC. - NAME & LOCATION: 2016 American Public Works Association North American Snow Conference, Connecticut Convention Center, Hartford, CT

CONFERENCE, ETC. DATE(S): May 22-25, 2016

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

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: April, 2011

ESTIMATED EXPENSES:

Item	Charge to:	Charge to:	Total
		Travel Exp*	
Registration Fee	\$ 2,000.00	\$ 70.00	\$2,070.00
Lodging	900.00		900.00
Meals	600.00		600.00
Travel			
Other			
Total	\$ 3,500.00	\$ 70.00	\$ 3,570.00

\*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$

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

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

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

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

REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE:

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: Date: Retain photocopy for file.

#15

**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: Kimberly Allen, Administrative Secretary  
FROM: Stephen F. Munno, Senior Administrative Assistant  
DATE: March 23, 2016  
RE: Adopt-A-Road

---

Please place the following resolution on the April 5, 2016, Town Board Workshop Agenda.

**RESOLVED, that the Adopt-A-Road Program Application submitted by Rockland Cemetery, for the section of Kings Highway from Route 303 to Hickey Street in Sparkill, NY, is approved.**

Should you have any questions or need further information, please feel free to call me.

SFM



#17

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

**Request for Proposal**

**Architectural and Space Planning Services**

**KEY DATES**

Listed below are the important dates and times by which actions must be taken or completed. If the Town of Orangetown finds it necessary to change any of these dates, it will be accomplished by addendum.

- |                               |                          |
|-------------------------------|--------------------------|
| 1. Release of RFP             | April <del>15</del> 2016 |
| 2. Pre-Bid Site Visit         | + 14 days                |
| 3. Questions Due              | + 18 days                |
| 4. Responses to Questions     | + 21 days                |
| 5. Proposals Due              | + 28 days @ 10:00 a.m.   |
| 6. Proposal Opening (Public?) | + 28 days @ 11:00 a.m.   |
| 7. Interviews with Bidders    | + 35-42 days             |
| 8. Award of Contract          | + 50 days                |



**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

**Section I**

**Request for Proposal  
Architectural and Space Planning Services**

The Town of Orangetown requests proposals to be submitted for the following purpose and in accordance with each of the following terms and conditions:

**1. Purpose**

The Town of Orangetown, "Town" seeks an agreement with a qualified individual, firm, or corporation, "Respondent", to provide professional architectural and space planning services, "Services". Services shall encompass the space design and building estimating phases of the project. As such, the Town seeks a conceptual design of a new town hall (Town Hall). The design is anticipated to encompass approximately 25,000 SF in additional space to the existing 25,000 SF old side "Old Side" of Town Hall resulting in a two story structure with a total area of 50,000 SF. This requires an evaluation of the existing Old Side to determine its structural integrity to determine if the construction of a second story is possible or if demolition and new construction is required. The Town seeks to coordinate the space design to include the relocation of off-site personnel into the expanded or new office space with the existing furniture systems.

In summation, this request for proposal (RFP) solicits Respondents to provide Services, construction options and economic feasibility assessment services in conjunction with the Town's need for major renovation or replacement of the Old Side of Town Hall.

**2. Scope of Work:**

The Town seeks to consolidate staff and function to accommodate the need for centralized, efficient services by relocation off-site departments to Town Hall. Project includes but is not limited to relocating the Building Department and, possibly, Parks and Recreation Department to Town Hall along with reconfiguring existing personnel office space currently occupying the Old Side. As noted above, the space design is anticipated to encompass approximately 50,000 square feet. Feasibility of moving Town Hall to a new location on town-owned land at the

#17

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

Rockland Psychiatric Center should be considered as well, in light of the full cost of moving the police department, offset by possible sale of the existing town offices at 26 Orangeburg Rd.

**3. Planning Meetings:**

Successful Respondent shall participate in a series of space requirement meetings with Town staff from various departments.

Successful respondent shall assess the Town's spaces to determine the most favorable balance of shared work areas, private work stations and private offices.

Assessment of outdoor space needs in terms of parking, green areas including development of these functions in the future.

Assessment shall consider space design to accommodate anticipated growth, security and storage needs; e.g., digital storage.

Planning shall evaluate and include existing office furniture systems into new space design and determine additional furniture needs.

**4. Design:**

Successful Respondent shall develop Services to accommodate the following:

The Town is seeking experienced architectural and space planning professionals to assist in feasibility analysis, planning and conceptual design of a new Town Hall. The Town anticipates the need to replace the existing Old Side of Town Hall with either a new or expanded building that will accommodate existing functions plus the Building Department and possibly the Parks Department. Basic questions to be answered include:

Assessment of Town Hall personnel needs during construction to include on-site trailers, rented office space or construction of a new community center butler building, off-site, which could serve as office space for Parks Department after vacated by Town Hall employees during a hypothetical 12-18 month construction process of the new or expanded facility.

Evaluate and include examples and cost estimates for office furniture systems and furnishings for the new office space.

Assessment shall consider the Town's selected space to determine the most favorable balance between shared work areas, private work stations, and private offices. The assessment should consider space design to accommodate anticipated growth.

#17

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

Provide cost and savings estimates as appropriate throughout analysis

Create conceptual drawings of new Town Hall and related parking lots.

Comment on best practices in Town Hall design and how this conceptual design will provide outstanding value to Town residents and employees.

**Section II**

**Proposal Requirements and Information**

**1. Time Schedule**

All Respondents are hereby advised of the following schedule and will be expected to adhere to the requirements dates and times.

Event	Date
Release of RFP	April __, 2016
Pre-Bid Site Visit	+ 14 days
Questions Due	+ 18 days
Responses to Questions	+ 21 days
Proposals Due	+ 28 days @ 10:00 a.m.
Proposal Opening (Public?)	+ 28 days @ 11:00 a.m.
Interviews with Bidders	+ 35 – 42 days
Award of Contract	+ 50 days

**2. Due Date**

#17

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

All proposals are due, in their entirety no later than 10:00 a.m. on [REDACTED] Late proposals will not be accepted.

**3. Address**

Proposals shall be delivered in a sealed envelope, clearly marked:

**Response to RFP – Architectural and Space Planning Services** and addressed to:

Town of Orangetown

Attention: Town Clerks Office  
26 Orangeburg Rd.  
Orangeburg, NY 10962

**4. Questions**

Prospective Respondents requiring clarification or further information in the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions with a cover page clearly marked **“Questions Relating to RFP – Architectural and Space Planning Services”** via email at: [agorton@orangetown.com](mailto:agorton@orangetown.com) or by fax at: (845) 359-6991 or mail to:

Town of Orangetown  
Attention: Town Clerks Office  
26 Orangeburg Rd.  
Orangeburg, NY 10962

All questions must be received in writing by 5:00 p.m. on [REDACTED] Question and answer sets will be provided to all prospective Respondents without identifying the submitters.

**5. Copies**

The prospective Respondent should submit one original and six (6) legible copies of its proposal. The original proposal must be marked “Original Copy.” All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to legally bind the proposing Respondent. All additional proposal sets may contain photocopies of the original package.

17  
#

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

**6. Minimum Contents of Proposal**

At the sole discretion of the Town, a proposal may be eliminated from consideration, if it fails to contain each of the following provisions or to provide justification satisfactory to the Town for its exclusion:

**a. Respondent**

Identification of the prospective Respondent, including the name of the firm submitting the proposal, its mailing address, telephone number, e-mail and contact person for the proposal.

**b. Management**

Identification by name of the lead personnel the Respondent proposes to assign to the project. Contract terms will not permit substitution of lead personnel without prior written approval from the Town.

**c. Personnel**

For each individual the prospective Respondent proposes to assign to the project (excluding administrative support), the Respondent must provide a summary of similar work or projects performed, a resume and a statement indicating Respondent's planned responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified. Individuals assigned to the engagement must have experience and expertise in architectural and space planning services. The Respondent must provide a list of any outstanding litigation in which the Respondent is a named party. The Town, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the project.

**d. Related Experience**

Prospective Respondent shall provide the Town with a listing of similar architectural and space planning services provided in this RFP. Specifically, the list must include three examples of projects in which the Respondent is/was responsible for the oversight of architectural and space planning projects. The listing should include:

- Title of project
- Name of the entity
- Brief description of the project
- Name and telephone number of the entity's contracting officer.

# 17

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

By furnishing this information, the prospective Respondent gives permission to the Town to contact these entities regarding the prospective contractors past performance.

If the Respondent is newly organized entity, a listing of projects completed by lead personnel during previous employment may be acceptable.

**e. Subcontracts**

The prospective Respondent must list any subcontractors it plans to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the project, in accordance with subparagraphs (b) and (c) in this section.

**f. Methodology**

The proposal shall include a description of the prospective Respondent's overall approach to providing services described in Section I of this RFP. Additionally, the proposal must include a specific project approach that includes the following:

- A statement describing relevant experience in architectural and space planning that demonstrates the ability to accomplish the scope of services described in this RFP.
- Specific steps the Respondent will take in order to provide the services for each of the phases described in Section I of this RFP.
- Each phase should identify the specific approach to be used in completing the project phase, a proposed time schedule for the completion of each phase, specific methods to be used for completing each phase and planned resources allocated to each phase including sub-contractors to be used to complete each phase.
- Proposals should also include the approach to be used to monitor timelines, performance and cost.

**g. Cost**

The proposal shall include a quotation of charges the Town will incur related to this project. The proposal should include a separate cost component for each objective by phase. These cost components must project the total number of hours required to produce the deliverable and contain a cost quotation for all personnel and sub-contractors that will be used to produce the deliverables.

**Town of Orangetown  
Department of Parks, Recreation  
& Building Maintenance  
RFP – Architectural and Space Planning Services**

**7. Other Contents of Proposal**

The prospective Respondent may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein and on completeness and clarity of content.

Proposals must be complete in all respects and submitted by dates and times shown in Section II, Item 1 of this RFP. A proposal may, in the sole discretion of the Town, be rejected if it is conditional, incomplete or it contains any alterations of form or other irregularities.

**8. Public Disclosure of Proposal**

All proposals will become the property of the Town and will be available to the public for review after the contract is awarded. Proprietary information in the proposals will remain confidential permitted by law. To prevent its release to the public the Respondent must indicate



2007  
Kevin A. Nulty  
Chief of Police

Robert Zimmerman  
Police Captain

**Police Department  
Town of Orangetown  
Headquarters  
One Police Plaza  
Orangeburg, N.Y. 10962**

In Emergency Dial "911"

Tel. 845-389-3700  
Adm. Fax 845-389-3728  
Records Fax 845-389-4389  
Detective Fax 845-389-3733

Email Orangetownpolice@Yahoo.com

Blauvelt \* Nanuet \* Nyack \* Orangeburg \* Fallanden \* Pearl River \* Snodens Landing \* Sparkill \* Tappan \* Upper Grandview

**Sent/Email**

March 16, 2016

Andrew Stewart, Supervisor  
Members of the Town Board  
Town of Orangetown

RE: RTBM April 12, 2016  
Retirement- Det. Robert Goldrick

Gentlemen:

Please include the following item on the agenda for action at the Regular Town Board Meeting of April 12, 2016.

"Accept with regret, the resignation/retirement of Det. Robert Goldrick from the Orangetown Police Department effective March 31, 2016."

Please feel free to contact me if you have any questions regarding this matter.

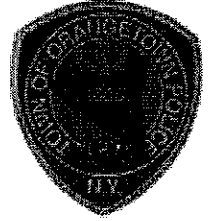
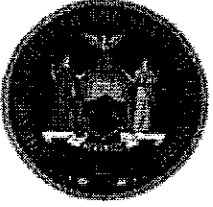
Respectfully,

Kevin A. Nulty  
Chief of Police

CC: Charlotte Madigan, Town Clerk  
Mr. Jeff Bencik, Finance Director  
Donna Morrison- Human Resource Coordinator  
Personnel File- Det. Robert Goldrick



#19



**Orangetown Police Department**  
1 Police Plaza Orangeburg, New York 10962

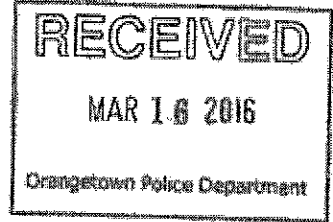
Det. Robert Goldrick – Detective Division

845-359-2121 ext. 522 FAX 845-359-3783

Blauvelt – Upper Grand View - Nauraushton - Nyack - Orangeburg - Palisades - Pearl River - Sneden's Landing - Sparkill - Tappan

March 15, 2016

Orangetown Police Department  
1 Police Plaza  
Orangeburg, New York 10962  
Attention: Chief of Department, Chief Kevin Nulty



Chief Nulty,

I don't think I ever thought this day would come and I am still having a hard time believing it. Please accept this letter of retirement from the position of Detective effective, March 31, 2016. My last day with the Orangetown Police Department will be on March 30, 2016.

Over the past 40 plus years I have been fortunate enough to accomplish many career goals. It has been a privilege working with the men and women of the Orangetown Police Department; day after day they are the ones on the front line making a difference. The most rewarding part of my career has been working in the detective bureau. The detectives are the devoted unsung heroes that ultimately get the mission accomplished.

Please feel free to contact me if you wish to discuss any further details of my pending retirement.

Thank you for everything.

Respectfully,  
*Detective Robert Goldrick*  
Detective Robert Goldrick



#20

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

JOHN GIARDIELLO, P.E.  
Director

(845) 359-8410

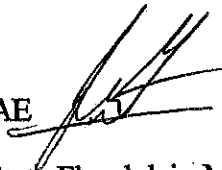
Fax: (845) 359-8526

**MEMORANDUM**

**DATE:** March 30, 2016

**TO:** Kim Allen, Supervisors Administrative Secretary

**CC:** Charlotte Madigan, Town Clerk  
Teresa Pugh, Deputy Town Clerk  
Finance Office

**FROM:** John Giardiello, PE, Director OBZPAE 

**RE:** Permission to attend the New York State Floodplain Managers Association  
Fifteenth Annual Meeting May 16-18, 2016

Please place the following item on the next Town Board Agenda:

**RESOLVED**, that permission is hereby granted for the Director of the Office of Building, Zoning, Planning Administration and Enforcement to attend the New York State Floodplain Managers Association Fifteenth Annual Meeting being held at Saratoga Springs, NY from May 16-18, 2016 at a total cost of \$720 of which \$270 is to be charged to account number B.3620.441.17 and \$450 to B.3620.480.17.

JG

#20

# NEW YORK STATE

Floodplain and Stormwater Managers Association

FIFTEENTH ANNUAL MEETING | SARATOGA SPRINGS, NEW YORK | MAY 16-18, 2016

## Agenda Overview

### Monday, May 16

- 8:00 AM - 9:00 AM Registration – Backstretch Lobby
- 9:00 AM - 4:00 PM Win Room – **The NFIP, An Overview** - Jen Marcy, CFM, Atkins. Lunch is included. *(While coffee will be provided, please be sure to grab your own breakfast prior to the class!)*
- 1:00 PM - 4:00 PM Show Room - **New York State CRS Users Group Meeting**  
**(FREE AND OPEN TO ALL).**  
Facilitated by Janet Thigpen, CFM - Southern Tier Central Regional Planning and Development Board & Jacob Tysz, CFM, - Atkins  
*This meeting will provide a format for sharing information and experiences related to the Community Rating System (CRS) program.*

### Tuesday, May 17

#### Morning Sessions

- 8:00 AM - 9:00 AM Registration and Continental Breakfast – Backstretch Lobby
- Concurrent Workshops. Select only one!**
- 9:00 AM - 12:00 PM Show Room- **Introduction to the National Flood Insurance Program** - William Nechamen, Chief, Floodplain Management Section, New York State Department of Environmental Conservation
- 9:00 AM - 12:00 PM Place Room – **Floodplain Restoration Advanced Training Workshop** – Roy Schiff & Jim MacBroom, Milone & MacBroom and Evan Fitzgerald, Fitzgerald Environmental Associates
- 9:00 AM - 12:00 PM Win Room – **Emergency Stream Intervention & Reducing Storm Impacts on Streams**  
Michael W. Lovegreen, Stream Team Leader - Upper Susquehanna Coalition

# NEW YORK STATE

Floodplain Management Association

FIFTEENTH ANNUAL MEETING | SARATOGA SPRINGS, NEW YORK | MAY 16-18, 2016

## Tuesday, May 17 (continued)

### Afternoon Sessions

12:00 PM - 1:30 PM Win Room- Lunch for CFM Exam Participants and for Workshop participants not on Bus Tour.

#### Concurrent Activities Select only one!

12:30 PM - 5:00 PM Bus Tour - **Saratoga and Lake George Area Stormwater and Floodplain Points of Interest**  
(Included box lunch and bus loading will be in the Backstretch Lobby)

1:30 PM - 4:30 PM Show Room - **Disaster Preparedness for Building Code/Floodplain Officials**  
Colleen Flynn, CFM, Schoharie County Office of Emergency Services

1:30 PM - 5:30 PM Place Room - **Introduction to Unmanned Aerial Systems (UAS) Flight Operations for Mapping**  
Benjamin H. Houston & Matthew Mercurio, GISP, Spatial Analytix, LLC

1:30 PM - 4:30 PM Win Room - **Certified Floodplain Manager (CFM) Exam**  
Registration and separate payment through Association of State Floodplain Managers (note, there is no student discount on CFM exam) - [www.floods.org](http://www.floods.org)

### Evening Activity

6:30 PM - 9:00 PM Complimentary Evening Social with exhibitors in Daily Double Ballroom.  
Also! **Stream Table Demonstration** by Larry Kasden  
**PLEASE VISIT YOUR CONFERENCE EXHIBITORS!!**

SPONSORED BY:



# NEW YORK STATE

Floodplain and Stormwater Managers / Association

FIFTEENTH ANNUAL MEETING | SARATOGA SPRINGS, NEW YORK | MAY 16-18, 2016

## Wednesday, May 18

- 8:00 AM - 9:00 AM Registration and Continental Breakfast – Backstretch Lobby
- 9:00 AM - 9:15 AM Welcome - Daily Double Ballroom
- 9:15 AM - 9:45 AM ***The New York State Community Risk and Resiliency Act: Mainstreaming Climate Change***  
Mark Lowery, New York State Office of Climate Change
- 9:45 AM - 10:15 AM ***Designing Flood Resilient Waterfronts to Inspire People, Protect Natural Resources, and Promote Economic Development***  
Libby Zemaitis, Climate Outreach Specialist, Hudson River Estuary Program, New York State Department of Environmental Conservation
- 10:15 AM - 10:45 AM ***How Do I Measure Resilience? Let Me Count the Ways...***  
Jen Marcy, CFM - Atkins
- 10:45 AM - 11:00AM BREAK - PLEASE VISIT YOUR CONFERENCE EXHIBITORS!!
- 11:00 AM - 11:30AM ***The CRS Hat Trick: Guiding Three Communities into the Community Rating System***  
Carl Patrick Davis, CFM – Supervisor, Town of Middletown, New York
- 11:30 AM - 12:00 PM ***Vermont's No Adverse Impact Approach: Protecting our Natural Ecosystem Assets for Flood Hazard Protection***  
Rebecca Pfeiffer, CFM – Floodplain Manager/Assistant NFIP Coordinator
- 12:00 PM - 1:15 PM LUNCH — Daily Double Ballroom
- Keynote Speaker**  
***The Proposed New York State Flood Risk Management Standard***  
William Nechamen, Chief, - Floodplain Management Section,  
New York State Department of Environmental Conservation
- Comments on the ASFPM Foundation
- 1:15 PM – 1:45PM Election of Officers – Treasurer’s Report – Website - Other Business
- 1:45 PM – 2:00 PM **LAST CHANCE TO VISIT YOUR CONFERENCE EXHIBITORS!!**

# NEW YORK STATE

Floodplain and Structural Mitigation Engineers Association

FIFTEENTH ANNUAL MEETING | SARATOGA SPRINGS, NEW YORK | MAY 16-18, 2016

## Wednesday, May 18 - AFTERNOON BREAKOUT SESSIONS

	Costs and Benefits of Structural/Non-Structural Mitigation <i>Win Room</i>	Natural & Beneficial Functions <i>Place Room</i>	Coastal <i>Show Room</i>
2:00 - 2:30	Evaluating the Costs and Benefits of Floodplain Protection Activities in Waterbury, VT & Willsboro, NY, Lake Champlain Basin <i>Roy Schiff, PhD, PE, - Milone &amp; MacBroom</i>	Trees for Tribes – Replanting New York's Tributaries for Restoration and Resilience <i>Sarah Walsh, Natural Heritage Trust/ NYSDEC</i>	Fire Island Inlet to Moriches Inlet Stabilization Project as an Interim Measure of the Fire Island Inlet to Montauk Point Reformulation Study – <i>Andy Fara, NYSDEC</i>
2:30 - 3:00	Pascack Brook Flood Mitigation By-Pass Culvert <i>Ken Avery and Joe VanKerhove - Bergmann Associates</i>	A Flood Resilience Screening Tool: The Vermont River Sensitivity Coarse Screen <i>Roy Schiff, PhD, PE, - Milone &amp; MacBroom</i>	New York State's Coastal Erosion Management Program – <i>Matt Calabus, NYSDEC</i>
3:00-3:15 BREAK			
	Education and Outreach <i>Win Room</i>	Post-Flood Recovery <i>Place Room</i>	Mapping <i>Show Room</i>
3:15 - 3:45	The River Roadshow: Getting Your Message Out With A Stream Table - <i>Larry Kasden - Vermont Ottauquechee Natural Resources Conservation District</i>	Code Enforcement Disaster Assistance Response (CEDAR) program - <i>Eric C. Bradshaw - NYS Department of State</i>	Why FIRMs Should Be Updated as Your Community Evolves - <i>Curtis Smith, Stantec &amp; Andrew Martin, FEMA</i>
3:45 - 4:15	Coordinating with Local Officials in Floodplain Management and Mitigation in the NYC Watershed - <i>Aaron Bennett, Ulster County</i>	Planning for Flood Recovery and Long-Term Resilience - <i>Jayne Breschard Thomann, AICP, CFM - Genesee/Finger Lakes Regional Planning Council</i>	Modeling Storms - The State of the Art - <i>Paul O. Guillet, P.E., CFM - C. T. Male Assoc.</i>
4:15 - 4:45	FEMA's Map Service Center: An Untapped Community Resource - <i>Jacob Tysz - Atkins</i>	Rebuilding after a Flood - <i>Kenneth A. Jennison, CFM</i>	New York Statewide Elevation Program - <i>Jeff Langella - NYS Office of Information Technology Services - GIS Program Office</i>

#21



**TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM**

---

DATE: March 11, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

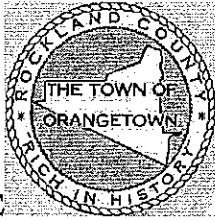
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The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having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

W. HARRIS & SON, INC.  
 37 West Washington Avenue  
 Pearl River, NY 10965  
 Tel.: 845-735-3428

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 5, 2016 and the Regular Town Board Meeting agenda scheduled for April 12, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
 encl.



#21

**TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM**

---

DATE: March 11, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

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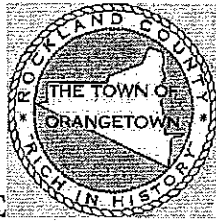
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

Environmental Construction, Inc.  
21 Holt Drive  
Stony Point, NY 10980  
Tel.: 845-429-0497

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 5, 2016 and the Regular Town Board Meeting agenda scheduled for April 12, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
encl.





TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

---

DATE: April 1, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

---

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

FIRST RATE LANDSCAPING & CONSTRUCTION  
P.O. Box 1212  
New City, NY 10956  
Tel.: 845-786-2101

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 5, 2016 and the Regular Town Board Meeting agenda scheduled for April 12, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
encl.

**LOCAL LAW NO. \_\_\_ OF 2016, AMENDING CHAPTER 30A  
OF THE TOWN CODE, RELATING TO INDUSTRIAL WASTES**

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

*Section 1:* Chapter 30A of the Town Code of the Town of Orangetown (Industrial Wastes), at § 3A, entitled "Definitions; word usage" shall be amended to add the following new subsections to the definition of the term "SIGNIFICANT NONCOMPLIANCE (SNC)", which, as amended, shall read as follows:

**SIGNIFICANT NONCOMPLIANCE (SNC)**

The occurrence of ~~either, or both,~~ any of the following:

- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all of the measurements taken for the same pollutant parameter during a six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(1)
- (2) Technical review criteria (TRC) violations, defined here as those in which 33% or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(1), multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease and 1.2 for all other pollutants except PH).
- (3) Any other violation of a Pretreatment Standard or Requirement (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW determines has caused, alone or in combination with other Discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public);
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;
- (5) Failure to meet, within 90 days of the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

#26

- (6) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (7) Failure to accurately report noncompliance;
- (8) Any other violation or group of violations, which may include a violation of Best Management Practices, which the POTW determines will adversely affect the operation or implementation of the local Pretreatment program.

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

#27

RECEIVED APR 08 2016



INCORPORATED 1903

**LADIES AUXILIARY  
OF THE  
PEARL RIVER HOOK AND LADDER COMPANY No. 1, INC.**  
P.O. BOX 1124  
PEARL RIVER, N.Y. 10965

OFFICE OF  
President

April 7, 2016

Mr. Andy Stewart  
Town Supervisor  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Mr. Stewart,

The Pearl River Hook & Ladder Ladies Auxiliary are hosting a Craft Fair / Flea market on Sunday, May 1st (no rain date) at the Central Avenue School field. We would appreciate if the town would provide us with the following:

- 3 Port-O-Johns (1 handicap & 2 regular)
- Trash barrels to be placed around the field.

Please let us know if you need any further information and would appreciate your help and support in this matter.

Thank you.

Sincerely,

Linda Bock  
President

LADIES AUXILIARY  
Of the  
PEARL RIVER HOOK & LADDER CO. NO. 1 INC.  
P.O. Box 1124  
Pearl River, N.Y. 10965

**PEARL RIVER CRAFT FAIR**

**DATE:** Sunday May 1<sup>st</sup> 2016 -- This event will be a combination Craft Fair/New Merchandise. It is being sponsored by the Ladies Auxiliary of the Pearl River Hook & Ladder Fire Company.

**TIME:** 7AM (for vendors to setup), 10AM TO 4PM (the event).  
All vendors must be off the field by 5:30PM.

**PLACE:** Central Avenue Field - downtown Pearl River, NY  
(58 East Central Ave., Pearl River, NY 10965)

**COST:** \$40.00 per space (spaces are approximately 10 x 12ft)

**CONTRACT:** Please forward signed contract & nonrefundable check  
Made payable to the PRH&L Ladies Auxiliary P.O. Box 1124  
Pearl River, N.Y. 10965 **ASAP but no checks will be accepted after April 15<sup>th</sup>.** After April 15<sup>th</sup> we will only accept cash or money order.

**All Vendors must supply their own tents, tables and chairs, none will be provided by the Ladies Auxiliary.**

1. Vendors shall occupy only the space assigned to them by the Ladies Auxiliary.
2. The Ladies Auxiliary has the right to ask vendors to leave if they exhibit conduct that causes undue disruption or in any way exhibits inappropriate behavior or items they feel deleterious to the fair.
3. Vendors who do not check in by 9:30am will forfeit their space.
4. Vendors are required to keep there area clean & free of debris. Vendors are responsible for their own garbage.
5. Vendors will not be granted exclusivity in selling of their merchandise.
6. Vendors are responsible for the collection of sales tax.
7. No refunds will be made due to inclement weather.
8. Any questions you can contact Linda at 845-735-8724 or Debbie at 845-352-1843.

LADIES AUXILIARY  
Of the  
PEARL RIVER HOOK & LADDER CO. NO. 1 INC.  
P.O. Box 1124  
Pearl River, N.Y. 10965  
**PearlRiverLadies@gmail.com**

**2016 CRAFT FAIR/FLEA MARKET CONTRACT/APPLICATION**

The undersigned agrees to forfeit all claims against the Pearl River Ladies Auxiliary, the Pearl River Fire Department, the Pearl River School District and/or the Town of Orangetown for any possible losses, liabilities, damages, or injuries to either person or property of any kind in connection with this fair.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE# \_\_\_\_\_ E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NUMBER OF SPACES (\$40.00 EACH) \_\_\_\_\_ AMOUNT ENCLOSED: \_\_\_\_\_

CIRCLE ONE:    CRAFTS            NEW MERCHANDISE            FLEA MARKET

TYPE OF MERCHANDISE: \_\_\_\_\_

**\*\* Make your nonrefundable check or money order payable to the PRH&L Ladies Auxiliary and mail ASAP to:**

PRH&L Ladies Auxiliary  
P.O. Box 1124  
Pearl River, N.Y. 10965

\*\*\*\*\***DEADLINE IS APRIL 15<sup>TH</sup>**\*\*\*\*\*

# Lincoln Colwell, Rockland arborist, dies at 54

Robert Brum, rbrum@lohud.com 12:15 p.m. EDT March 25, 2016

WKSHP 4/5/16  
RTB M 4/12/16

## Sparkill man rowed the river and decorated Bill Murray's trees



(Photo: photo by Greta Nettleton)

Lincoln Colwell trimmed trees with a chainsaw in his hands and a cigar in his mouth, dropping one-liners and rotted limbs with equal aplomb.

He rowed the Hudson River with a stroke powerful enough to lift a boat out of the water.

The Sparkill man was fond of bow ties, sang bass in the church choir and for a time had a lint collection he curated as delicately as if it were an assortment of butterflies.

Colwell, 54, who grew up in Grand View-on-Hudson, died Saturday at Westchester Medical Center, two days after falling from a tree in Tuxedo Park.

His friends thought him as stout as an oak tree; even on-the-job mishaps that left him with a limp and metal rods in his back couldn't stop Colwell from returning to work and getting back out on the river with the Piermont Rowing Club.

So news of Colwell's death caught his friends off guard despite the dangerous work he did.

"He was always chomping on a smelly cigar to calm his nerves — the height and the danger of empty space was something he had so much respect for," said Greta Nettleton of Palisades. "He was so careful, and so skillful and so agile, I cannot understand how he could have been so unlucky as to have had this terrible accident."

Nettleton, who also knew Colwell from the rowing club, said he could turn a backyard tree-trimming into performance art.

"Everyone went out to watch when he arrived to deal with a problem tree, and to hear his Johnny Carson monologue drifting down from the treetops," said Nettleton. Her son Alexander worked for Colwell after Hurricane Sandy, doing tree cleanups and decorating the huge spruce trees along the cliffs for a Christmas party at Bill Murray's Snederis Landing home.



Bill Murray, left, and Lincoln Colwell, right, plan the holiday decorations being hung in trees along the Palisades cliffs in front of Murray's house. (Photo: Photo by Alexander Lalre)

Milbry Polk of Palisades, one of the founding members of the Piermont Rowing Club, said Colwell favored the boat's stroke seat, setting the pace for the rest of the crew. If someone was struggling with an oar, he'd get up and walk over to help straighten things out — a difficult task that embodied his strength and spirit.

Polk said the club came together for a fundraiser after Colwell fell out of a tree and broke vertebrae his back.

"He still came back to be in the club and do his tree work," she said. "Because of that it's been a double shock that he died."

The club is talking about naming a boat for Colwell, Polk said.

"When we started the rowing club he joined and he was like the heart and soul of the group," Polk recalled. "He spent a lot of time teaching people how to row."

One of those people was Steven Marsh, who met Colwell when they were singing in the choir at Nyack's Grace Episcopal Church. One day Colwell convinced him to come down to the pier and they went out in a double. Marsh was hooked.

Marsh, a New City Journalist and contributor to The Journal News, described his friend as a rugged guy with calloused hands who loved the camaraderie and teamwork involved in both the choir and the crew.

"He radiated joy," said Marsh. "He loved the sport."

Dave Green of Orangeburg said Colwell was an ideal crew mate.

## Lincoln Colwell, Rockland arborist, dies at 54

Page 2 of 2

"I remember being in a boat with him," said Green, of Orangeburg. "It was a competitive row and he was sitting in the stroke seat. When we started, he pushed so hard that it felt like the bow of the boat lifted off the water."

Green added: "As a rower I would say I would always want him in my boat."

Colwell graduated from Tappan Zee High School and Mercy College.

His sister, Megan Colwell of Portland, Oregon, described him as "irascibly himself. He loved fiercely. Everybody has a story about Linc doing something for somebody, helping somebody, often interrupting what his regularly scheduled program was."

"He was happiest high up in the trees," she said.

In addition to Megan Colwell, Lincoln Colwell is survived by his father, David G. Colwell of Fallbrook, Calif.; two sisters, Honor Colwell of Binghamton, New York, and Gabriela Villalobos of San Diego; and two brothers, Douglas of Boise, Idaho, and Joshua of King George, Virginia. A memorial service will be held April 30 at St. Stephen's Episcopal Church in Pearl River.

*Robert Brum is a columnist and editor of The Rockland Angle, a nightly email newsletter exclusively for Rockland County news, features and other essential information. To sign up for The Angle, visit <http://lohud.com/newsletters> (<http://lohud.com/newsletters>), check the "Rockland Angle" box and submit your email address.*

*Twitter: @Bee\_bob ([/story/news/2015/07/31/plemont-man-dives-spur-park-pools-reopening/30932633/](https://twitter.com/Bee_bob/status/69326337))*

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### SERVICES

**Moritz Funeral Home**  
 98 Route 303 South  
 Tappan, NY 10983  
 (845) 359-0890

- Website
- View Map
- Send Flowers

**CALLING HOURS**  
 Monday, Mar. 28, 2016  
 2:00 PM - 4:00 PM

Moritz Funeral Home  
 98 Route 303 South  
 Tappan, NY 10983

- Add To Calendar
- View Map

**CALLING HOURS**  
 Monday, Mar. 28, 2016  
 7:00 PM - 9:00 PM

Moritz Funeral Home  
 98 Route 303 South  
 Tappan, NY 10983

- Add To Calendar
- View Map

**FUNERAL MASS**  
 Tuesday, Mar. 29, 2016  
 10:00 AM

St. Catharine's Church  
 Blauvelt, NY

- Add To Calendar
- View Map

**INTERMENT**  
 Following Services

St. Anthony's Cemetery  
 Nanuet, NY

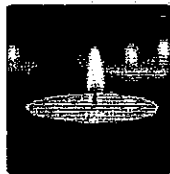
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### RESOURCES

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## Martha Mian

1927 - 2016 ▾ Obituary ▸ Condolences



Mian, Martha,

Martha (Gattuso) Mian, 88, of Orangeburg passed away on March 21, 2016 at New York Presbyterian Hospital following a bout with cancer. She was the beloved wife of the late Attilio (Al) Mian. Born in 1927, Martha was the youngest child of Paulo and Francesca Gattuso. She is survived by her daughter Paula (Sebastian), of Middletown Ct., her son Peter (Susan), and five grandchildren: Nicholas (Jessica), Alessandra (Zwade), Paul (Jayme), Francesca, and Julia (Thomas).

Martha was heavily involved in community activities, serving the St. Catharine's Church Guild, the Blauvelt-Orangeburg Seniors, and the Romanesque Lodge of Blauvelt among other organizations. She has received numerous honors from Congressional, State and local officials.

Family and friends may call on Monday, March 28, 2016 at the Moritz Funeral Home in Tappan from 2-4 and 7-9pm. A Funeral Mass will be held on Tuesday, March 29, 2016 at 10am at St. Catharine's Church in Blauvelt. Interment will follow at St. Anthony's Cemetery in Nanuet, NY.

The family requests that in lieu of flowers, donations in Martha's name be made to St. Catharine's Church in Blauvelt or the [American Cancer Society](#).

Moritz Funeral Home

98 Route 303 South

Tappan, NY 10983

(845) 359-0890

[www.moritzfh.com](http://www.moritzfh.com)

Published in the The Journal News on Mar. 25, 2016

[Read Less](#)

[Listen to Obituary](#)

### SYMPATHY FLOWERS



Delivery details:  
 Moritz Funeral H  
 98 Route 303 So  
 Tappan, NY 1098

Order By Phone  
 (800) 395-0295

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### MAKE A DONATION

Please consider a donation, as re by the family.



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### REMEMBER

Share memories or express condolences below.

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