

TOWN OF ORANGETOWN  
REGULAR TOWN BOARD MEETING  
TUESDAY, MAY 3, 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**

- PRESENTATIONS:**
- Proclamation- *Building Safety Month – May 2016*  
(J. Giardiello)
  - Proclamation - *National Public Works Week,*  
*May 15-21, 2016* (Jim Dean)
  - Presentations of *2015 Annual Highway Department Awards*
  - Proclamation – *National Police Week, May 15-21, 2016*  
(Chief Kevin Nulty)
  - Proclamation for *Mental Health Awareness Month,*  
*May 2016* (Rena Finkelstein)
  - Broadacres 2015 Annual Report  
(J. Bencik/Dave Wasenda)

**PUBLIC COMMENTS:**

**TOWN ATTORNEY**

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

1. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, the public hearing on a proposed local law, amending Chapter 30A of the Town Code, relating to Industrial Wastes is hereby opened.

TOWN ATTORNEY

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

2. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, the public hearing on a proposed local law, amending Chapter 30A of the Town Code, relating to Industrial Wastes is hereby closed.

**DESIGNATION OF LEAD AGENCY WITH RESPECT  
TO PROPOSED LOCAL LAW NO. \_\_ OF 2016,  
AMENDING CHAPTER 30A 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 30A of the Town Code, entitled "Industrial Wastes", to conform the definition of the term "Significant Noncompliance (SNC)" as used therein to the required definition of the term as set forth in 40 CFR Part 403, 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 30A OF THE TOWN  
CODE, RELATING TO INDUSTRIAL WASTES**

4. **RESOLVED**, that the Town Board hereby adopts proposed Local Law No. \_\_ of 2016, amending Chapter 30A of the Town Code, entitled "Industrial Wastes", set forth below, to conform the definition of the term "Significant Noncompliance (SNC)", as used therein, to the required definition of the term as set forth in 40 CFR Part 403.

**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:

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)

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).

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);

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;

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;

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;

Failure to accurately report noncompliance;

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.

**TOWN ATTORNEY**

**SET PUBLIC HEARING ON PROPOSED LOCAL  
LAW NO. \_\_ OF 2016, AMENDING CHAPTER 1A  
OF THE TOWN CODE, "GENERAL PROVISIONS"  
BY ADDING A NEW ARTICLE IV ENTITLED "BEST  
VALUE COMPETITIVE BIDDING AND  
PROCUREMENT".**

- 5. On motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, set a public hearing on a proposed local law, amending Chapter 1A ("General Provisions") of the Town Code by adding a new Article IV entitled "Best Value Competitive Bidding and Procurement" for May 24, 2016, at 8:15 p.m.

**LOCAL LAW NO. \_\_ OF 2016,  
AMENDING CHAPTER 1A OF THE TOWN CODE  
TO ADD A NEW ARTICLE IV ENTITLED  
"BEST VALUE COMPETITIVE BIDDING AND PROCUREMENT"**

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

*Section 1:* Chapter 1A of the Town Code of the Town of Orangetown entitled "General Provisions" shall have a new Article IV entitled "Best Value Competitive Bidding and Procurement", which shall read as follows:

Article IV

Best Value Competitive Bidding and Procurement

§ 1A-10. Title

This Local Law shall be known as the "Town of Orangetown Local Law Authorizing Best Value Competitive Bidding and Procurement."

§ 1A-11. Legislative Intent and Purpose

The intent of this law is to allow the Town Board the option to award certain purchase contracts (including contracts for services) subject to competitive bidding under Section 103 of the General Municipal Law on the basis of a low bid or "best value" as defined in Section 163 of the New York State Finance Law.

§ 1A-12. Authority

This local law is enacted pursuant to New York State General Municipal Law §103.

§ 1A-13. Best Value Competitive Bidding

- A. Authority and Purpose.

Section 103 of the New York General Municipal Law allows the Town to authorize, by local law, the award of certain purchase contracts (including contracts for services) subject to competitive bidding under General Municipal Law § 103 on the basis of "best value" as defined in Section 163 of the New York State Finance Law. The "best value" option may be used, for example, if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder or proposer if factors such as lower cost of maintenance, durability, high quality and longer product life can be documented.

B. Award Based on Best Value.

The Town Board may award purchase contracts, including contracts for services, on the basis of "best value" as the term is defined in New York State Finance law § 163. All contracts or purchase orders awarded based on value shall require Town Board approval.

C. Applicability.

The provisions of this chapter apply to Town purchase contracts, including contracts for services, involving an expenditure of more than \$20,000, but excluding purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option. If the dollar thresholds of New York General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the dollar thresholds set forth herein shall be deemed simultaneously amended to match the new General Municipal Law thresholds.

D. Standard for Best Value.

Goods and services procured and awarded on the basis of best value are those that the Town Board determines optimize quality, cost and efficiency, among responsive and responsible bidder or offerors.

2. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers.
3. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the contractors; longer product life; product performance criteria; and quality of craftsmanship.

E. Documentation.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

F. Piggybacking of purchases.

Notwithstanding the provisions of this Local Law, the Town of Orangetown may, for purposes of public purchases, utilize the provisions of General Municipal Law § 103 with regard to so-called "piggybacking" of purchases. Pursuant to General Municipal Law § 103, the Town of Orangetown may purchase through the bids solicited by the United States government, New York State and/or any other political subdivision (counties, towns, villages, school districts, etc.), provided those contracts clearly state that they are available for use by other governmental entities within the requirements of

General Municipal Law § 103(16). Prior to such purchase, the Town of Orangetown will ensure that a piggyback purchase qualifies as follows:

1. The contract involved must have been available for use by other governmental entities through the bid solicitation process. In such case, the Town of Orangetown should determine that there is contained within the bidding municipality's bid package a provision that the bid is open to and can be used by either the Town of Orangetown or other municipalities. This determination should be made on a case-by-case basis.
2. The specific contract must have been issued in accordance with the provision of General Municipal Law § 103.

G. Procurement Policy Superseded Where Inconsistent.

Any inconsistent provision of the Town's procurement policy, as adopted prior to the effective date of this Local Law by resolution of the Town Board, or as amended thereafter, shall be deemed superseded by the provisions of this chapter.

§ 1A-14. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

§ A-15. Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State.

**TOWN ATTORNEY**

**APPROVE INTER-MUNICIPAL  
AGREEMENT/COUNTY OF ROCKLAND WITH  
THE TOWN OF ORANGETOWN/  
PARTIAL REIMBURSEMENT OF OVERTIME  
COSTS – LAW ENFORCEMENT COUNTER  
TERRORISM TRAINING**

6. **RESOLVED**, that upon the recommendation of the Town Attorney, the Town Board hereby approves the Inter-Municipal Agreement with the County of Rockland with the Town of Orangetown for partial reimbursement of overtime costs for law enforcement for counter terrorism training.

**TOWN BOARD**

**APPROVE/PROJECT GRADUATION FUNDING**

- 7. **RESOLVED**, upon the recommendation of the Director of Finance, Project Graduation funding is hereby approved as follows and charged to Account A4211.457:

Tappan Zee High School	\$1500	Pearl River High School	\$1500
Nanuet High School	\$750	Albertus Magnus High School	\$ 200
Nyack High School	\$750		

**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 Tax Lot 73.08-1-1 and a portion a portion of 73.12-1-3.1 on the Tax Map of the Town of Orangetown, which the Town has denominated "Parcel 6", and a portion of "Parcel 5", all as shown on the annexed Schedule "A" ("Premises"); and

**WHEREAS**, ROCKLAND FILMING CAMPUS, LLC, is a New York 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 or lease of the Premises by the TOWN to ROCKLAND FILMING or an affiliate for development and use as a film production studio complex; and

**WHEREAS**, in evaluating whether to make an offer to purchase or lease 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 interested in making such an investment, provided, for a limited period of time, the TOWN and ROCKLAND FILMING agree to the terms and conditions hereinafter set forth in this license agreement (the "Agreement"); 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 lease, nor obligation on the part of ROCKLAND FILMING to purchase or lease, 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 May 1, 2016, and on the 1st day of each month thereafter, and for a 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.

**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 (which such period may be extended in writing upon request by ROCKLAND FILMING but solely at the discretion of the TOWN), ROCKLAND FILMING shall develop and present to the TOWN a comprehensive proposal for its purchase or long-term lease and contemplated 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.); and
- ii) A business/feasibility plan, demonstrating, to the TOWN'S reasonable satisfaction, that the contemplated use of the Premises as a film production studio complex is a financially viable



use, and that ROCKLAND FILMING has or shall have the financial ability to purchase and develop the Premises for such use.

(b) TOWN'S Obligations. Subject to ROCKLAND FILMING'S timely periodic payment of the fee set forth in Section 1, the TOWN agrees that, during the first five (5) months of this Agreement [and any further period as may be agreed and extended in accordance with Section 2(a)], it shall not sign a letter of intent or 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 in Section 2(a), the TOWN shall have thirty (30) days measured from the TOWN'S receipt thereof to consider such proposal, throughout which time (subject to ROCKLAND FILMING'S continued payment of the stated monthly fee and subject to either party's right to terminate this Agreement as set forth above) the TOWN shall continue to comply with Section 2(b).

(d) Expiration of this Agreement. This Agreement shall expire (i) at the end of the period described in the first sentence of Section 2(a) if no proposal to purchase or lease is submitted (without further action by the parties); or (ii) the thirtieth (30th) day after submission of such proposal to purchase or lease, unless, in each case, extended in writing upon request by ROCKLAND FILMING but solely at the discretion of the TOWN.

***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.***

(e) Except for the specific obligations and covenants set forth in this Agreement, this Agreement is not intended to create, and shall not create any legally binding right or obligation on the Town or Rockland Filming and neither party shall be legally bound to enter into a sale or lease transaction unless each, acting in their sole discretion, elect to execute and deliver a purchase and sale agreement or a lease.

### **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, except to a *de minimus* extent, the physical condition of the Premises or any building or structure thereon without the prior written consent of the Town.

(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 or its contractor has procured liability insurance coverage of the type(s), and in the amounts, as may be required by the TOWN, in its reasonable judgment, 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 (but not as a result of any such violation, act or omission by the Town or any person or entity other than Rockland Filming), and ROCKLAND FILMING agrees to defend such suit and pay all costs, expenses and reasonable attorney's fees incurred therein, provided that Rockland Filming does not assume any responsibilities and shall not be required to indemnify or assume any liability to the Town or any other person for pre-existing conditions at the Premises or the maintenance, up-keep, safety, environmental law compliance or any other duty of an owner of the Premises.

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, except as provided in this Agreement, 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.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

**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

ROCKLAND FILMING CAMPUS, LLC

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

Eugene A. Camali,

\_\_\_\_\_

Date

**Acknowledgements**

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

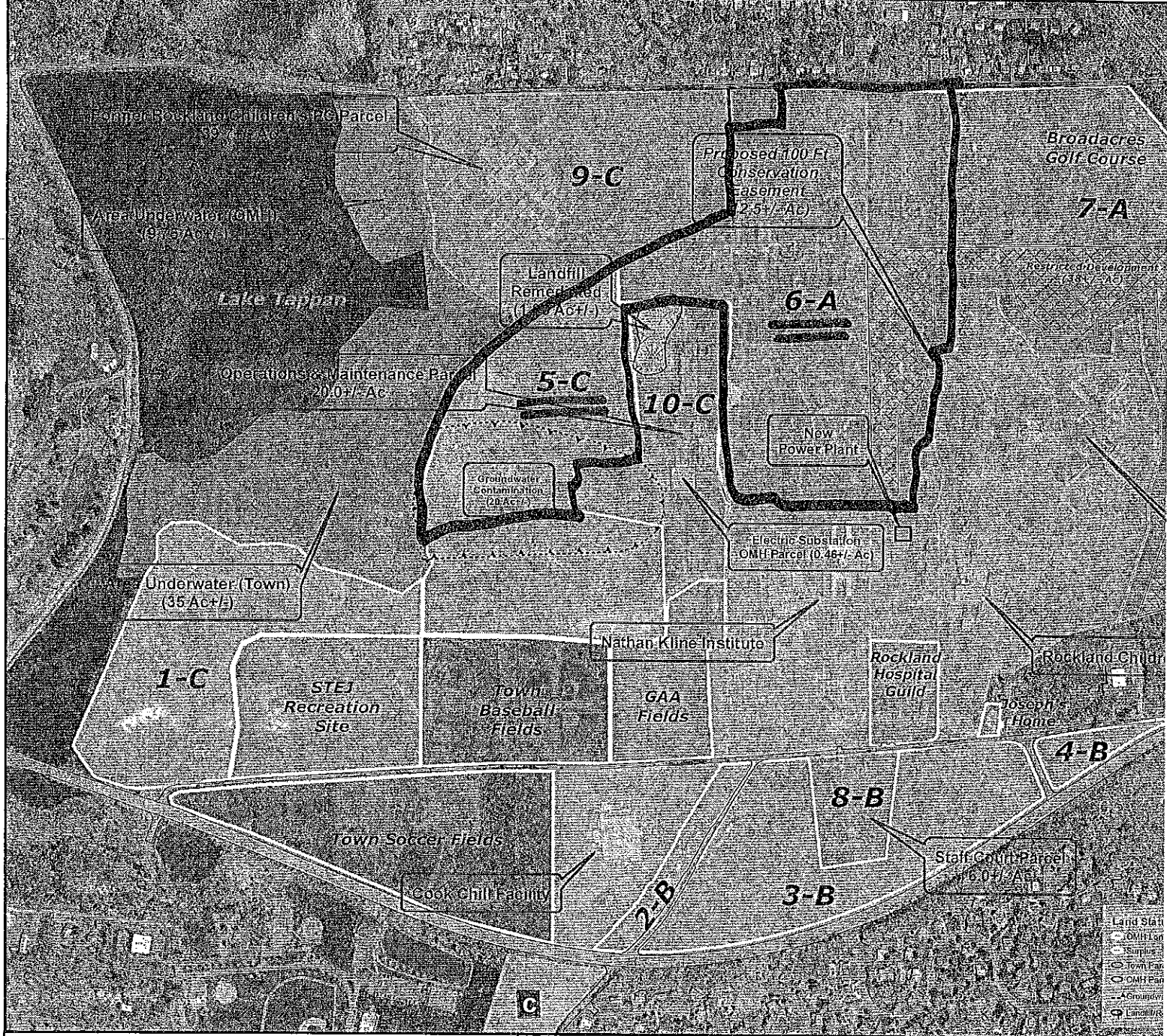
STATE OF \_\_\_\_\_

ss.

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

On the \_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a notary public in and for the State, appeared \_\_\_\_\_, 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



New York State  
**omh**  
 Office of Mental Health



C.E. NAME ASSOCIATES  
 Consulting Engineers, Architects, Landscape Architects, P.E.  
 84 GREENWICH STREET, LIVINGSTON, NEW YORK 10920  
 (845) 785-2550 • FAX (845) 716-7228 • WWW.CE-NAME.COM  
 Architects: #00000000000000000000000000000000  
 Environmental Engineers: #00000000000000000000000000000000  
 Land Development: "Not necessary"

Printing Date: Feb 27, 2014  
 File: SW\_data\Rock\_Land\_Uses\_Ortho\_Town.mxd



Rockland  
 Re

140 Old Orangebu

Schedule "A"

#8

**FINANCE**

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

	4/12/16 TB Meeting Amend TBR #199 Final Budget Positive (Negative)	5/3/16 TB Meeting Revised Part Town Final Budget Positive (Negative)	5/3/16 TB Meeting Revised Town Wide Final Budget Positive (Negative)
General Government Support		(\$358)	\$1,590
Transportation			
General Repairs	(\$154,907.00)	(\$58,586)	(\$105)
Permanent Improvements		\$58,944	
Machinery			(\$85,153)
Brush & Weeds			\$331,624
Snow Removal			(\$453,998)
Total over budget lines	(\$154,907.00)		
 EMPLOYEE BENEFITS			
State Retirement			\$14,458
Social Security			\$55,269
Unemployment Benefits			(\$766)
Hospitalization and Dental Insurance	\$154,907.00		\$87,528
 <b>To increase TW State aid budget line to extent of TW over budget lines</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$49,533</b>



**BUILDING**

**BUILDING SAFETY MONTH – MAY 2016**

10. **Whereas**, our Town of Orangetown’s continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

**Whereas**, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**Whereas**, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

**Whereas**, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wild land fires, floods and earthquakes, and;

**Whereas**, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

**Whereas**, “Building Codes: Driving Growth through Innovation, Resilience and Safety” the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

**Whereas**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE, I, Andrew Stewart, Supervisor of the Town of Orangetown**, do hereby Proclaim the month of May 2016 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

**HIGHWAY**

**NATIONAL PUBLIC WORKS WEEK /MAY 15-21,  
2016**

- 11. WHEREAS**, the many services provided by Public Works to our community are an integral part of our citizen's everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water treatment and distribution, sewers, streets and highways, public buildings, solid waste, recycling, parks and landscaping, maintenance and operations; and

**WHEREAS**, the health, safety, economic vitality and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these services, as well as their planning, design, and construction of public facilities and utilities, is vitally dependent upon the efforts and skills of public works representatives; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the public's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE, I, Andrew Stewart, Supervisor, on behalf of the Town Board and the Town of Orangetown**, do hereby proclaim the week of May 15-21, 2016, as "National Public Works Week" in the Town of Orangetown, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing quality Public Works services and to recognize the contributions which Public Works representatives make every day to our health, safety, comfort, and quality of life, not only this week but throughout the year.

**APPROVE AID/PEARL RIVER MEMORIAL DAY  
PARADE/MAY 30, 2016/USE OF BARRICADES**

- 12. RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department to lend assistance which includes the use of barricades for the Memorial Day Parade, Pearl River, on Monday, May 30, 2016, from 9:45 a.m. to 11:45 a.m.

**HIGHWAY**

**APPROVE AID/THE PALISADES LIBRARY/125TH  
ANNIVERSARY CELEBRATION/MAY 14,  
2016/USE OF BARRICADES, DETOUR SIGNS,  
AND THE MESSAGE BOARD**

13. **RESOLVED**, that the Town Board hereby authorizes the Town OF Orangetown Highway Department to lend assistance which includes the use of barricades, detour signs, and the message board for the 125<sup>th</sup> Anniversary of The Palisades Free Library on Saturday, May 14, 2016 (rain date of May 15<sup>th</sup>) from 11:00 a.m. to 5:00 p.m.

**APPROVE AID/2<sup>ND</sup> ANNUAL NUN RUN/  
MAY 7<sup>th</sup>, 2016/USE OF BARRICADES/  
HIGHWAY DEPARTMENT**

14. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department to lend assistance which includes the use of barricades for the 2<sup>nd</sup> Annual Nun Run, on Saturday, May 7, 2016, from 9 am to 11 am.

**HIGHWAY/PARKS AND RECREATION**

**APPROVE AID/ANCIENT ORDER OF  
HIBERNIANS/COMMEMORATION OF 1916  
EASTER UPRISING IN DUBLIN/  
/USE OF BARRELS AND SHOWMOBILE**

15. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department to lend assistance which includes the use of ten (10) barrels, AND that upon completion of all necessary paperwork, the Superintendent of Parks and Recreation has forwarded for approval by the Town Board for use of the Showmobile by the Ancient Order of Hibernians for their Commemoration of 1916 Easter Uprising in Dublin on Sunday, April 24th, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**POLICE**

**NATIONAL POLICE WEEK/MAY 15-21, 2016**

- 16.** To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Orangetown Police Department;

**WHEREAS**, there have been 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries;

**WHEREAS**, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including two officers' from the Town of Orangetown Police Department (1973) and two officers from Village of Nyack Police Department (1981) ;

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

**WHEREAS**, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years;

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28<sup>th</sup> Annual Candlelight Vigil, on the evening of May 13, 2016;

**WHEREAS**, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15-21; NOTE: Because May 15, 2016 falls on a Sunday, some events will take place before the official dates of police week 2016.

**WHEREAS**, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

**THEREFORE, BE IT RESOLVED** that Orangetown Town Board formally designates May 15-21, 2016, as Police Week in the Town of Orangetown, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

**TOWN BOARD**

**MENTAL HEALTH AWARENESS MONTH/  
MAY 2016/TOWN OF ORANGETOWN**

**17. WHEREAS**, since 1949, the month of May has been designated as Mental Illness Awareness Day throughout the nation; and

**WHEREAS**, mental health is essential to the well-being and the vitality of all families, businesses and communities; and

**WHEREAS**, mental health conditions are real and prevalent in our nation with 1 out of 4 Americans and 1 out of 5 children affected by mental illness; and

**WHEREAS**, more people die from suicide in the United States than from traffic accidents and an estimated 22 veterans die from suicide each day; and

**WHEREAS**, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

**WHEREAS**, with effective treatment those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, education, compassion, and awareness about mental illness can change negative attitudes and behaviors toward people with mental illness; and

**WHEREAS**, each business, school, government agency, law enforcement agency, healthcare provider, organization and citizen shares the responsibility to promote mental wellness and support prevention efforts; and

**WHEREAS**, the National Alliance on Mental Illness of Rockland County (NAMI Rockland) is a grassroots community mental health agency affiliated with NAMI NYS and NAMI National and dedicated to improving the lives of individuals living with mental illness and their families through education, support and advocacy; and

**WHEREAS**, NAMI Rockland is participating in a statewide ribbon campaign to raise awareness of mental illness, reduce stigma, promote understanding and encourage treatment during Mental Health Awareness Month in May 2016.

**NOW THEREFORE, I, Andrew Stewart, do proclaim the Month of May 2016, as MENTAL HEALTH AWARENESS MONTH in Orangetown.**

As **Superintendent of the Town of Orangetown**, I also call upon all Rockland County citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma, and discrimination, and promoting appropriate and accessible services for all individuals.

**TOWN BOARD**

**APPROVING THE TOWN OF ORANGETOWN'S  
FREE MEMBERSHIP IN THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY'S  
WATERSENSE PROGRAM AS A PROMOTIONAL  
PARTNER, TO HELP REDUCE MUNICIPAL  
WATER USE THROUGH THE PROMOTION OF  
WATER-EFFICIENT PRODUCTS AND NEW HOME  
CONSTRUCTIONS, AND AUTHORIZING THE  
TOWN SUPERVISOR TO EXECUTE A  
WATERSENSE PARTNERSHIP AGREEMENT ON  
BEHALF OF THE TOWN**

**18. WHEREAS**, in June of 2006 the United States Environmental Protection Agency (EPA) established the WaterSense program; and

**WHEREAS**, WaterSense is a national, voluntary partnership program designed to help reduce municipal water use across the country through water-efficient products and the construction of water-efficient new homes; and

**WHEREAS**, the WaterSense program labels products that use 20 percent less water and perform as well as or better than conventional models; and

**WHEREAS**, the WaterSense label makes it easy for consumers to identify products and new homes that have been independently certified to meet the EPA's efficiency and performance criteria; and

**WHEREAS**, for each product eligible to earn the WaterSense label, the EPA has developed rigorous water efficiency, performance and testing requirements; and

**WHEREAS**, the Town of Orangetown is eligible to serve as a WaterSense Promotional Partner; and

**WHEREAS**, as a WaterSense Promotional Partner, the Town of Orangetown would assist the EPA in educating others about the value of water, water efficiency, and the WaterSense brand; and

**WHEREAS**, as a Promotional Partner, The Town of Orangetown would participate in national outreach campaigns such as "Fix a Leak Week," "Sprinkler Spruce-Up," and "Shower Better;" and

**WHEREAS**, as a Promotional Partner, the Town of Orangetown would enjoy access to free materials and tools to help promote WaterSense labeled products and water efficiency programs; and

**WHEREAS**, as a Promotional Partner, the Town of Orangetown would enjoy membership in a network of water-efficiency experts to learn new strategies and collaborate with other partners; and

**WHEREAS**, there is no fee to join the WaterSense program as a Promotional Partner; and

**WHEREAS**, as a WaterSense Promotional Partner, the Town would demonstrate its commitment by submitting a yearly data report to the EPA regarding its findings; and

**WHEREAS**, this data report will allow the WaterSense program to measure results, such as total products labeled and water saved; and

**WHEREAS**, the Orangetown Environmental Committee of the Town has met, considered, and by a unanimous vote approved this Resolution; now therefore be it

**RESOLVED**, that the Orangetown Town Board approves Rockland County's free membership in the United States Environmental Protection Agency's WaterSense program as a Promotional Partner, to help reduce municipal water use through the promotion of water-efficient products and new home constructions, and authorizes the Town Supervisor to execute a WaterSense partnership agreement on behalf of the Town; and be it further

**RESOLVED**, that the Clerk to the Town Board is hereby authorized and directed to send a copy of this resolution to the Hon. Andrew M. Cuomo, New York State Governor; Hon. David Carlucci and Hon. William J. Larkin, Jr., New York State Senators; Hon. Kenneth P. Zebrowski, Hon. Ellen Jaffee, Hon. James G. Skoufis, and Hon. Karl A. Brabenec, Members, New York State Assembly; Gina McCarthy, Administrator of the United States Environmental Protection Agency; and to such other persons as the Clerk, in her discretion, may deem proper in order to effectuate the purpose of this Resolution.

## **PARKS AND RECREATION**

### **APPROVE AID/VILLAGE OF NYACK/AFRICAN AMERICAN FESTIVAL/MAY 7<sup>TH</sup>, 2016/ USE OF SHOWMOBILE**

- 19. RESOLVED**, that upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of Showmobile by the Village of Nyack for their African American Festival on Saturday, May 7<sup>th</sup>, 2016, from 10 a.m. to 7 p.m. at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**PARKS AND RECREATION**

**APPROVE USE OF JOSEPH B. CLARKE RAIL TRAIL/GRAN FONDO NY BIKE RACE/BETWEEN GREENBUSH RD AND KINGS HIGHWAY/MAY 15, 2016/**

20. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, approve the exclusive use of the Joseph B. Clark Rail Trail section between Greenbush Rd. and Kings Highway on Sunday, May 15, from 9 a.m. to 4:30 p.m. by Gran Fondo New York (Bike Race) for a cost of \$120.00 per hour. Gran Fondo will be responsible for all labor costs associated with the use and closure of the Rail Trail.

**APPROVE/CONSENT AYS NEW YORK, INC. d/b/a/AT YOUR SERVICE NY CATERING/OPERATION OF CONCESSION STAND AND SNACK SHACK/VETERANS MEMORIAL PARK, ORANGEBURG, NY**

21. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, approve, and consent to, the request of the Licensee, AYS New York, Inc. d/b/a At Your Service NY Catering, to exercise a 2-year renewal option period beginning April 1, 2016 and ending March 31, 2018, as per ¶12(a) of the License Agreement, dated May 9, 2014, for the operation of the food service establishment (i.e., concession stand/snack shack) at Veterans Memorial Park, 81 Hunt Road, Orangeburg, for an annual rent of \$4,200.00.

**DEME**

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

22. **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:

**Crossroads Plumbing & Heating**, 14 Spring Avenue, Bergenfield, NJ 07621  
**Pro-Cut Landscaping**, 11 Pineview Road, West Nyack, NY 10994  
**Belleville Landscaping, Inc.**, 84 North Route 9W, Congers, NY 10920  
**SDM Industries, Inc.**, 21 South Park Terrace, Congers, NY 10920  
**Dutra Excavating & Sewer**, 10 Stone Hollow Road, Montvale, NJ 07645



**DEME/HIGHWAY**

**CONTRACT/CORNELL COOPERATIVE  
EXTENSION/MS4 REQUIREMENTS/APPROVE**

23. **RESOLVED**, that upon the recommendation of the Commissioner of DEME and the Superintendent of Highways, the annual contract with Cornell Cooperative Extension, for the Town's MS4 requirements, to provide community-wide education, is approve at a cost of \$6,800.00, payable within 60 days after receiving the invoice, to be split equally between the Highway Department and DEME.

**PERSONNEL**

**ACCEPT RETIREMENT/DOUGLAS PITTS/  
SEWER INSPECTOR II/DEME**

24. **RESOLVED**, that the Town Board accept with regret after 41 years of service, the retirement of Douglas Pitts, Sewer Inspector II, Department of Environmental Management and Engineering, effective April 29, 2016.

**CREATE POSITION/ACCOUNT CLERK TYPIST/  
HIGHWAY DEPARTMENT**

25. **RESOLVED**, that upon the recommendation of RC Personnel, create the position of Account Clerk Typist, Grade 4 in the Highway Department.

**APPOINT LYNN MARIE COLLINS/ACCOUNT  
CLERK TYPIST/HIGHWAY DEPARTMENT**

26. **RESOLVED**, that upon the recommendation of the Superintendent of Highways, appoint Lynn Marie Collins to the position of Account Clerk Typist from EL #14065, Grade 4, Step 1 at a salary of \$40,216.00, effective May 23, 2016.

**PERSONNEL**

**ADOPT ADA POLICY/APPOINT DONNA  
MORRISON/ADA COORDINATOR**

27. **WHEREAS**, pursuant to the American with Disabilities Act of 1990 (ADA), the Town is required to adopt an ADA policy, as well as appoint an ADA Coordinator to insure compliance with the Americans with Disabilities Act,

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Orangetown that it hereby adopts an **ADA POLICY**, a copy of which is available in the Town Clerk's Office, and

**BE IT FURTHER RESOLVED**, that DONNA A. MORRISON, Human Resources Coordinator, is hereby appointed ADA Coordinator.

**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 **\$1,559,585.17.**

Adjournments at \_\_\_p.m. in memory of: • Michael John Coffey, Pearl River, NY

TOWN OF ORANGETOWN

DATE: May 3, 2016

WARRANT

Warrant Reference

Warrant #

Amount

Approved for payment in the amount of

041916	\$	182,997.84
042016	\$	253,106.10
042116	\$	11,036.71
042816	\$	4,797.65
050316	\$	1,107,646.87
Total	\$	1,559,585.17

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Botari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Andrew Stewart

COUNTY OF ROCKLAND

with

TOWN OF ORANGETOWN

**For Partial Reimbursement of Overtime Costs Incurred  
In Connection With Law Enforcement Counter Terrorism Training**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at 20 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** and its Office of the Sheriff wishes to reimburse the **MUNICIPALITY'S** Police Department for overtime costs incurred in connection with law enforcement counter terrorism training, and

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

WHEREAS, on the 5th day of April, 2016, the Legislature of Rockland County by Resolution No. 170 of 2016, approved this agreement and authorized its execution by the County Executive, and

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

1. **SERVICES:** The **MUNICIPALITY** shall assign members of its police department to the NY State Homeland Security Program for overtime counter terrorism training in accordance with the customs, practices and procedures of said NY State Homeland Security Grant.
2. **TERM:** The services to be rendered and performed by the **MUNICIPALITY** under this Agreement shall be for the term of **September 1, 2014 to August 31, 2015**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND NO CENTS (\$34,754.00)** solely and exclusively used for the **MUNICIPALITY'S** Police Department for overtime costs incurred in connection with law enforcement counter terrorism training. **MUNICIPALITY** agrees that the aforesaid **THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND NO CENTS (\$34,754.00)** shall be solely and exclusively used for the **MUNICIPALITY'S** Police Department for overtime costs incurred in connection with law enforcement counter terrorism training.
- 4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of

**MUNICIPALITY.** These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

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

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

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

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

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

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

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

11. TERMINATION/AMENDMENT: This agreement may be terminated or amended by either the TOWN or the County on at least thirty (30) days written notice.

12. IRAN DIVESTMENT ACT: CONTRACTOR and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services

#6

of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

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

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

**OFFICE OF THE SHERIFF**  
(Approved for signature of  
County Executive)

**TOWN OF ORANGETOWN**

By: \_\_\_\_\_  
LOUIS FALCO, III  
Sheriff

By: \_\_\_\_\_  
ANDREW STEWART  
Supervisor

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

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

**DEPARTMENT OF LAW**  
Approved for signature of  
County Executive

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
ANTONIO F. REDA  
Principal Assistant County Attorney

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

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

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

AFR:vma  
2016-00649

#6

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

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

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

ATTESTATION:

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

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

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

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me came **ANDREW STEWART** to me known, being duly sworn by me, did depose and say that he is the Supervisor of the Town of Orangetown, a municipal corporation; his office address is 20 Orangeburg Road, Orangeburg, New York 10962 and he executed the foregoing instrument on behalf of the Town of Orangetown.

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

**TAPPAN ZEE**  
**TZHS PTSA**

RECEIVED MAR 09 2016

# 7  
Tappan Zee High School  
Parent Teacher Student Association  
15 Dutch Hill Road  
Orangeburg, New York 10962

February 1, 2016

Supervisor Andy Stewart  
Town Board Members  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: TZHS Project Graduation 2016

Dear Supervisor Stewart and Town Board Members:

Thank you for your support last year. Because of your generosity, TZHS Project Graduation 2015 was a huge success. The senior class had a wonderful evening that they will remember for years to come.

Plans for our 25<sup>th</sup> annual TZHS Project Graduation 2016 are well under way and will include food, music, a variety of sports and games as well as a photo booth, obstacle course, jousting ring, human foosball game and comedian. The event will be held on June 23<sup>rd</sup>, 2016. This celebration is organized by the PTSA with help from the Senior Class, School Administrators, Parents and Local Businesses and Organizations. This project involves community-wide support and financial assistance to reach a common goal: Providing a substance-free environment to celebrate graduation. It is a wonderful opportunity for our graduates to come together one last time to celebrate their many accomplishments and to bid farewell to each other in a safe environment.

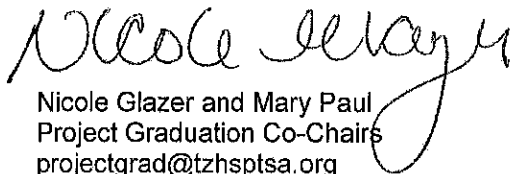
We have attached the anticipated 2016 budget for your review. As you will see, there is a great sense of support from all areas of the community. This important celebration is ONLY possible due to the generosity of the monetary donations from the families, businesses, community and the Town of Orangetown. In addition, the students pay a nominal \$10 fee for their commitment to attend. We generally have an 80% participation rate, sometimes higher, depending on the senior class.

Also; it is very important to note that ALL the food and beverages served all night, as well as additional raffle prizes have previously been contributed by local businesses, but there is no guarantee that we will secure these donations again and won't have to make additional purchases for some of these items.

To make this celebration a most memorable occasion, we need to ask you for your support and financial backing. In the past we have received a helpful contribution from the Town of Orangetown and again we would be so grateful for your consideration of a \$1,500 contribution toward this event.

We thank you again for your previous support and for your careful consideration of our current request. Please let us know if you need any additional information.

Warm regards,

  
Nicole Glazer and Mary Paul  
Project Graduation Co-Chairs  
[projectgrad@tzhsptsa.org](mailto:projectgrad@tzhsptsa.org)

**P.S. Please feel free to drop by the celebration on Thursday June 23<sup>rd</sup>, 2016 starting at 11:30pm. The event concludes at 5:00am.**



Anticipated TZHS Project Graduation 2016 Budget			
<b>Opening Balance</b>	Contingency balance plus late donations		15162.00
<b>Income</b>			
Anticipated Monetary Donations	Parents, Business, Community, Senior Class, PTA, SOEF	5000.00	
Town of Orangetown	Town Grant	1500.00	
Senior Class Attendees	Ticket sales 240 seniors @ \$10 each	2400.00	
Total Income			8900.00
Total available			24062.00
Total Expenses			16975.00
Balance Forward 2016			7087.00
<b>Expenses</b>			
SR Productions	Entertainment	6500.00	
	DJ/Karaoke, obstacle course, jousting, photo booth, airbrush tattoos, human foosball, & comedian		
Security	3 Security Guards	450.00	
Food Service	2 Cafeteria Workers	400.00	
Oriental Trading	Trinkets for Gift Bags	350.00	
Bergen Supply Co.	Paper goods/gift bags	150.00	
Party City	Tablecloths and Party Supplies	200.00	
Ideal Promotions	Senior Mugs for Goody Bags	800.00	
Sony/Target/Apple	Prizes/Raffle Gift	2000.00	
AMC Theaters	Movie Tickets	2200.00	
Tee shirts	Class designed t-shirts	2500.00	
Monsey Post Office	Postage for mailings (Permit fee/bulk rate mailings)	500.00	
Amsterdam Press	New Permit/Printed Mailing Envelopes	0.00	
Office Depot./SOCSD	Mailing Labels, paper, envelopes, tape, toner, copying	250.00	
Our Town	Thank you Ad	675.00	
<b>Total</b>		16975.00	
In-Kind Donations we hope to secure again this year:			
All food and beverages are donated by local businesses for the whole evening through the breakfast. Latex helium balloons donated by a local florist. Pearl River Hilton rooms for entertainment company use. Gift certificates from local restaurants and stores for raffle prizes.			

# Nanuet High School PTSA

103 Church Street

Nanuet NY 10954

Tax Exempt # 202693

RECEIVED OCT 16 2015 #7

October 14, 2015

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Supervisor Stewart,

With the school year well underway, I am writing to you on behalf of the Project Graduation Committee at Nanuet Senior High School. Project Graduation has been a tradition at Nanuet High School for many years. This event is based on a successful national model whose objective is to provide an exciting substance free graduation celebration for our graduating seniors. It is a night filled with different entertainment venues, as well as a time for the seniors to celebrate their accomplishments, share their memories and bid each other farewell.

On behalf of the Nanuet Senior High School's 2016 graduates and in an effort to budget for the event, we would like to solicit your support by means of a donation to allow us to hold our annual Project Graduation event on June 26, 2016.

We hope that your budget still allows for your continued support for the 2016 Project Graduation. If so, your donation can be made out to the **Nanuet High School PTSA** and mailed to the above address. Our Federal Tax ID # is: 23-7035140. Our Tax Exempt # is: 202693.

Thank you in advance for your consideration.

Regards,



Terri Prosapio  
Chairperson, Project Graduation  
[tprosapio@aol.com](mailto:tprosapio@aol.com)  
845-536-6835

NSD

**NYACK HIGH SCHOOL PTSA**  
360 Christian Herald Road  
Nyack, NY 10960  
nyackhsptsa@gmail.com

#7  
WLS/HPD 4/20  
RTM 5/3

April 4, 2016

Town of Orangetown  
Supervisor's Office  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Mr. Stewart:

We wish to express our gratitude for the grant last year to support Project Graduation at Nyack High School. Project Graduation 2015 was a huge success and we hope will continue to be a long tradition for future Nyack graduates.

We are now planning our twenty-third Project Graduation at Nyack High School for the class of 2016. We have outlined a description of Project Graduation on the attached sheet.

Based on the enclosed proposed budget, we are requesting assistance from the Town of Orangetown for \$750 to help defray the expenses of Project Graduation 2016. Combined with donations from parents, businesses, and community groups, this will enable us to carry out another memorable, substance-free, all-night graduation celebration for our seniors.

Thank you for your consideration of our request and for your commitment to give youth a safe and healthy future.

Sincerely,

*Linda D'Alleva*

Linda D'Alleva  
Co-Chair, Project Graduation 2016  
Home Phone: (845) 268-5307  
Email: green0113@gmail.com

**Nyack Senior High School PTSA  
Proposed Budget for PROJECT GRADUATION 2016**

**Expenses:**

**Activities:**

*Party King* – 5 hours \$9,295.00

- Game Control – organized games w/prizes
- 1 inflatable – obstacle course
- 2 Caricature Artists
- 1 Airbrush Tattoo Artist
- Hypnotist

*The Party People* – 5 hours \$ 436.00

- Air Hockey and Foosball Tables

*DJ* \$1,050.00

*Main Event* – 3 hours \$ 900.00  
(Keepsake photos)

<b>Subtotal:</b>	<b>\$ 11,681.00</b>
------------------	---------------------

T-shirts w/ Senior design / logo \$ 1,200.00

Decorations – Balloons, streamers, tablecloths \$ 750.00

Food \$ 500.00

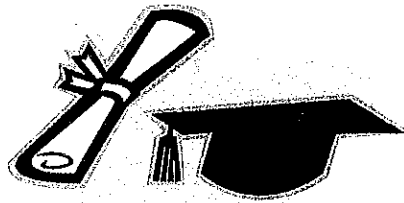
Mailing Costs \$ 150.00

Misc. Supplies \$ 200.00

Tips / Gratuities \$ 300.00

<b>Total Expenses:</b>	<b>\$14,781.00</b>
------------------------	--------------------

#7



RECEIVED MAR 23 2016

## Project Graduation

275 East Central Avenue, Pearl River, New York 10965

### March 2016

High School graduation night can be the most memorable evening in the eyes of our youth. It is a night to be proud, to celebrate past achievements and look to the future. In an effort to make this evening a truly special occasion, **PROJECT GRADUATION 2016** will continue the tradition started over twenty years ago at Pearl River High School in planning an all-night, chaperoned, drug/alcohol-free event designed to encourage positive behavior and prevent any graduation night tragedies.

The highlights of other years have included: a DJ with video wall, human foosball game, bouncy obstacle course, sports activities, karaoke, a hypnotist, video games, a variety of foods ranging from hors d'oeuvres to a full breakfast, as well as the receipt of souvenirs, photos and a program book. As you can imagine an endeavor like this takes an enormous amount of time, effort, money and planning. Check the HS Website at [www.pearlriver.org](http://www.pearlriver.org) for the latest Project Graduation updates.

In past years donations to fund this event have been requested from local businesses and community members. Perhaps you would like to make **PROJECT GRADUATION** an activity you would like to support. Won't you please consider joining us in making **PROJECT GRADUATION 2016** a safe and memorable event for our youth? Your donation will be acknowledged in the evening's Souvenir Program.

Thank you for your support!  
Sincerely,

**The 2016 PROJECT GRADUATION COMMITTEE**  
**Questions can be sent to: [projectgraduation@gmail.com](mailto:projectgraduation@gmail.com)**

---

PLEASE MAKE DONATIONS PAYABLE TO: P.R.H.S. PROJECT GRADUATION,  
AND MAIL TO THE ABOVE ADDRESS.

NAME: \_\_\_\_\_ BUSINESS: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

DONATION:     \$50     \$75     \$100     \$200     OTHER \_\_\_\_\_



**ALBERTUS MAGNUS HIGH SCHOOL**  
798 Route 304  
Bardonia, New York 10954

RECEIVED APR 28 2016

#7

*Built on Faith, Bound for Excellence*

---

Kimberly Kallen  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

April 26, 2016

Dear Ms. Kallen:

Graduation Ceremonies for the Class 2016 will be held on Friday, June 3, 2016. Later that evening the seniors will celebrate Project Graduation 2016, continuing tradition that began twenty six years ago with the Class of 1990. Project Graduation takes place in the school and is supervised, substance-free party for graduating seniors. Students arrive before 11:30 PM on Friday night and may not leave before 5:00 AM on Saturday. The event provides graduating seniors with the opportunity to be together one more time with classmates, faculty and friends in safe and entertaining environment.

Throughout the night, there will be food/beverages, live entertainment, group activities and plenty of fun. Parents and faculty act as chaperones and all activities take place within the school.

Project Graduation is fully sanctioned and supported by the Administration; however, all cost associated with the event must be funded through the generosity of our parents and external supporters of Albertus Magnus High School. We hope you agree that Project Graduation is a worthwhile endeavor and worthy of your support. A self-addressed envelope is included for your donation.

Your generous support is greatly appreciated. Thank you.

Very truly yours,

Christopher M. Power  
Principal

#12

7FSA 36980  
SP. Use Permit #  
16-SP.08

**Their Commitment. Our Commitment.**

RECEIVED

APR 11 2016

*"The U.S. is obligated at every level (federal, state, local and community) to care for its Disabled Veterans."*

TOWNSHIP OF ORANGETOWN  
MUNICIPAL CLERK

**Valor Network Inc.**

7 Hemptor Rd  
New City, NY 10956

23 FEB 2016

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

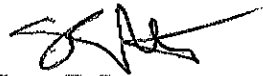
Re: Pearl River American Legion Memorial Day Parade - May 30, 2016

To Whom it May Concern;

In support of the 2016 Pearl River Memorial Day Parade on 30 MAY 2016 a request is made for barricades to support the control of traffic during the assembly and execution of the parade. Members and organizations participating in the parade will assemble on the 25<sup>th</sup> at 9:45 AM with the Parade beginning at 10:15 AM. The parade should be complete NLT 11:45. Information on the parade route has been provided in previous request packet to the Chief of Police and the Highway Department.

Thank you for your prompt attention to this request.

Respectfully Yours;



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

Barricades - Highway Dept.

# 12

RECEIVED

APR 11 2016

TOWN OF ORANGETOWN

SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT # 16-SP208

TOWN OF ORANGETOWN

APPLICANT NAME: American Legion Post 329 Pearl River Attn: Scott Rutter  
EVENT NAME: Pearl River Memorial Day Parade 2016

ADDRESS: 30 Railroad Ave Pearl River, NY 10965

PHONE #: 845-735-7868 CELL #: 845-709-4104 FAX #

CHECK ONE: PARADE  RACE/RUN/WALK OTHER

The above event will be held on Mon 30 May 2016 from 0945 to 1145

RAIN DATE: None  
Orangetown Police Department

Location of event: Pearl River, NY

Sponsored by: Pearl River American Legion Post 329 Telephone #: 845-735-7868

Address: 30 Railroad Ave Pearl River, NY 10965

Estimated # of persons participating in event: 500 vehicles 10

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:  
Scott Rutter and Members/Leaders of American Legion Post

Signature of Applicant: [Signature] Date: 2 March 2016

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event: Y/N - Received On: 4.11.16

Certificate of Insurance: Y/N - Received On: 4.11.16

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y  N - Received On: 4.11.16

Rockland County Highway Dept. Permit: Y  N - Received On: 4.11.16

NYS DOT Permit: Y  N - Received On: X

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

RFS #: 36980 BARRICADES: Y  N CONES: Y  N TRASH BARRELS: Y  N OTHER:

APPROVED: [Signature] DATE: 4.11.16  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y  N Other:

APPROVED: [Signature] DATE: 4/13/16  
Superintendent of Parks & Recreation

APPROVED: [Signature] DATE: 04/14/16  
Chief of Police

\*\* Please submit to Highway and/or Parks Department to be placed on the town board agenda \*\*

FOR POLICE DEPARTMENT USE ONLY:

Coverage Needed: Y/N: Time to be covered:

Officer In Charge: Squad Assigned:

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

Unusuals: Accidents: Arrests: Summonses:

Workshop Agenda Date: Approved On: TBR #:

RECEIVED  
APR 14 2016  
Orangetown Police Department

RECEIVED  
APR 15 2016  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



#12

RECEIVED

JAMES J. DEAN  
Superintendent of Highways  
Roadmaster II

APR 11 2016

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



ROAD CLOSING PERMIT APPLICATION  
Section 139 Highway Law

NAME Pearl River American Legion Post <sup>Attn:</sup> Scott Rutter DATE 2 MAR 2016  
COMPANY Pearl River American Legion Post  
ADDRESS 30 Railroad Ave Pearl River NY 10965  
TELEPHONE 845-709-4104  
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

South Main Street, between Central and Franklin and around  
(Address number and name of road) Braunsdot Park

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Memorial Day Parade  
DATE OF CLOSING Mon 30 May 2016 RAIN DATE N/A  
TIME ROAD WILL BE CLOSED 9:45 AM to 11:45 AM  
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO  
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

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

PRELIMINARY APPROVAL [Signature] DATE 4/12/16  
JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

HAMLETS: PEARL RIVER • BLAUVELT • ORANGETOWN • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW



CLEAN STREETS • CLEAN STREAMS

RECEIVED

MAR 16 2016

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY  
PERMIT # 16-SP-07

EVENT NAME: 125<sup>th</sup> Celebration of Palisades Free Library

APPLICANT NAME: Palisades Free Library

ADDRESS: 19 Claster Road, Palisades, New York 10964

PHONE #: 845-359-0136

CELL #

FAX #

CHECK ONE - PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER  125<sup>th</sup> Anniversary

The above event will be held on May 4, 2016 from 11 to 5 RAIN DATE: May 15, 2016

Location of event: 19 Claster Road

Sponsored by: Palisades Free Library telephone #: 845-359-0136

Address: 19, Claster Rd, Palisades, N.Y. 10964

Estimated # of persons participating in event: 100-200 vehicles 2 - 1 ice cream truck  
1 food truck

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

Board of Trustees and staff of Palisades Library

Signature of Applicant: Helena Power, Trustee Date: March 11, 2016

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 3.28.16

Certificate of Insurance - Received On: 3.16.16

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y  N  Received On: X

Rockland County Highway Dept. Permit: Y  N  Received On: 3.30.16

NYS DOT Permit: Y  N  Received On: X

Route/Map/Parking Plan: Y  N  Received On: 3.28.16 - new route 4.1.16

RFS #: 36581 BARRICADES: Y  N  CONES: Y  N  TRASH BARRELS: Y  N  OTHER: detour signs / message boards

APPROVED: [Signature] DATE: 4/12/16  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: [Signature] DATE: 4/2/16  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 04/14/16  
Chief of Police

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

Workshop Agenda Date: 4.26.16 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
APR 14 2016  
Orangetown Police Department

RECEIVED  
APR 15 2016  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

#13

Permit #  
16 SP07

RECEIVED

MAR 28 2016

PALISADES FREE LIBRARY

19 Closter Road, Palisades, NY 10964  
(845) 359-0136

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

March 23, 2016

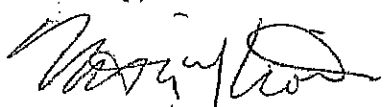
Supervisor Andy Stewart  
Town of Orangetown  
Town Hall  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Supervisor Stewart and Members of the Town Board:

Pursuant to the Palisades Free Library's special permit request to close part of Closter Road (in front of the library) on May 14<sup>th</sup> (rain date - May 15) we request the following from the Orangetown Highway Department: barricades and signage to illustrate detour routes on that day. Suggested detour route is attached. The requested closure is on May 14<sup>th</sup> from 11 AM to 5 PM (rain date May 15<sup>th</sup>). *Also, the message board.*

As always, please do not hesitate to contact me with any questions or concerns.

Sincerely,



Maria Gagliardi  
Director

Encl.

✓ cc: Mr. James Dean, Orangetown Highway Department Superintendent

#13

F.Y.I.

RECEIVED  
MAR 16 2016  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

PALISADES FREE LIBRARY

19 Closter Road, Palisades, NY 10964  
(845) 359-0136

March 15, 2016

Andy Stewart  
Town Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

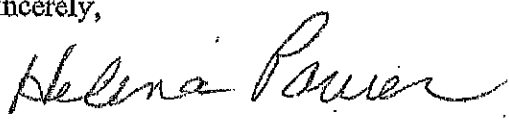
RE: Palisades Library 125<sup>th</sup> Anniversary Celebration

Dear Supervisor Stewart:

The Palisades Library is celebrating its 125<sup>th</sup> Anniversary this year. We are having various events during the year with one major celebration being planned for Saturday, May 14, 2016 (Sunday, May 15<sup>th</sup> is the rain date). It is an outdoor plant/seed swap, a throwback to the events that were held years ago and we are expecting a large turn-out. We are applying for a permit to hold the event as well as a permit for a road closure (Closter Road) for the duration of the event. An insurance certificate naming the County Highway Department as additional insured has been forwarded with the permit request.

If there are any other documents that need to be filed in order to have this event run smoothly, please let us know.

Sincerely,



Helena Power  
Board of Trustees, President

Cc: Rockland County Highway Department  
Town of Orangetown (permit request)

Encl.

#13

PALIS-3 OP ID: WD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/10/2016

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

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

PRODUCER <b>EIDMAN AGENCY INC.</b> 145 ROUTE 303 SOUTH WEST NYACK, NY 10994	<b>MAR 16 2016</b>  <b>TOWN OF ORANGETOWN</b> <b>HIGHWAY DEPARTMENT</b>	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
INSURED <b>PALISADES FREE LIBRARY</b> <b>19 CLOSTER RD</b> <b>PALISADES, NY 10964</b>	INSURER A: <b>UTICA NATIONAL INS. GROUP</b>		<b>10687</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDC/ SUBR INSR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	4150777	09/01/2015	09/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/DP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X	4150790	09/01/2015	09/01/2016	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
LIBRARIES - CERTIFICATE HOLDER IS ADDITIONAL INSURED AS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT.

FOR EVENT REQUIRING ROAD CLOSURE ON MAY 14TH

<b>CERTIFICATE HOLDER</b>  <b>ROCKLHI</b>  <b>ROCKLAND COUNTY HIGHWAY DEPT.</b> <b>23 NEW HEMPSTEAD RD.</b> <b>NEW CITY, NY 10956</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

#13

# Rockland County

Ed Day, Rockland County Executive

Permit #  
16-SP-07

**HIGHWAY DEPARTMENT**  
23 New Hempstead Road  
New City, New York 10956  
Phone: (845) 638-5060 Fax: (845) 638-5037  
Email: [highway@co.rockland.ny.us](mailto:highway@co.rockland.ny.us)

RECEIVED  
MAR 30 2016  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**Charles H. "Skip" Vezzetti**  
Superintendent of Highways

### PERMIT AND NOTICE TO *Close* A ROAD

To the Town Clerk of *Orangetown* in Rockland County:

This is to certify that the Superintendent of Highways of Rockland County has been requested by

PALISADES LIBRARY 125 YEAR CELEBRATION ( c/o Helena Power at 359-0136 )

To *Close* a section of Highway in the Town of *Orangetown* Rockland County, known as

CLOSTER ROAD BTWN. OAK TREE ROAD AND HORNE TOOKE ROAD IN PALISADES

Detour = is Around and Down Horne Tooke Road

The portion of highway will be *Closed* under Highway Law on May 14, 2016. 11 am - 5 pm

For the purpose of 125 YEAR LIBRARY CELEBRATION

This activity can not be properly conducted unless the portion described above is *Closed* during the time such activity is in progress.

To the Town Highway Superintendent of *Orangetown* in Rockland County:

A certificate of which the foregoing is a copy having been executed by me under the authority conferred by Section 104 of the Highway Law and filed in the office of the Town Clerk in *Orangetown* on the 25th Day of March 2015, you are hereby notified that I have authorized the *Closure* of the above described section of highway. The applicant must provide a detour for traffic during the time the road is *Closed* and notify police, fire, ambulance, school districts and public transportation prior to *Closing* of the roadway. The applicant must provide the necessary signs, barricades, lights, flagmen, etc. and make every effort to cooperate with the travelling public. Keep fire, police, ambulance, public transportation and school entities informed as to daily activities, concerning the *Closure*.

Dated this 25th March 2015

Rockland County Superintendent of Highways

WVH  
3/28/16

#14



# DOMINICAN *Sisters* of Blauvelt

RECEIVED  
APR 25 2016  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

March 9, 2016

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Dear Town Board Members,

We are hosting our 2<sup>nd</sup> Annual Nun Run on Saturday, May 7, 2016. Race route is below. We are requesting the use of barricades for this event.

Race starts at the front steps of the convent (496 Western Highway).  
Left out of the Convent into Western Highway.  
Left on Convent Road.  
Left on Parkway Drive South  
Right onto Dutch Hill Road  
Right into Town Hall parking lot. Runners will circle the lot in the back and then come back out to make a right onto Dutch Hill Road. (Water table here?)  
Left onto Orangeburg Road  
Left onto Western Highway  
Left onto Convent Road  
Left into the driveway for St. Dominic's Home. Runners will enter the property here and run around to the front of the convent where the race will end.

Parking will be here on the grounds of the convent.

Thank you.

Regards,

*Cathy Carroll*  
Cathy Carroll



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



2016 Application for Showmobile Use

Event/Festival Name: Commemoration '1916' Easter Rising in Dublin  
Organization Name: Ancestral Order of Hebronnians  
Applicant's Name: Jim McDonnell Phone (w): 845-825-9260  
Address: 1 Ann Ave City: Stony R Zip: 10980  
Cell Phone: As Above E-Mail: JIMMHC786@Verizon.net  
Day: Sunday Date: April 20, 2016 Time of Set-up: 9:30 Time of Take-down: 1:15

Requested Location (park, street, location on premises, etc., be specific, attach map if needed):  
BAA Field Orangetown, across from Kline Center

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

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

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

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

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The showmobile does not have the ability to go over curbing or rough terrain.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- A member of the organization renting the unit must be on site at time of arrival for proper set up.

Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- Rental Costs: \$400.00
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read and understand the conditions listed above:

Applicant's Signature: James McDonnell Date: 15 April 2016  
Department Approval: Mal W. Albert Date: 4/19/16



#15

ANCIENT ORDER OF HIBERNIANS IN AMERICA  
*Organized in New York City, May 4, 1836*  
ROCKLAND COUNTY A.O.H.  
P.O. Box 182  
Pearl River, NY 10965

April 20, 2016

Supervisor and Town Board Members  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10952

Gentlemen,

On Sunday, April 24, 2016, we will be having a 1916 Celebration at the RPC field with the GAA.

We would like to use ten barrels from the Orangetown Highway Department.

We thank you in advance for Orangetown's continuing support. If you have any questions, please call me at (845) 825-9260.

Very truly yours,

Jim McDonnell



National Alliance on Mental Illness

# NAMI | Rockland

Find Help. Find Hope.

A17

**Board of Directors**

Rena Finkelstein  
*President*

Sandra Wolf, MPA  
*1<sup>st</sup> Vice President*

Chris Vanasse, MS, MHC  
*2<sup>nd</sup> Vice President*

Marybeth Leeber, CPA  
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- Dermot Harvey
- Emily Harvey
- Helen Klein
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**Russell Tobe, M.D.**  
*Medical Director*  
*Division of Outpatient Research*  
*Nathan S. Kline Institute for*  
*Psychiatric Research*

**Mailing Address**  
PO Box 635  
Orangeburg, NY 10962-0635  
**Telephone / Helpline:**  
845-359.8787  
**Fax:** 845.359.4604  
**Email:** info@namirockland.org.  
**Website:** www.namirockland.org.

**February 15, 2016**

Andrew Stewart, Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Supervisor Stewart,

**Since 1949, May has been designated as Mental Health Awareness Month throughout the nation.** This year, as part of a New York State anti-stigma initiative, NAMI Rockland will be launching a countywide **Mental Health Awareness Ribbon Campaign** to bring the issue of mental illness in our community to the forefront. By doing so, we hope to begin to free people from the stigma and shame that prevents so many from seeking and accepting the help they need. Furthermore, honest and direct dialog about mental illness will encourage treatment for adults and early intervention for children and teenagers, leading to a greater likelihood of healthy productive lives.

In partnership with local municipalities, schools, libraries, other mental health agencies and advocates we plan on tying ribbons on trees, lampposts, etc. in places of high traffic throughout the community as well as using 18 X 24 inch signs when and where appropriate with permission. NAMI Rockland respectfully asks you to join us in our 2016 public awareness campaign during the month of May 2016. NAMI Rockland volunteers will be responsible for putting up the ribbons and for taking them down at the end of the month. The ribbons are made of 4 inch white Splendorette with our message. (See photo)

The National Alliance on Mental Illness of Rockland County (NAMI Rockland) is a 501 c 3 non-profit affiliated with the nation's largest grassroots mental health organization dedicated to providing support, education and advocacy to individuals and families affected by mental illness. We offer help and hope to Rockland residents through our extensive array of free services and programs. Please contact me to schedule a time to speak with the Town Board and to further discuss our May 2016 awareness campaign. We invite you to visit us online at [www.namirockland.org](http://www.namirockland.org).

Sincerely,

Jacquelyn Drechsler, Chairperson  
Mental Health Awareness Ribbon Campaign

4/24/2016  
5/3/2016  
RTE ml

*Serving Families through Support, Education, Awareness, Advocacy and Research.*  
*Affiliated with the National Alliance on Mental Illness and NAMI-NYS*



Founded 1981

#17

# Find Help. Find Hope.

**NAMI's county wide Ribbon Campaign is coming in May! Get involved! You can help!**

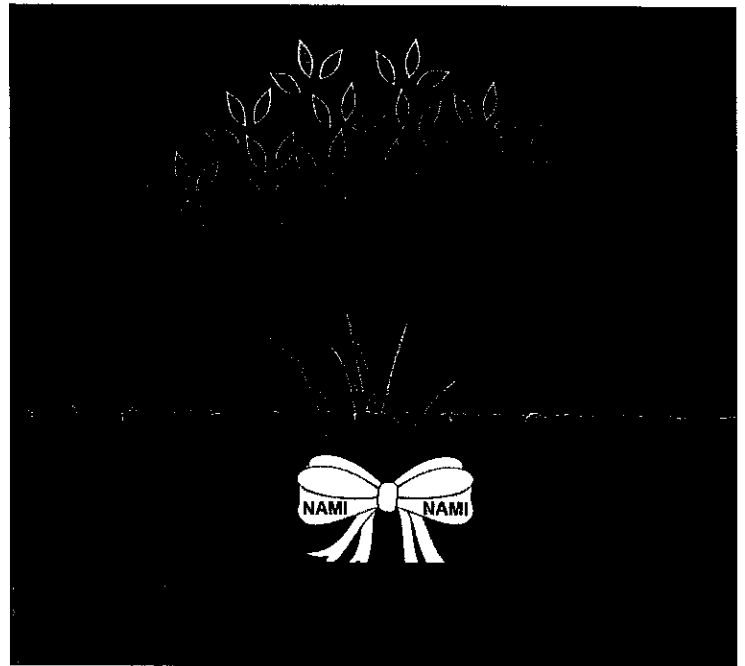
**The National Alliance on Mental Illness (NAMI)** is a grassroots organization dedicated to improving the quality of life for all individuals and families whose lives are affected by mental health concerns.

**The Ribbon Campaign:** NAMI's Mental Health Awareness Ribbon Campaign, piloted in 2013, is an anti-stigma initiative designed to bring the topic of mental illness in our communities to the forefront and to facilitate open and honest dialogue about the subject.

Mental illness does not discriminate. It crosses all ethnic, religious, racial and economic barriers.

- The brain is the single most important and complex organ in the body. It is responsible for regulating the functioning of all the other organs.
- The symptoms of a mental illness encompass one's perception, thought, language, emotion, volition and creativity
- 1 in 4 adults experiences mental illness in a given year
- 1 in 17 live with a serious and chronic mental illness such as schizophrenia, bipolar disorder, and major depression
- 1 in 5 children age 13-18 experiences a mental health disorder in a given year.
- Without intervention, child and adolescent disorders frequently continue into adulthood
- About 1/2 of the adults who have a diagnosable mental health disorder will also have a substance use disorder at some point during their lifetime.
- An estimated 22 veterans die from suicide each day.

Statistics from NAMI National, NIMH, US Dept. of Veteran Affairs



## **NAMI Rockland's Services are free of charge.**

**HELP LINE: (845) 359-8787**

**FAMILY PEER ADVOCATE:** One to one support for parents of children and adolescents

**FAMILY SUPPORT GROUPS:** Day and evening support groups for parents and other loved ones of individuals living with a mental health concerns

**FAMILY TO FAMILY (F2F):** Educational program for families and caregivers of adults with mental health concerns.

**NAMI BASICS:** Educational program for families and caregivers of children and adolescents with mental health or behavioral concerns.

**ENDING THE SILENCE:** Mental Health educational program for Middle School and High School students.

**PARENTS AND TEACHERS AS ALLIES (PTAA):** NAMI's signature school outreach workshop

**IN OUR OWN VOICE (IOVV):** People with living with mental health diagnoses integrate their stories into a professional program at hospitals, businesses, schools, and other community organizations

### **MONTHLY EDUCATION PROGRAM/SPEAKER SERIES**

Early identification and intervention can sharply improve outcomes and result in a substantially shorter and less disabling course of illness.



**Rockland**

For more information visit us at: [www.namirockland.org](http://www.namirockland.org)

# Mental Health Facts IN AMERICA

**Fact:** 43.8 million adults experience mental illness in a given year.



1 in 5 adults in America experience a mental illness.

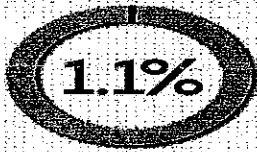


Nearly 1 in 25 (10 million) adults in America live with a serious mental illness.



One-half of all chronic mental illness begins by the age of 14; three-quarters by the age of 24.

## Prevalence of Mental Illness by Diagnosis



1 in 100 (2.4 million) American adults live with schizophrenia.<sup>1</sup>



2.6% (6.1 million) of American adults live with bipolar disorder.<sup>1</sup>



6.9% (16 million) of American adults live with major depression.<sup>1</sup>



18.1% (42 million) of American adults live with anxiety disorders.<sup>1</sup>

## Consequences



**10.2m**  
Approximately 10.2 million adults have co-occurring mental health and addiction disorders.<sup>1</sup>



**26%**  
Approximately 26% of homeless adults staying in shelters live with serious mental illness.<sup>1</sup>



**24%**  
Approximately 24% of state prisoners have "a recent history of a mental health condition".<sup>2</sup>

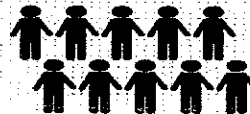
## Impact



**1st**  
Depression is the leading cause of disability worldwide, and is a major contributor to the global burden of disease.<sup>1</sup>



**-\$193b**  
Serious mental illness costs America \$193.2 billion in lost earning every year.<sup>3</sup>



**90%**  
90% of those who die by suicide have an underlying mental illness. Suicide is the 10th leading cause of death in the U.S.<sup>3</sup>

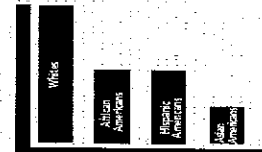
## Treatment in America



Nearly 60% of adults with a mental illness didn't receive mental health services in the previous year.<sup>4</sup>



Nearly 50% of youth aged 8-15 didn't receive mental health services in the previous year.<sup>1</sup>



African American & Hispanic Americans used mental health services at about 1/2 the rate of whites in the past year and Asian Americans at about 1/3 the rate.<sup>1</sup>

## Ways to Get Help



Talk with your doctor



Connect with other individuals and families



Learn more about mental illness



Visit NAMI.org



Helpline: 845.359.8787  
www.namirockland.org



Rockland

# The Legislature of Rockland County



#18

HARRIET D. CORNELL  
Legislator – District 10

Chair – Environmental Committee  
Chair – Special Committee on Transit

Economic Development Committee  
Budget & Finance Committee

December 11, 2015

Andy Stewart  
Supervisor, Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: U.S. EPA WaterSense Program

Dear Supervisor Stewart :

The Rockland County Task Force on Water Resources Management (Task Force) urges you to consider making the Town of Orangetown a US- EPA “WaterSense Partner.” The Task Force was enacted by the Rockland County Legislature and signed by the County Executive on June 19, 2014 to develop a plan incorporating sustainability, demand-side principles and conservation in order to ensure a safe, long-term water supply for Rockland. We have been striving to identify conservation programs and strategies that are best suited for Rockland, and have identified the WaterSense Program.

Why should the Town of Orangetown become a WaterSense Partner? Every municipality in Rockland struggles to keep its budget under the tax cap, searching for every possible option to save money. Water usage for municipal functions, whether for grounds maintenance or washing the Town’s vehicles, represents a significant cost in the Town’s budget. WaterSense provides specific information and suggestions to help the Town conserve water and save tax dollars. This also helps reduce infrastructure construction and operational costs for wastewater treatment. Conserving water saves money and energy.

The County Legislature passed a unanimous resolution which was signed by the County Executive to become a WaterSense partner in October. The Task Force is now calling on all five towns and nineteen villages to consider becoming WaterSense partners to conserve water and save money.

WaterSense focuses on raising awareness of water as a vital but limited resource through an array of free programs and services it offers its partners. Partners include hundreds of municipal governments, manufacturers, nonprofit organizations, retailers and builders. Partners receive educational materials that can be used both with the public and for internal trainings on water conservation, as well as information about independently tested water-saving fixtures and appliances. Municipalities can adopt what they wish from the Program, as they wish. For example, Orangetown could choose to promote water conservation by regularly posting water saving tips on its website or the Town could take more aggressive steps by enacting new WaterSense standards for plumbing fixtures.


#18

Similar to Energy Star endorsements, the competitively priced WaterSense products are guaranteed to save at least 20% of water over conventional products with a guarantee of equal or better product performance. Additionally, because they use far less water, they are significantly cheaper over time. Attached are a WaterSense fact sheet and a description of the Task Force.

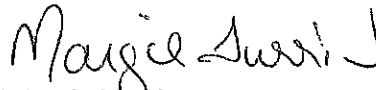
The nineteen members of the Task Force represent various perspectives and organizations including large water users, school districts, business and industry, the County Sewer District, the Rockland Water Coalition, and others. For the past year, the Task Force has been working diligently on a number of initiatives including drought management, storm water capture and conservation.

We would be happy to explain to the Town Board how WaterSense can benefit the Town and provide an update on the work of the Task Force. We will call your office in the next several days to see if we can schedule a presentation.

Sincerely,

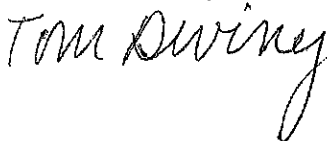


Harriet Cornell  
Chair, Task Force on Water Resources Management



Margie Turrin  
Co-Chair, Conservation Committee

cc: Town Board Members



## Getting Involved

Just as many small drops of water can join together to form a mighty river, we can all come together to make a difference. Join the WaterSense program and help make water efficiency a top priority for communities across the country. Large or small, there are many ways to become involved with protecting this valuable resource:

- Educate the public, your customers, and your constituents about WaterSense.
- Refer to the wide range of WaterSense resources for tips on water-saving activities and information on water-efficient products, homes, and services.
- Commit to practicing water-efficient landscape irrigation practices, including working with WaterSense irrigation partners.
- Network and collaborate with others who are committed to water efficiency.
- Consider retrofitting buildings, businesses, and schools with WaterSense labeled products and design future buildings with water efficiency in mind.
- Become a WaterSense partner!

## Partner to Protect

Commit to water efficiency and become a WaterSense partner.

- Receive national recognition from EPA.
- Gain access to resources designed for your needs.
- It's free!

Help preserve future water supplies, save energy, and protect the environment by making WaterSense labeled products and homes the preferred choice.

**Join today!**



[www.epa.gov/watersense](http://www.epa.gov/watersense)  
(866) WTR-SENS (987-7367)



WaterSense

## Yes, I want to...

- Be part of a national brand promoting water efficiency.
- Access free, customizable materials and tools to help spread the word within my community, company, and/or industry.
- Network and collaborate with a national network of WaterSense partners.
- Differentiate my products, new homes, and/or organization in the marketplace.
- Help make WaterSense labeled products and homes the preferred choice among consumers.



## To Become a Partner:

- 1 Find out if you're eligible.  
Visit [www.epa.gov/watersense/partners](http://www.epa.gov/watersense/partners).
- 2 Sign a Partnership Agreement.
- 3 Submit your completed agreement to WaterSense via email or fax.
- 4 If you have any questions, contact the WaterSense helpline (866) 987-7367.

Additional steps may be required depending on your partner category.

# We Can

Make Waves with WaterSense®

“Water is the best  
of all things.”

Pindar, (c. 522–438 BC)  
*Olympian Odes*

## A Need for WaterSense

Population growth, seasonal droughts, and climate change all place pressure on existing freshwater resources. Since water is an essential component to survival on Earth, it calls for a closer look at how we use this limited resource and ensure its availability for future generations.

WaterSense, an EPA-sponsored program, helps Americans save millions of gallons of water each day by making simple water-efficient choices. From identifying water-efficient products, new homes, and services, to providing simple, everyday tips for saving water, WaterSense is a national resource that can help everyone protect our future water supplies.

“WaterSense has provided us with  
the necessary tools to better promote  
efficiency in our community.”

City of Monroe Utilities Department





## About Rockland Water Task Force

### What is Rockland Water Task Force?

The Task Force was formed in June 2014 by a Resolution of the County Legislature and signed by the County Executive. Charged with developing a comprehensive water policy for Rockland County residents and businesses, the Task Force is guided by the need to have a cost-effective, long-term water supply for the County that incorporates sustainability, demand-side principles and conservation. Rockland has a private company responsible for delivering water to the majority of the homes and businesses, excluding Nyack, Suffern and homes on private wells. However, we all share in Rockland's water and it is up to the County residents to ensure that we have water available for our future needs.

### Why is this important for Rockland?

By carefully looking at our water system and our practices we can ensure we have water available for a long time in a cost effective manner. Over the last few years there has been a lot of discussion about Rockland's water supply. Rockland's water is stored above ground in reservoirs and below ground in wells and aquifers. Our supply is linked to usage in Orange County above us, and New Jersey below us. We have a reliable water supply available, but our shared usage means we need to manage it.

### Who is on the Task Force?

Chaired by Legislator Cornell, the Task Force is made up of members of your local community and includes representation from both the Executive and Legislative branches of the County. The 19 members also include town and village governments, Rockland schools & colleges, business representatives, scientific communities, members from the Rockland Water Coalition and a position is designated for United Water New York.

### What is the structure of the Task Force?

All meetings of the Task Force are publicly announced and are open to the interested public. In addition there are Committee working groups that are an essential piece of the Task Force. All of these working groups are open to the public for membership and participation. The different topics include:

**Conservation** – Develop and promote water conservation goals and practices through identifying, investigating and suggesting proven water conservation strategies to the Task Force.

**System Management** – Review water system for additional water supply options and costs, and infrastructure improvements & repairs.

**Drought & Flood Management** – Evaluate and predict Rockland's water supply capabilities during droughts, develop emergency policies for water supply reliability in such times,

**Groundwater & Stormwater** – Identify potential new water sources (both ground and surface) for the County, and identify areas to examine enhanced recharge.

**Community Communications Committee** – Connect the community with Task Force initiatives, and with water saving tips.

### How can it work with the local towns and villages?

The towns and villages are an important part of Rockland's water use and planning. Water is a Countywide shared resource and a set of *Water Best Practices* will benefit all of Rockland. The Task Force will collect and review valuable water savings initiatives and opportunities through reviewing industry approved practices and materials. Initiatives adopted at the County level will be shared with the Towns and Villages with an explanation of savings and benefits encouraging consideration for adoption.



# Partnership Agreement: Promotional Partners

## Section I: EPA WaterSense® Program Goals

EPA's WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through this program, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

## Section II: Partnership Pledge

As an EPA WaterSense promotional partner, my organization shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Educate consumers, residents, businesses, and institutions located in the United States and Canada on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in EPA's WaterSense program.
3. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities and incentive programs to assist in determining the impact of the program in promoting labeled products.
4. **For applicable trade associations:** If asked, provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Adhere to all policies and procedures contained in the Program Guidelines.
6. Feature the WaterSense promotional label and partner logo on website and in other promotional materials.
7. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
8. Grant EPA's WaterSense program permission to include partner's name on a list of participating partners on the WaterSense website, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

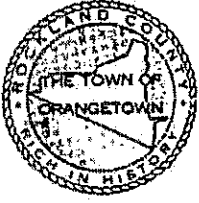
## Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient new homes, products, and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program website, WaterSense Helpline, email, or other means), including a listing of labeled products and programs on the website.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense Program Guidelines.
7. Review pre-press promotional items, draft websites, packaging, or other materials that use the WaterSense marks upon request.

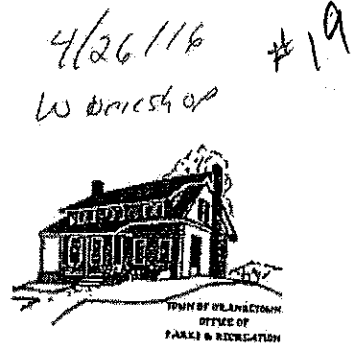
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## Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any federal agency in connection with any activities it carries out in furtherance of this agreement.
3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. No building, facility, or structure will be WaterSense labeled as a result of this agreement. If additional WaterSense partner categories become available, affected organizations will be asked to reapply for partnership in the new category.
5. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
6. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
7. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.



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



2016 Application for Showmobile Use

Event/Festival Name: African American Festival  
 Organization Name: Village of Nyack  
 Applicant's Name: Melody Patrick Phone (w): 914-629-9748  
 Address: 9 N Broadway City: Nyack Zip: 10960  
 Cell Phone 914-629-9748 E-Mail: recreation@nyack-ny.gov  
 Day Saturday Date May 7 Time of Set-up: 10:00 am Time of Take-down: 7:00 pm  
 Requested Location (park, street, location on premises, etc., be specific, attach map if needed):  
Memorial Park Nyack

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

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

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

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

Stage used for music, dancing, performances + speeches. Stairs - one set. Showmobile facing grass to east.

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The showmobile does not have the ability to go over curbing or rough terrain.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- A member of the organization renting the unit must be on site at time of arrival for proper set up.

Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- Rental Costs: \$400.00
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read and understand the conditions listed above:

Applicant's Signature Melody Patrick Date 4-14-16

Department Approval \_\_\_\_\_ Date \_\_\_\_\_

#22



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

---

DATE: April 14, 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

---

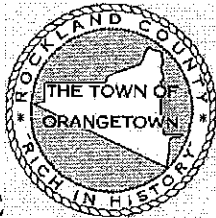
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

CROSSROADS PLUMBING and HEATING  
 14 Spring Avenue  
 Bergenfield, NJ 07621  
 Tel.: 201-384-3063

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 26, 2016 and the Regular Town Board Meeting agenda scheduled for May 3, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
 encl.

#22



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 14, 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.)  
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FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

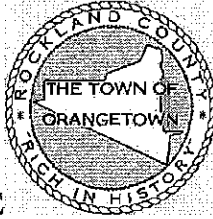
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

PRO-CUT LANDSCAPING  
 11 Pineview Road  
 West Nyack, NY 10994  
 Tel.: 845-727-8815

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 26, 2016 and the Regular Town Board Meeting agenda scheduled for May 3, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
 encl.

#22



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 15, 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

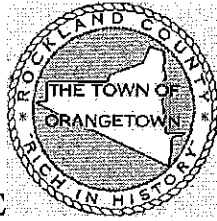
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

Belleville Landscaping, Inc.  
 84 North Route 9W  
 Congers, NY 10920  
 Tel.: 845-268-7437

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 26, 2016 and the Regular Town Board Meeting agenda scheduled for May 3, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
 encl.

#22



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 22, 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.

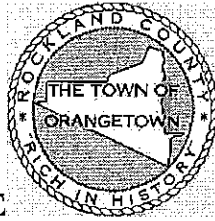
SDM INDUSTRIES, INC.  
 21 South Park Terrace  
 Congers, NY 10920  
 Tel.: 845-494-5996

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 26, 2016 and the Regular Town Board Meeting agenda scheduled for May 3, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
 encl.



#22



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

---

DATE: April 22, 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

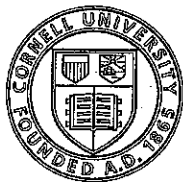
---

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.

DUTRA EXCAVATING & SEWER  
10 Stone Hollow Road  
Montvale, NJ 07645  
Tel.: 201-930-1229

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 26, 2016 and the Regular Town Board Meeting agenda scheduled for May 3, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf  
encl.



Cornell University  
Cooperative Extension  
Rockland County

RECEIVED APR 20 2016

#23

10 Patriot Hills Drive  
Stony Point, NY 10980  
Tel: 845-429-7085  
Fax: 845-429-8667  
www.cce.cornell.edu/rockland/

April 19, 2016

Supervisor Andrew Stewart  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

James Dean  
Orangetown Highway Department  
119 Route 303  
Orangeburg, NY 10962

Dear Supervisor Stewart, and Jim,

Enclosed please find the proposed agreement between the Village and Cornell Cooperative Extension (CCE) that will help the Village meet the educational and outreach requirements of *EPA Phase 2 Stormwater Regulations* -- particularly addressing Minimum Control Measures 1, 2, and 6. The agreement may be renewed by both parties at end of this period.

This year we are especially proud of the \$410,000 grant we helped the Stormwater Consortium receive through the Water Quality Improvement Project (WQIP) program. These funds will be divided among members to help create a centralized mapping database with remote access that will enhance monitoring of stormwater outfalls allowing the municipalities to improve stormwater management. It is our hope to continue to apply for grants that are more readily available due to our participation in the Stormwater Consortium. In order to ensure success, we hope that all villages will continue to participate in this agreement, thereby pooling resources in order to continue this educational/outreach program.

**We hope that you will discuss this and then renew your agreement with us and upon receiving the contract we will send you an invoice to be paid within 30 days.** Once we receive your signed contract, we will also sign it and then return a copy to you with the invoice. Please feel free to call the Interim Executive Director, Ann Marie Palefsky, 845-429-7085, X119 if you have any questions concerning this agreement

Sincerely,

Ann Marie Palefsky  
Interim Executive Director

*Building Strong and Vibrant New York Communities*



Cornell University  
Cooperative Extension  
Rockland County

10 Patriot Hills Drive  
Stony Point, NY 10980  
Phone: (845) 429 - 7085  
Fax: (845) 429 - 8667  
www.cce.cornell.edu/rockland/

## **2016 Stormwater II Education Program Agreement**

**Summary:** Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, commit to:

- Minimum Control Measure #1: ... Public Education and Outreach
- Minimum Control Measure #2: ... Public Participation in Stormwater Management
- Minimum Control Measure #6: ... Good Housekeeping for Municipal Operations

Most MS4s are not set up to provide community-wide education; however, Cornell Cooperative Extension, as an agency with over 95 years of public education experience in Rockland County, in cooperation with the Rockland County Stormwater Consortium, can provide each MS4 with community education, outreach and involvement in order to satisfy the three Minimum Control Measures listed above.

Cooperative Extension will tap its resources at Cornell University, NYS-DEC, US-EPA and other reputable sources to develop, implement and evaluate an educational program for this MS4. The success of this program depends on participation by all five towns in Rockland and over a dozen villages, all of which contribute to the support of the educator position and responsibilities, as described below. Based on input from the Stormwater Consortium, the following services are being offered to the MS4:

### **CCE'S RESPONSIBILITIES IN THIS AGREEMENT:**

1. **MCM #1: EDUCATION/OUTREACH:** CCE will employ an educator to conduct and evaluate educational programs about stormwater management for the public and for municipal employees within the MS4 district in addition to those in the other districts participating in this agreement. The educational outreach will focus on the town's impact on stormwater through best management practices; proper landscape and facility maintenance; pollution prevention for businesses; proper disposal of trash and hazardous waste; water conservation; and low-impact development. Training topics will be identified based on focus group discussions and input from Stormwater Consortium members.
  - A. **PLANNING/ZONING BOARD WORKSHOP(S):** A class or series of classes will be offered to help members of local planning and zoning boards understand best management practices and make the best decisions in approving site and zoning plans. Input from planning/zoning board members and Stormwater Consortium members will be encouraged to identify training topics. The workshop(s) may be co-sponsored by the *Rockland County Municipal Planning Federation*.
  - B. **CLASSES AND WORKSHOP(S):** CCE will offer the following classes to specific target audiences:
    - **General Public** – *Stream Management* and *Ecological Lawn Care* seminars will be offered. These classes will consider the role that residents play – from keeping pesticides, fertilizers and grass clippings out of storm drains to the consequences of improper salting of roads and walkways. Both classes will be offered in each of the five townships.

- **Commercial Property Owners and Site Contractors** – A class focusing on what commercial property owners can expect from their contractors, and how to build a working owner/contractor/municipal inspector dialogue.
  - **Landscapers** – A year round seminar highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. An attempt will also be made to offer this seminar in Spanish to landscape employees.
  - **Municipal Employees** – This seminar, on topics pertinent to consortium members, will focus on what to expect during a NYS-DEC inspection.
  - **Best Management Practices (BMPs)** for garage maintenance, good housekeeping for municipal operations.
- C. **PUBLIC NEWS ARTICLES:** Six educational articles focused on various aspects of stormwater management will be submitted to local, countywide newspapers and for publication in town/village/civic and professional newsletters.
- D. **PSAs:** At least three *Public Service Announcements* about best stormwater management practices will be submitted to local cable TV and/or radio stations for airing to the general public, countywide.
- E. **INFORMATION CENTER:** CCE will serve as an ongoing resource to community residents through its Horticulture Diagnostic Lab. The lab is open and accessible to the public via personal visit, phone, fax and e-mail. CCE will, for an additional fee, provide soil testing and recommendations for fertilizer application in an effort to limit the use of excess fertilizers.
- F. **WEBSITE:** A Stormwater Consortium webpage has been added to CCE's website (<http://www.rocklandcce.org/stormwater.htm>). These pages will be updated regularly throughout the year to contain information about best management practices, trainings, and Consortium meetings.
- G. **MONTHLY MEETINGS:** The Extension Educator will attend the MS4's monthly meeting. If a scheduling conflict arises, another informed CCE representative will attend in his/her place. CCE educator will also coordinate and host the Consortium monthly meetings, and CCE administrative staff will keep meeting minutes.
- H. **SITE VISTS:** Upon request of the MS4, the Extension Educator will be available for site visits at locations pertinent to MS4s for consultation. Written reports will be submitted to determine any further course of action.
2. **MS4 #2: PUBLIC INVOLVEMENT/PARTICIPATION:** Cooperative Extension will help recruit volunteers and collaborate with other established organizations that deliver the following services for the town:
- A. Actively promote litter cleanups along streams, beaches and roadways (in cooperation with *Keep Rockland Beautiful, Inc.*).
  - B. Promote the existing Litter Hotline (managed by *Keep Rockland Beautiful, Inc.*) which serves as a community hotline for reporting not only littered spots but water polluters by placing link on Stormwater Consortium webpage to *Keep Rockland Beautiful, Inc.*
  - C. Build working partnerships between MS4s and the *Rockland County Water Quality Committee* to address stormwater issues of common concern.

**3. WORKING ARRANGEMENTS:**

- A. TERM OF CONTRACT: April 1, 2016 – March 31, 2017
- B. SUPERVISION: CCE will employ, train, supervise and evaluate this Educator. Supplies and support will be provided by CCE to allow this Educator to meet the job requirements. During this time, the CCE Educator will be covered by CCE’s liability insurance.
- C. EDUCATIONAL INFORMATION: Information provided to community residents will be educational in nature and will come from reputable sources including the NYS-DEC, US-EPA, Cornell University and other credible research-based institutions. CCE will try to remain unbiased and research-based in nature, and not recommend one private business or product over another.
- D. REPORTING: CCE will provide the Town with quarterly reports of deliverables and annual reports summarizing the outreach efforts and any results that have been measured. Only participating MS4s will receive report summaries and reports will only be released if invoice payments by the Town are up-to-date.
- E. PROGRAM APPRAISAL: CCE and the Town will evaluate this agreement at the end of the program year to determine its effectiveness and need to be continued.

**4. TOWN’S RESPONSIBILITIES IN THIS AGREEMENT:**

- A. FUNDING: The Town will provide \$6,800 (six thousand eight hundred dollars) to fund this project, to be paid within 60 days after receiving the invoice.
- B. ADDITIONAL COSTS: Any additional costs (e.g. printing of fact sheets, refrigerator magnets, posters, stickers, etc.) will be either paid by the Town directly to the manufacturer or invoiced separately if the work is carried out by CCE.
- C. PROGRAM APPRAISAL: CCE and the Town will evaluate this agreement at the end of the program year in order to determine its effectiveness and need to be continued.

**CONTACTS:**

- Ann Marie Palefsky, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 119; fax – 429-8667; email – aep8@cornell.edu.
- Town representative and title: JAMES DEAN, SUPERINTENDENT OF HIGHWAYS
- Town alternate and title NO
- Address: 119 ROUTE 303 ORANGETOWN, NY 10962
- Daytime phone: 359-6062
- Fax: 359-6062 E-mail: highwaydept@orangetown.com

**SIGNATURES:**

	4 / 2016		
Town representative and title	Date	Ann Marie Palefsky	Date
		Interim Executive Director	
		Cornell Cooperative Extension of Rockland	

46 Hunt Avenue  
Pearl River, NY 10965

#24  
WKSHOP 4/26/16  
RTM \$300

April 15, 2016

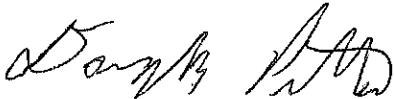
Mr. Joe Moran  
Commissioner  
Orangetown DEME

Please accept this letter of retirement from the position of Sewer Inspector II, effective two weeks from today. My last day at Orangetown DEME will be April 29, 2016.

It has been a pleasure to serve the Town of Orangetown, and its residents for forty-one years.

I am looking forward to moving on to the next chapter in my life.

Best regards,



Douglas Pitts

Town of  
Orangetown

ADA Notice

The Town of Orangetown does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. The Town of Orangetown does not discriminate on the basis of disability, in its hiring or employment practices.

This notice is provided as required by Title II of the American with Disabilities Act of 1990.

Questions, concerns, complaints, or requests for additional information regarding the ADA may be forwarded to the Town of Orangetown's designated ADA Compliance Coordinator.

**Donna Morrison**  
**Human Resources Coordinator**  
**Town of Orangetown**  
**26 Orangeburg Road**  
**Orangeburg, NY 10962**  
**845-359-5100, Ext. 2219**

Individuals who need auxiliary aids for effective communication in programs and services of the Town of Orangetown are invited to make their needs and preferences known to the ADA Coordinator.

This notice is available in large print upon request from the ADA Compliance Coordinator.

#27

**ADA POLICY  
TOWN OF ORANGETOWN, NEW YORK**

**POLICY STATEMENT**

The Town of Orangetown shall ensure that no qualified person with a disability shall, solely on the basis of his or her disability, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any of its programs, services, or activities as provided by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). The Town of Orangetown further ensures that every effort will be made to provide equal access for people with disabilities in all of its programs or activities regardless of the funding source. The Town of Orangetown does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title 1 of the ADA.

For our purposes, as disabled person is defined as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities,
2. Has a record of such an impairment, or
3. Is regarded as having such an impairment

The Town of Orangetown will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town of Orangetown's programs, services and activities, including qualified language interpreters, documents in Braille, and other ways of making information and communication accessible to people with speech, hearing, or vision impairments.

**Organization and Section 504/ADA Coordinator Responsibilities:**

The Human Resources Coordinator of the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 845-639-2072 dmorrison@orangetown.com shall act as the Town of Orangetown's ADA Coordinator and coordinates ADA compliance activities, inquires, accommodation requests, and complaints. In addition, the coordinator will monitor and work with departments as a resource.

**SECTION 504/ADA NOTICE TO THE PUBLIC**

In accordance with the requirements of Title 1 of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, the Town of Orangetown will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Orangetown does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required in Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Question, complaints, or requests for additional information or accommodations regarding ADA and Section 504 may be forwarded to the designated ADA Coordinator:



#27

Human Resources Coordinator  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10956  
845-359-5100, Ext. 2219  
dmorrison@orangetown.com  
Office Hours: Monday- Friday 9am to 5pm.

The Town of Orangetown will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town of Orangetown should contact the ADA coordinator as soon as possible, but no later than 48 hours before the scheduled event.

The ADA does not require the Town of Orangetown to take any action that would fundamentally alter the nature of its programs or services, or impose on it an undue financial or administrative burden.

Complaints that a program, service, or activity of the Town of Orangetown is not accessible to persons with disabilities should be directed to the ADA Coordinator.

The Town of Orangetown will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

The Town of Orangetown will have available a sign interpreter at its annual reorganization meeting and upon request for those who may be hearing impaired.

The Town of Orangetown's ADA Advisory Board shall meet quarterly in the months of March, June, September, and December of each year and as required to discuss matters relating to Section 504 and the American Disabilities Act of 1990 (ADA).

#### SECTION 504/ADA SELF-EVALUATION

The Town of Orangetown is required to do a self-evaluation on its facilities, programs, policies and practices. A transition plan is then created to remediate any deficiencies to comply with Title 11 of the ADA. It will periodically update its self evaluation and transition plan.

#### GRIEVANCE PROCEDURES

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town of Orangetown. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or tape recording of the compliant, will be made available for persons with disabilities upon request.

#27

The complaint should be submitted by the grievant and/or his or her designee as soon as possible but no later than 60 calendar days after the alleged violations to the designated ADA Coordinator:

Human Resources Coordinator  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962  
845-359-5100, Ext. 2219  
[dmorrison@orangetown.com](mailto:dmorrison@orangetown.com)  
Office Hours: Monday- Friday 9am to 5pm.

Within 15 calendar days after the receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 days of the meeting, the ADA Coordinator or his/her designee will respond in writing and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of the Town of Orangetown and offer options for substantive resolution of the complaint.

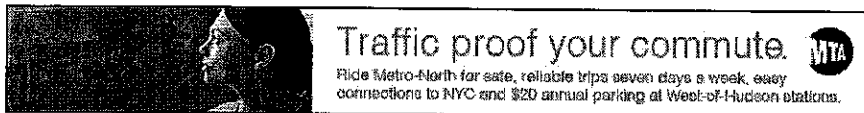
If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision in 15 calendar days after receipt of the response to the Orangetown Supervisor or his/her designee. Within 15 calendar days after the receipt of the appeal, the Town Supervisor shall meet with the complainant to discuss the complaint and possible resolutions. Within 15 days after the meeting, the Orangetown Supervisor or his/her designee will respond in writing and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his/her designee, appeals to the Orangetown Supervisor or his/her designee and responses from these two offices will be retained by the Town of Orangetown for at least three years.

### **REASONABLE ACCOMMODATION PROCEDURES**

Any individual who wishes to request a specific accommodation (including communication aids or services) in order to facilitate the delivery of services or participation in programs or activities provided by the Town of Orangetown should contact the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event:

Human Resources Coordinator  
Town of Orangeburg  
26 Orangeburg Road  
Orangeburg, NY 10962  
845-359-5100, Ext. 2219  
[dmorrison@orangetown.com](mailto:dmorrison@orangetown.com)  
Office Hours: Monday- Friday 9am to 5pm



OBITUARIES

FUNERAL HOMES

SYMPATHY GIFTS

FEATURES

MEMORIALS

SERVICES

Wyman-Fisher Funeral Home Inc.

100 Franklin Ave. Pearl River, NY 10965 845-735-2161

- Website View Map Send Flowers

For more information about

MICHAEL COFFEY View Funeral Home Obituary

VISITATION

Friday, Apr. 22, 2016 3:00 PM - 9:00 PM

Wyman-Fisher Funeral Home Inc. 100 Franklin Ave. Pearl River, NY 10965

- Add To Calendar View Map

MASS OF CHRISTIAN BURIAL

Saturday, Apr. 23, 2016 10:00 AM

St. Aedan's R.C. Church Pearl River, NY

- Add To Calendar View Map

BURIAL

Following Services

St. Anthony's Cemetery Nanuet, NY

- View Map

RESOURCES

- Coffey Pages (100+) See More > Coffey Mentions See More > Find a Different M. Coffey See More >

Michael John Coffey

1988 - 2016 Obituary Condolences



Coffey, Michael John

Michael J. Coffey of Pearl River, NY, died suddenly on Wednesday, April 20, 2016. He was 27.

Michael worked as an Assistant Sports Information Director and Assistant Men's Basketball Coach for Dominican College in Blauvelt, NY.

Michael was born August 3, 1988 in Pearl River to Michael and Gerianne Coffey.

He was a graduate of Pearl River High School in 2006 and Dominican College in 2010. He earned a Masters Degree in Sports Management from Southern New Hampshire University in 2012.

Michael was a sports enthusiast with extensive knowledge in all sports. His dedication, enthusiasm, perseverance and loyalty are the qualities of who he was.

He is survived by his parents, Gerianne and Michael; sister, Michele and brother, Matthew; maternal grandmother, Mary Theresa Lyons; paternal grandparents, Tom and Ruth Coffey and many aunts, uncles, cousins and friends. He is predeceased by his maternal grandfather, James Lyons.

A Mass of Christian burial will be celebrated 10:00 am Saturday, at St. Aedan's R.C. Church, Pearl River. Burial will follow at St. Anthony's Cemetery, Nanuet, NY. Visiting is Friday from 3:00 to 9:00 PM at Wyman-Fisher Funeral Home Inc.

Friends may send memorial donations to St. Jude Children's Research Hospital.

Wyman-Fisher

Funeral Home Inc.

100 Franklin Ave.

Pearl River, NY

Published in the The Journal News on Apr. 21, 2016

Read Less

Listen to Obituary

SYMPATHY FLOWERS



Delivery details: Wyman-Fisher Funeral Home Inc. 100 Franklin Ave. Pearl River, NY 10965

Order By Phone (800) 395-0295

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Please consider a donation, as requested by the family.



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Funeral Etiquette Expert Advice: What to do and when someone...

