

TOWN OF ORANGETOWN
RTBM MEETING
TUESDAY, JUNE 14, 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:

ANNOUNCEMENTS: • Public Hearings in Stony Point and at RCC Re: SUEZ WATER RATE INCREASE
(Proposals on Wednesday, June 15 and Thursday, June 16, 2016 – See Attached)

PUBLIC COMMENTS:

TOWN ATTORNEY

**OPEN/CONTINUE PUBLIC HEARING ON JUNE
14, 2016 RTBM/PROPOSED LOCAL NO. ____ OF
2016/USE OF TOWN PARKS**

1. On motion of Councilman _____, seconded by Councilman _____, the public hearing on a proposed local law, Use of Town Parks, is hereby opened and continued.

**CLOSE PUBLIC HEARING ON JUNE 14, 2016
RTBM/PROPOSED LOCAL LAW NO. __ OF 2016/
USE OF TOWN PARKS**

2. On motion of Councilman _____, seconded by Councilman _____, the public hearing on a proposed local law, Use of Town Parks, is hereby closed.

TOWN ATTORNEY

DESIGNATION OF LEAD AGENCY WITH RESPECT TO PROPOSED LOCAL LAW NO. __ OF 2016, AMENDING CHAPTER 7A OF THE TOWN CODE RELATING TO USE OF TOWN PARKS 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 7A of the Town Code, relating to Use of Town Parks; 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 7A OF THE TOWN CODE, RELATING TO USE OF TOWN PARKS

- 4. **RESOLVED**, that the Town Board hereby adopts proposed Local Law No. __ of 2016, amending Chapter 7A of the Town Code, relating to Use of Town Parks.

**LOCAL LAW NO. __ OF 2016,
AMENDING CHAPTER 7A OF THE TOWN CODE
RELATING TO USE OF TOWN PARKS**

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

Section 1: Chapter 7A of the Town Code is hereby amended to add a new section, relating to Use of Town Parks, which shall read as follows:

§ 7A-14 REGISTRATION AND ADMISSION TO TOWN PARKS

- A. Each and every person using Town parks in the Town of Orangetown shall register with duly authorized agent of the Town employed for that purpose before using same and shall give his or her name and address and such other information as may be required by the Town through it authorized agents.
- B. Each and every person so registered shall be furnished with an identification badge or I.D. band, which shall be exhibited upon request to Town representatives.
- C. Any Identification badge issued pursuant to this chapter shall be for the exclusive use of the registrant, and it shall be a violation of this chapter to lend, give, sell or in any way attempt to transfer a badge or to use a badge issued to another.
- D. The fees for identification badges shall be as follows:

Badge valid for the entire year:

Town Resident: No Charge.

Town Resident Senior Citizen (age Sixty Five (65) and over): No Charge.

Town Resident Young Adult (age Twelve (12) through Eighteen (18)): No Charge.

Town Resident under the age of Twelve (12): No Charge.

Caretaker for Town Resident (registered through Town resident): 10.00.

Non-Resident: \$250.00.

Non-Resident Senior Citizen (age Sixty Five (65) and over): \$150.00.

Non-Resident Young Adult (age Twelve (12) through Eighteen (18)): 165.00.

Non-Resident under the age of Twelve (12) years: \$150.00.

Badge valid per day:

Non-Resident accompanied by Guest of Town Resident: \$5.00 per admission

No charge shall be made for any person using a Town Park as part of an Adult or Youth sports league that is registered to use any such park with the Town of Orangetown.

TOWN BOARD

HOMES FOR HEROES GREEN INNOVATION PROJECT / ASSUME LEAD AGENCY STATUS UNDER SEQRA, AND ADOPT NEGATIVE DECLARATION

5. **WHEREAS**, the Town of Orangetown (the "Town") is authorized pursuant to § 64 subdivisions (2), (8) and 11(a) of the N.Y.S. Town Law, to acquire and hold title to real property for a public purpose, including the improvement of same with drainage facilities; and

WHEREAS, the Town has made application to United States, acting through the Secretary of Health and Human Services, to acquire a certain parcel of real property, consisting of approximately 6.387± acres of largely vacant land, located at 335 Western Highway, Tappan, New York 10983 (a part of Tax lot # 74.18-3-48 on the Tax Map of the Town of Orangetown), formerly a part of the Camp Shanks Military installation (the "Premises"), for the purpose of improving the said parcel as a stormwater drainage facility that includes the removal of approximately 20,000 square feet of abandoned pavement, and the installation of "green" drainage infrastructure and water quality treatment facilities, dramatically reducing phosphorous and other contamination from the existing runoff, as well as the level of existing

runoff, all of which presently enter the Sparkill Creek, a tributary of the Hudson River, in the immediate vicinity of the property (the "Homes For Heroes Green Innovation Project" or the "Project"); and

WHEREAS, in connection with the proposed improvement of the Premises, as aforesaid, the Town has applied to the Environmental Facilities Corporation ("EFC") for eligibility for funding from the Green Innovation Grant Program to finance the cost of the said Project; and

WHEREAS, the Town has received confirmation from the EFC that the Homes For Heroes Green Innovation Project is eligible for 90% reimbursement of the total cost of the Project up to \$895,000, with a 10% local fund match; and

WHEREAS, the acquisition and improvement of the property in the manner contemplated are actions subject to review under the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, on April 18, 2016, at a Special Meeting of the Town Board, duly noticed and conducted in accordance with law, the Town Board by resolution No. 222 of 2016, made the preliminary determination that the proposed action is an Unlisted action subject to review under SEQRA, declared its intention to act as lead agency for purpose of coordinated environmental review, and directed that notice of its intention to so act be circulated amongst various potential involved and/or interested agencies; and

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

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

BE IT FURTHER RESOLVED, acting in its capacity as lead agency for environmental review, and having taken a "hard look" at all of the potential environmental impacts that might result from the proposed action, the Town Board has concluded that there will be no significant environmental impact or effect caused or occasioned by the acquisition of the said parcel and its improvement and use as a stormwater drainage facility, which action will include the removal of approximately 20,000 square feet of abandoned pavement, and the installation of "green" drainage infrastructure and water quality treatment facilities, dramatically reducing phosphorous and other contamination from the existing runoff, as well as the level of existing runoff, all of which presently enter the Sparkill Creek, a tributary of the Hudson River, in the immediate vicinity of the property. Therefore, for the aforesaid reasons, and others as set forth, the Town Board adopts the Negative Declaration annexed hereto and authorizes the Town Supervisor or his designated agent to endorse the Environmental Assessment Form and to take

such other and further steps as may be necessary to discharge the Town Board's responsibilities as lead agency.

The aforesaid resolution was moved by _____, seconded by _____, and (adopted / rejected) by a vote of ___ Ayes ___ Nays and ___ Abstentions.

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

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

DATE: June 14, 2016

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

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

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

TITLE OF ACTION:

Acquisition, funding and improvement of a certain parcel of real property with "green" drainage infrastructure and water quality treatment facilities by the Town of Orangetown (including funding by and through the Environmental Facilities Corporation)

SEQRA STATUS:

Unlisted Action

DESCRIPTION OF ACTION:

The proposed action consists of the acquisition from the United States, acting through the Secretary of Health and Human Services, of a certain parcel of real property, consisting of approximately 6.387± acres of largely vacant land, located at 335 Western Highway, Tappan, New York 10983 (a part of Tax Lot Tax lot # 74.18-3-48 on the Tax Map of the Town of Orangetown), formerly a part of the Camp Shanks Military installation (the "Premises"), for the purpose of improving the said parcel as a stormwater drainage facility that includes the removal of approximately 20,000 square feet of abandoned pavement,

and the installation of "green" drainage infrastructure and water quality treatment facilities, dramatically reducing phosphorous and other contamination from the existing runoff, as well as the level of existing runoff, all of which presently enter the Sparkill Creek, a tributary of the Hudson River, in the immediate vicinity of the property (the "Homes For Heroes Green Innovation Project" or the "Project"), including funding therefore by the Town and the NYS Environmental Facilities Corporation.

DETERMINATION:

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

REASONS SUPPORTING THIS DETERMINATION:

The proposed action seeks the acquisition of a parcel of property, consisting of approximately 6.387 ± acres located immediately adjacent to a regularly used commercial (freight) rail line of CSX. The parcel to be acquired and improved presently, and for many decades, is largely paved with asphalt that serves no functional purpose, but does contribute significant runoff of phosphorous and other contamination, as well as the level of existing runoff, into the Sparkill Creek, a tributary of the Hudson River, in the immediate vicinity of the property.

The proposed action proposes a 2 phase project to eliminate impervious surfaces, reduce water quantity and improve water quality to the Sparkill Creek. Phase 1 will include removal of approximately 20,000 square feet of asphalt and re-vegetate the exposed area. Phase 2 will involve the construction of a two stage water quality basin. The basin will be approximately 5 acre-feet in volume, which could treat and temporarily store a drainage area of around 20 acres (including the adjacent Homes for Heroes site.) The 20 acre drainage area consists of roadways, homes, driveways, lawns, wooded areas. The flow from the drainage area currently flows into the subject property by way of piping, ditches and open channels. The storm flow currently enters the property at the north-west corner and flows easterly then southerly through the property through a series of pipes and open channels. As part of the project the Town will acquire a fifteen (15) foot wide drainage easement to encompass the piping and open channels which carry the stormwater runoff from Western Highway to the proposed water quality basin location, in order to improve the flow of water to the basin location.

Following the New York State Stormwater Management Design Manual, the proposed basin will be designed to reduce pollutant loads in the runoff and hold up to a 100 yr. storm (7.4 inch, 24 hour), before metering out the treated rainwater. The basin will detain the storm water for a period of 24 to 48 hours. The Town will obtain all necessary permits to install said basin. Community support and involvement will be sought at every step of the process.

Overall, the Town of Orangetown sees this project as an opportunity to improve the water quality of the Sparkill Creek, as well as providing storm mitigation for the downstream residents.

POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:

Based on the Short Environmental Assessment Form, prepared by the Town's Engineering Department, and the Town Board's familiarity with the parcels and the area in which they are situated, and further

based on an Extensive Environmental Assessment, prepared for the Town by AKRF Environmental and Planning Consultants, incorporated herein by reference, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

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

Indeed, for the reasons stated, the proposed action will have only positive impacts on the environment.

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

For Further Information, Contact:

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

PARKS AND RECREATION

**APPROVE AID/ROCKLAND BERGEN MUSIC
FESTIVAL/JOE DURSO/USE OF
SHOWMOBILE/JUNE 24-26, 2016**

6. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by Joe Durso/Rockland Bergen Music Festival for their Rockland Bergen Music Festival on Friday, June 24 to Sunday, June 26, 2016 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 AID/VILLAGE OF NYACK'S MOSTLY
MUSIC CONCERT SERIES/ JUNE 28, 2016 AND
AUGUST 16, 2016/USE OF SHOWMOBILE**

7. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by the Village of Nyack for their Mostly Music Concert Series Tuesday, June 28, 2016 and Tuesday, August 16, 2016 at a rental cost of \$400.00 each day with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**AWARD CONTRACT FOR THE 2016 SUMMER
CAMP TRANSPORTATION TO CHESTNUT RIDGE
TRANSPORTATION, SPRING VALLEY, NY/ALL-
DAY, MORNING AND AFTERNOON, AND
AFTERNOON BUS FOR TEEN CAMP**

8. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, please award the contract for the 2016 Summer Camp Transportation to **CHESTNUT RIDGE TRANSPORTATION**, Spring Valley, New York, the only qualified bidder, at a price of \$368.00 per bus for "All Day" transportation, \$260.00 per bus for "Morning and Afternoon" transportation and \$30.00 per bus for "Afternoon Bus Transportation for Teen Camp". Bid summary sheet is attached for review.

POLICE

**ACCEPT/RESIGNATION/RETIREMENT/SGT.
JOSEPH GRUNSKI/POLICE DEPT**

9. **RESOLVED**, the Town of Orangetown accepts with regret, the resignation/retirement of Sgt. Joseph Grunski from the Orangetown Police Department effective June 16, 2016.

POLICE

**APPROVE AID/PEARL RIVER ELKS ANNUAL
FATHER'S DAY RUN/ JUNE 19, 2016/OPD
POLICE AND/OR AUXILIARY POLICE
ASSISTANCE TO GUIDE RUNNERS**

10. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Police Department to lend assistance which includes OPD Police and/or Auxiliary Police to guide the runners, for the Pearl River Elks Annual Father's Day Run, on Sunday, June 19th, 2016, from 8:30 am to 9:30 am.

**APPROVE/ORANGETOWN POLICE
DEPARTMENT/PURCHASE OF
COMMUNICATIONS EQUIPMENT, ASSOCIATED
PRODUCTS, TRAINING AND
INSTALLATION/FRONTIER COMMUNICATIONS,
INC.**

11. **WHEREAS** pursuant to Local Law #5 of 2016, the Town of Orangetown authorizes purchases made in accordance with GML §103(16), and permits the purchase of equipment through the use of contracts let by the United States or any agency thereof, or of any State or any other political subdivision or district therein; and

WHEREAS, purchases made in accordance with this new law are not subject to the competitive bidding requirement of GML §103; and

WHEREAS the Town of Orangetown chooses to take advantage of the "piggybacking" law and this purchase of phone equipment, trunks, modules, licenses, accessories, software, and related items, training and installation, fulfills the prerequisites required;

This purchase is off of the New York State Contract PT64533, Group No. 77018 RFP 21350 Comprehensive Telecommunications Equipment and Solutions as of August, 2014 and is in the amount of THIRTY SEVEN THOUSAND THREE HUNDRED EIGHTY NINE AND 19/100 (\$37,389.19) DOLLARS.

RESOLVED, that upon the recommendation of the Chief of Police, the Town Board hereby authorizes the Supervisor to execute a contract, on behalf of the Town, as proposed and written, with **FRONTIER COMMUNICATIONS, INC.** for the purchase of said equipment, associated products, training and installation.

POLICE AND HIGHWAY

**APPROVE AID/RELAY FOR LIFE/ JUNE 5,
2016/OPD POLICE AND/OR AUXILIARY POLICE
ASSISTANCE/ BARRICADES, ETC./HIGHWAYS**

12. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway & Police Depts., to lend assistance which includes the use of barricades, recycling kiosks, trash barrels, verticades, caution tape, trash bags message board & light towers from the Highway Department and no parking signs from the Police Department for the Relay for Life Event on Saturday, June 4th thru Sunday, June 5th from 3:00 pm to 5:00 am.

**APPROVE AID/ LIAM TRAYNOR 5K RUN /JUNE
18, 2016/ OPD POLICE AND/OR AUXILIARY
POLICE ASSISTANCE/USE OF BARRICADES/
HIGHWAYS**

13. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department and the Orangetown Police Department to lend assistance which includes the use of barricades from the Highway Department and (5) Auxiliary Police Officers from the Orangetown Police Department (for safe crossing throughout the route) for the 5K Run at TZHS to benefit Liam Traynor, on Saturday, June 18th, 2016, from 9 am to 10 am.

**APPROVE AID/2016 ROCKLAND COUNTY IRISH
FEIS**

14. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Orangetown Highway Department and the Orangetown Police Department to lend assistance, which includes the use of barricades, signage, and cones, from the Highway Dept. and from the Police Department, Police personnel and Auxiliary police for traffic control and no parking signs, for 2 or 3 buses to park along Lester Drive in front of the William O. Schaefer School. The event, 2016 Rockland County Irish Feis, will be held at the German Masonic Park, Tappan, on Sunday, July 17, 2016.

HIGHWAY

APPROVE AID/ORANGEBURG VOLUNTEER FIRE ASSOCIATION'S CARNIVAL/JUNE 15-19, 2016/USE OF BARRELS, BARRICADES, AND DUMPSTER/HIGHWAY

15. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department to lend assistance which includes the use of trash barrels, barricades & a dumpster for the Orangeburg Volunteer Fire Association's carnival starting on Wednesday, June 15th thru Sunday, June 19th, 2016.

APPROVE AID/MEMORIAL DAY PARADE IN SPARKILL/MAY 30, 2016/USE OF BARRICADES

16. **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 in Sparkill, on Monday, May 30th, 2016 from 11 am to 12:30 pm.

DEME

APPROVE/SEWER WORK 2016/ CERTIFICATE OF REGISTRATION

17. **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:

American Minuteman Sewer & Drain, Inc., 307 South Main Street, New City, NY 10956

TOWN SUPERVISOR

**APPROVE/CONSULTANT SERVICES/GRANT
WRITING/SYLVIA WELCH**

18. **RESOLVED**, that the Town of Orangetown shall engage the services of Sylvia Welch, Ph.D, 170 Hudson Terrace, Piermont, NY, for the purposes of providing professional services, not limited to the following grant applications, at a rate of \$60/hr not to exceed fifty (50) hours for the three (3) month period from June 1, 2016 through August 31, 2016, for a total of \$3000:
- a) NYS Department of Environmental Protection Water Quality Improvement Program – Obtain funds for a Salt Wash for Town Vehicles for the Orangetown Highway Department in the amount of approximately \$352,000 (25% of the Project Cost will be In-Kind)
 - b) NYS Department of Environmental Protection Water Quality Improvement Program - Obtain funds for a Culvert Design and Construction at Route 303, south of Mountainview Road for the Orangetown Highway Department in the amount of approximately \$475,000 (25% of the Project Cost will be In-Kind)
 - c) NYS Office of Parks, Recreation and Historic Preservation – Application for Pre-Development Planning and Design at Rockland Psychiatric Center in the amount of up to \$50,000 (50/50 matching grant to include in-kind services, subject to review by the Town Attorney as to whether this funding would prohibit Town Park Policy limiting non-resident use.)

TOWN BOARD/FINANCE

APPROVE/TOWN BUDGET CALENDAR

19. **WHEREAS**, Article 8 of the Town Law of the State of New York provides for a budget system for a Town and the Town Board wishes to set up a budget schedule as provided in Article 8 of the Town Law by designating various dates to implement the 2017 budget; Now, Therefore, Be It

RESOLVED, that the following dates are hereby set as official dates of the Town of Orangetown for the submission and adoption of the budget as required by law:

JUNE 30, 2016: Last date for department heads to submit a capital budget for 2017, as well as a capital improvement plan for the period 2017 through 2021;

JULY 8, 2016: Last date for department heads to submit estimate of 2017 operating revenues and expenditures to Supervisor with the estimates submitted in such form and containing such information as the Supervisor shall prescribe;

BETWEEN SEPTEMBER 1 and SEPTEMBER 15, 2016: The Town Board shall endeavor to meet with department heads and amongst themselves to discuss the budget prior to the filing of the budget by the Supervisor;

SEPTEMBER 15, 2016: Last day for each ambulance and paramedic district, and South Orangetown libraries to submit an estimate of revenues and expenditures, as well as audited financial statements;

SEPTEMBER 27, 2016: Last day for the supervisor to file with the Town Clerk the tentative budget and budget message for 2017, and the estimates and schedules of the various administrative units;

SEPTEMBER 27, 2016: At a meeting of the Town Board at 7:30 P.M. at Town Hall, Orangeburg, New York, the Town Clerk shall distribute to the Town Board the 2017 Tentative Budget for the Town and publish it on the Town's web site;

SEPTEMBER 27, 2016: Schedule a public hearing for October 4, 2016, 8:00 p.m. regarding the Blauvelt Fire District Contract.

OCTOBER 4, 2016: Last day for each fire district to submit to the Town Clerk the proposed 2017 budget and notice of public hearing on the 2017 budget for public review and inclusion on the Town's website;

OCTOBER 18, 2016: Public hearing date for all fire district budgets (third Tuesday in October by State law);

OCTOBER 18, 2016: Last day for the Town Board to complete review of Tentative Budget and file the Preliminary Budget with the Town Clerk who will publish it on the Town's web site;

NOVEMBER 1, 2016: At 8:00 p.m. a public hearing on the Preliminary Budget shall be held at Town Hall, Orangeburg, New York. At the conclusion of the hearing, the Town Board may by resolution adopt a final budget, either accepting or amending the Preliminary Budget and said budget may become the legally adopted budget for the Town of Orangetown for the year commencing January 1, 2017;

NOVEMBER 15, 2016: Last regularly scheduled Workshop/RTBM before the Budget is due;

NOVEMBER 20, 2016: Legal deadline for budget adoption and submittal of approved fire district budgets to the Town Finance Director who will publish the budgets on the Town's web site.

FINANCE

**APPROVE/CONSULTANT SERVICES/ REVIEW
TOWN-OFFERED HEALTH INSURANCE
PROGRAM/CPI-HR**

20. **RESOLVED** CPI-HR are to provide services to review the Town prepared Form 1095c's for 2015 for all employees/retirees enrolled in the Town health plan or electing to decline coverage of our Town health insurance as mandated by The Affordable Health Care Act (ACA). In addition, CPI-HR will review our tracking system to determine Town offered health insurance eligibility for part time employee's under the ACA rules. The cost of CPI-HR's consulting services is not to exceed \$2,500.00. Cost to be charged to A.1310.457.

JUSTICE COURT/PERSONNEL:

**ACCEPT/RESIGNATION/RETIREMENT/
MAUREEN MCGRATH/JUSTICE COURT**

21. **RESOLVED**, the Town of Orangetown accepts with regret the resignation/retirement of Maureen McGrath, Court Clerk, effective June 27, 2016.

NEW BUSINESS:

TOWN BOARD/DEME

**APPROVE GRANT DISBURSEMENT AGREEMENT
FOR A GRANT FROM DASNY FOR THE
PURCHASE AND INSTALLATION OF A SLUDGE
PRESS AT THE SEWAGE TREATMENT PLANT**

22. **WHEREAS**, the Town has previously applied for a grant from the Dormitory Authority of the State of New York ("DASNY") for the purchase and installation of a Sludge Press for the Town Wastewater Treatment Plant; and

WHEREAS, the said grant was approved and awarded in the sum of \$250,000.00; and

WHEREAS, the Town has completed all work required in order to obtain reimbursement up to the stated amount and is now required to execute a Grant Disbursement Agreement with DASNY for the receipt of the approved funding,

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby approves a certain Grant Disbursement Agreement with DASNY, and authorizes the Town Supervisor and the Commissioner of the Department of Environmental Management and Engineering, or their designated representative(s), to execute said agreement on behalf of the Town and to take all such further steps as may be required to obtain the said grant funding.

HIGHWAY/TRAFFIC ADVISORY BOARD

**APPROVE INSTALLATION OF STOP SIGN/SOUTH
EAST CORNER OF SOUTH GREENBUSH ROAD
AND INTERSECTION OF STEVENS WAY**

23. **RESOLVED**, that upon the recommendation of the Highway Department, the Traffic Advisory Board recommends the installation of a "STOP SIGN" on the south/east corner of South Greenbush at the intersection of Stevens Way for motorists heading northbound on South Greenbush Road. This will be a six-month Police regulation.

TOWN ATTORNEY

**SET DATE PUBLIC HEARING/JULY 19, 2016, AT
8:00 P.M./PROPOSED LOCAL LAW NO. _____
AMENDING CHAPTER 43, TABLE OF
REGULATIONS REGARDING USE AND BULK
REGULATIONS FOR CHURCHES AND SIMILAR
PLACES OF WORSHIP AND SCHOOLS OF
GENERAL INSTRUCTION AND/OR SPECIAL
INSTRUCTION.**

24. **RESOLVED**, that upon the recommendation of the Town Attorney, the Town Board hereby sets the date of July 19, 2016, at 8:00 P.M., for a public hearing on a proposed Local Law No. _____, amending Chapter 43, Table of Regulations regarding the Use and Bulk Regulations for Churches and similar places of worship and schools of general instruction and/or special instruction.

TOWN CLERK

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

25. **RESOLVED**, that the following documents are accepted, received and filed in the Town Clerk's Office:
1. Regular Town Board Meeting minutes, 5/3/16 and 5/24/16 and Workshop Meeting minutes, May 17, 2016.
 2. Letter Extension Agreement with The Noble Ninth, for 2016 Orangetown Summer Camp.
 3. Counter Terrorism Training Agreement, with the County of Rockland, dated 5/27/16.
 4. 2016 MS4 Stormwater Annual Report, Yr 13, dated 5/27/16.

AUDIT

PAY VOUCHERS

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 **\$787,410.45.**

Adjournments at _____ in memory of: **Mario Ablondi, Pearl River, WW II Veteran**
Jacqueline Chesman, Pearl River
Cornelius W. O'Sullivan (Neil) Pomona/Pearl River

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	052316	\$ 50.00 PERB check
	052616	\$ 575.20 Museum Insurance for Statues
	060316	\$ 79,466.95 Utilities and John Secor American Legion Memorial Day Pa
	061316	\$ 50,000.00 General Carbon (TBR 2016-26)
	061416	\$ 657,318.30
Total		\$ 787,410.45

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Andrew Stewart

Public hearings on Suez water rate increase proposal June 15 & 16

The NYS Public Service Commission has scheduled public comment hearings for **Wednesday, June 15** and **Thursday, June 16**, regarding major new rate increases requested by Suez Water New York (formerly United Water).

The water company has filed to increase its annual revenues by an average 13.7%, though single family homeowners may pay up to 18.7% more than they now pay. Slightly more than half of this increase will reimburse Suez for expenses related to its now abandoned attempt to build a desalination plant on the Hudson River.

Along with the rate increase, the company has also filed conservation plans, including a rebate program and a three tier conservation rate to discourage waste of water. The company also plans to install new meters and technology to better detect leaks, and expects to tap new water sources for additional supply.

I know that many of my constituents will share my concerns about steep rate increases, while also supporting conservation and accelerated repair of leaks. I look forward to learning more, but will want to see strong conservation and leak repair programs.

There will be a presentation by Suez at 2:00 pm and 6:00 pm on both days, with the public statements to begin at 3:00 pm and 7:00 pm.

Please come to these hearings and make your voice heard!

WED, June 15, 2016 at 2pm & 6pm

Stony Point RHO Building

5 Clubhouse Lane; Stony Point, NY 10980

THURS, June 16, 2016 at 2pm & 6pm

Rockland Community College

Technology Building – The Ellipse Auditorium

145 College Road; Suffern, NY 10901

They're back

SUEZ now wants Rockland ratepayers to pay \$54.5 million for its failed Hudson River desalination plant.



We say "NO" to a SUEZ/United Water corporate bailout and "YES" to a stronger water conservation plan!

**Speak up! Attend one of FOUR public hearings:
WED, June 15, 2016 at 2pm & 6pm
Stony Point RHO Building**

5 Clubhouse Lane; Stony Point, NY 10980

**THURS, June 16, 2016 at 2pm & 6pm
Rockland Community College
Technology Building – The Ellipse Auditorium
145 College Road; Suffern, NY 10901**

- ▶ **Suez wants us to pay a \$54.5 million surcharge** for its failed Hudson River desalination plant. Rockland ratepayers would pay up to 18.7% more in our monthly water bills and more than **\$100 million** with interest over the next 20 years for a plant that was not needed, never approved and never built.
- ▶ **Rockland needs a stronger conservation plan** from Suez, an accelerated repair of leaking pipes, and stronger, more proactive plans to protect our existing water resources. The Suez conservation plan meets only minimum requirements.
- ▶ **Let's work together to develop a more affordable & sustainable water policy!**

Check for last minute updates at: www.NoDesal.com

Email or call: RocklandWater@gmail.com or 845-429-2020

Rockland Water Coalition is on Facebook. **Twitter:** @RocklandWater



Wednesday, 6/15 & Thursday, 6/16

Speak Up—Protect Your Wallet and Your Water



The Public Service Commission (PSC) is holding information sessions and public statement hearings on Suez Water New York's new request to increase water rates and add a surcharge to your bill.

Don't get stuck paying for millions in corporate waste

You helped defeat Suez Water's wasteful and expensive desalination plant—but you've got to turn out again to protect that victory and your wallet from increased water bills to bail out the water company's failed plant.

The cost of the water company's wasteful, leaking technology and failed desalination plant idea shouldn't be your bill to pay.

Call for smart water use and fixing costly leaks

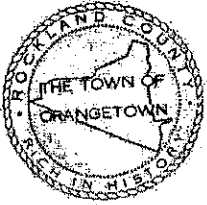
Saving water today helps reduce bills and helps avoid expensive and environmentally damaging water supply schemes in the future.

Tell the PSC you deserve a fair deal

Suez Water proposes to do the bare minimum to promote conservation and fix leaks. Rockland deserves better! Tell the PSC that Suez Water must do more on water conservation and leak repair—the company plan to repair leaks doesn't even meet average industry standards.

YOU'RE NEEDED—Attend one of these meetings:

Wednesday, June 15, 2016	Thursday, June 16, 2016
Stony Point Community Center (RHO Bldg)	Rockland Community College
5 Clubhouse Lane	Technology Center, Ellipse Room 8180
Stony Point	145 College Road, Suffern
2 p.m. Information Session	2 p.m. Information Session
3 p.m. Public Statement Hearing	3 p.m. Public Statement Hearing
6 p.m. Information Session	6 p.m. Information Session
7 p.m. Public Statement Hearing	7 p.m. Public Statement Hearing



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



2016 Application for Showmobile Use

Event/Festival Name: ROCKLAND-BERGEN Music Festival
Organization Name: Joe D'Urso presents Rockland-Bergen Music Fest
Applicant's Name: Joe D'Urso Phone (w): 845-353-2407 (c): 845-721-0962
Address: PO Box 815 City: Levittown Zip: NY 10965
Cell Phone: 845-353-2407 E-Mail: JDCAVAN@GMAIL.COM
Day: 24-27 Date: JUNE Time of Set-up: 6/24 Time of Take-down: 6/27

Requested Location (park, street, location on premises, etc., be specific, attach map if needed):

GERMAN MASONIC PARK - TAPPAN, NY

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)

THIS WILL BE OUR 2ND STAGE AT FESTIVAL NAMED:
"MR LOU/STEFAN'S TURNING POINT STAGE"

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: [Signature] Date: 4/20/16
Department Approval: [Signature] Date: 5/24/16



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



2016 Application for Showmobile Use

Event/Festival Name: Mostly Music Concert Series

Organization Name: Village of Nyack

Applicant's Name: Melody Partrick 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 Tuesday Date June 28 and August 16 Time of Set-up: 4:00 pm Time of Take-down: 10:00 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)

The stage will be used for music concerts in Memorial Park. Setup will be one set of stairs. Showmobile facing grass to east. Sound instruments will be on stage.
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 Partrick Date 4.14.16

Department Approval Mal W. Alls Date 5/24/16

#8

2016

BID ITEM	<u>2016 Bus Transportation for the</u> <u>Orangetown Summer Day Camp</u>	SHEET	<u>1 OF 1</u>
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BID OPENING TIME	<u>11:00AM</u>	DATE	<u>May 12, 2016</u>
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CONTRACTOR NAME & ADDRESS	<i>Chestnut Ridge Transportation Spring Valley NY</i>				
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DATE RECEIVED	5/12/16					X
TIME RECEIVED	10:28AM					
NON COLLUSION STATEMENT	✓					
BID BOND or CERTIFIED CHECK	✓					

Providing All-Day Bus Transportation beginning June 29th - August 5th 2016

PRICE PER BUS	\$ 368 ⁰⁰	\$	\$	\$	\$	X
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Providing Morning and Afternoon Bus Service at the Day Camp (1 - 2 Buses)

PRICE PER BUS	\$ 260 ⁰⁰	\$	\$	\$	\$	X
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Providing Afternoon Bus Service for Teen Camp (1 Bus)

PRICE PER BUS	\$ 30 ⁰⁰	\$	\$	\$	\$	X
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#9

Joseph A. Grunski



Chief Kevin Nulty, Orangetown Town Board:

I, Joseph A. Grunski, are hereby retiring from my position of Sergeant in the Orangetown Police Department. Retirement date is June 16th, 2016, my last day of work is June 15th, 2016. Thank you for the opportunity to serve the Town over the last 23 years.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe Grunski".

Joseph A. Grunski

#9



2007
Kevin A. Nulty
Chief of Police

Robert Zimmerman
Police Captain

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

In Emergency Dial "911"

Tel. 845-359-3700
Adm. Fax 845-359-3726
Records Fax 845-359-4365
Detective Fax 845-359-3783

Email Orangetownpolice@yahoo.com

Blauvelt * Nanuet * Nyack * Orangeburg * Palisades * Pearl River * Sweden Landing * Sparkill * Tappan * Upper Grandview

Sent/Email

June 3, 2016

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

RE: RTBM June 14, 2016
Retirement- Sgt. Joseph Grunski

Gentlemen:

Please include the following item on the agenda for action at the Regular Town Board Meeting of June 14, 2016.

"Accept with regret, the resignation/retirement of Sgt. Joseph Grunski from the Orangetown Police Department effective June 16, 2016."

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

Respectfully,

Kevin A. Nulty
Chief of Police

CC: Charlotte Madigan, Town Clerk
Mr. Jeff Bencik, Finance Director
Donna Morrison- Human Resource Coordinator
Personnel File- Sgt. Joseph Grunski

#10(1)

A FRATERNAL ORGANIZATION

RECEIVED
MAY 23 2016
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Pearl River Lodge No. 2041

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

2041 Elks Drive
Nanuet, New York 10954

5/15/16

Members of the town Board
Town of Orangetown

members of the Orangetown Highway Dept.

RE: ANNUAL ROAD RACE 6/19/16
Permitted to use ROADS PARTIAL closing

The Pearl River ELKS Request Assistance to Hold our ANNUAL
FATHERS DAY ROAD RACE. DATE 6/19 830 AM -
We Highway Dept. Needed
Only Police Dept. or Auxillary to Guide RUNNERS on
Orangetown Roads. CLANKETOWN Rd. WILL ASSIST with
BY AS the RACE CROSSes 2 TOWNS.

Respectfully Submitted,
K. Cavally
Lodge Secretary
Race Director

RECEIVED

MAY 28 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

FATHERS DAY ROAD RACE SPONSOR PEARL RIVER ELKS Lodge 2041

* AFFECTED
ROADS
PARTIAL -
NO
CLOSING

START BLAUVELT RD WANDJET BY UNDERPASS
 TO TOWNLINE Rd. make Left @ Townline
 Go to Villa Rd. - make Right.
 STAY @ Villa Go to REND DR, make Right.
 Pass ST. ADEAS church. make Left @ to
 EARHARDT Rd. PASS ST. STEVENS CHURCH -
 make Rt. to Pearce Parkway - Go to
 MIDDLETOWN Rd. make Right.
 STAY @ MIDDLETOWN to Townline Rd.
 make Right @ to Townline, make 1st Left
 @ to HIGHVIEW Ave. STAY @ Highview -
 make Right @ to CHURCH St,
 make Right @ to BLAUVELT Rd. PASS MILLER School.
 make Right @ to ELKS DRIVE - FINISH LINE.

RACE DIRECTORS

- RICH RAVEL - ELK WEST NYACK
- KEVIN COWLEY - ELK WANDJET
- JORDAN SERRIN - ELK PEARL RIVER
- TOM GERARDEL - ELK PEARL RIVER
- JIM KENNY - ELK WANDJET
- JOSEPH SMITH - ELK COUGERS
- FRANK MCCOBE - ELK PEARL RIVER
- GENE TAVERMINA - ELK PEARL RIVER
- RICH HARRINGTON - ELK WANDJET

#1101



This Frontier Services Agreement ("FSA") is effective as of June 2, 2016, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Town of Orangetown Police Department, whose primary address is 26 Orangeburg Road, Orangeburg, NY 10962 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal



#1116

terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior twelve (12) months. In cases of an Outage, Frontier's

liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

6. Indemnification

Subject to the limitations of liability set forth in this FSA, each party agrees to mutually indemnify, hold harmless, and defend the other Party, its subsidiaries, affiliates, and their respective officers, directors, employees, attorneys, successors and/or assigns, from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) a Party's breach of this FSA; (ii) a Party's negligence or willful misconduct of the indemnifying Party or its principals, employees, agents or invitees in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or

misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from a Party's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by a Party or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

Indemnification Procedures: Each party shall give prompt Notice (as set forth in Paragraph 18) of any claim for which indemnification is or shall be sought pursuant to this Section 6 and shall cooperate and assist the indemnifying Party in the defense of the Claim. The applicable Party shall bear the cost of and have the right to control the defense and shall have the right to select counsel after consulting with the other Party.

7. Confidentiality

The rights and duties of the parties with respect to the confidentiality of this FSA or any information contained herein or otherwise exchanged between them shall be governed by the New York State Freedom of Information Law, as applicable.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with

Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the market value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction



within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice, and addressed as follows:

As to: Frontier:
Frontier Communications of America, Inc.
Attn: Legal Department
111 Field Street
Rochester, New York 14620

As to: Customer:
Town of Orangetown
Attn: Town Attorney's Office
26 Orangeburg Road
Orangeburg, New York 10962.

Anthony Bevelaqua
Director of Automated Services
Phone 845-359-5100 x2216
email: abevelaqua@orangetown.com

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.	Town of Orangetown Police Department
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name: Robert McCarthy	Printed Name: ANDREW Y. STEWART
Title: RSM	Title: Town Supervisor
Date:	Date:
Contractual Notice: Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice: Town of Orangetown Attn: Town Attorney's Office 26 Orangeburg Road Orangeburg, New York 10962 Attn:

#1165



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE
Business
Frontier Confidential

This is Schedule Number S-000074052 to the Frontier Services Agreement dated June 2, 2016 "FSA" by and between Orangetown Police ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Customer Information:

Installation Site: 26 W Orangeburg Road Orangetown, New York, 10962
Billing Address: If different from Installation Site
Single Point of Contact ("SPOC"): Anthony Bevelacqua
Schedule Date: June 2, 2016
Requested Install Date: September 1, 2016
Phone: 845-359-5100

Table with 2 columns: Equipment Purchase and Installation Services, Payment. Rows include Equipment and associated products, Installation Services, Total Payment (\$37,389.19), and Payment Schedule (100% on Acceptance).

Lease/Financing Option: NO [X] YES [] (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)
Customer has entered into a financing agreement with <insert lender's full legal name> ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender...

- 1. Acceptance. Customer will execute a certificate of acceptance ("COA") upon Frontier's completion of installation activities...
2. Manufacturer Requirements. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements...
3. Title. Frontier retains title to the Equipment until the Non-Recurring Charges (NRCs) identified above are paid in full.
4. Warranty.
a. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions...
b. Services. Frontier warrants that any cables and connectors, provided by Frontier as a result of installation...
c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION...
5. Remedies for Default. In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full...

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EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE
Business
Frontier Confidential

6. Change Management Process. Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	Orangetown Police
Frontier's Signature:	Customer's Signature:
Printed Name:	Printed Name: Andrew Y. Stewart
Title:	Title: Town Supervisor
Date:	Date:



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE
Business
Frontier Confidential

#116

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

MiVoice Business - Hyper-V		
Part No.	Description	Qty
MiVoice Business - Core Hardware and Software		
54005330	Enterprise License Group	1
54005748	MiVoice Business Virtual for Enterprise	1
MiVoice Business - Solution Licenses		
54000297	MCD Mailbox license	5
54002390	MiVoice Business License - SIP Trunk x1	5
54005400	MiVoice Business SIP Trunks x10	1
Desktop Devices		
50006580	MiV ConferencePhone(UC360 CollabPt InRm)	1
50006634	5320e IP Phone (Backlit)	45
51016170	LIVE CONTENT SUITE (5320/30/40/60)	1
User Licenses		
54004975	MiVoice Bus License - Enterprise User	5
54006539	UCCv4.0 Entry User for MiVoice Bus x1	40
54006543	UCCv4.0 STND User for MiVoice Bus x50	1
MiCollab, MiCollab Client		
54005442	MiCollab Virtual Appliance	1
	Includes: .MBG Base.UC Mobile Base.UC Base, NuPoint Base.MCD App Connection Lic (6).	
MiVoice Border Gateway		
54003182	SRC Single License	5
54003183	SRC Licenses x10	4
54004491	SIP TRUNKING CHANNEL PROXY	15
54005339	MiVoice Border Gateway Virtual	1
Software Assurance and Support		
54005197	Stnd S/W Assur MiVoice Business User	5
54005219	Standard S/W Assur MBG SIP Connect	15
54005220	Standard S/W Assurance MBG Base	1
54005222	Stnd S/W Assurance MiCollab Base	1
54005388	STD SWAS MBG SRC TAP	45
54005419	Stnd S/W Assur Designated License Mgr	1
54005755	Stnd S/W Assur MiVoice Bus Virtual Base	1
54005992	Std S/W Assurance UCC Entry	40
54005993	Std S/W Assurance UCC Stnd	50

Total

MiVoice Call Recording Solution		
Part No.	Description	Qty
Call Recording Solutions		

#11/8



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE

Business
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50006748	Call Recording 2TB Blank Hard Drive	1
52002856	MiVoice Rcrd 2T1/PRI Win 7 Server x48	1
54006180	MiVoice Call Rcrd MITAI Single Licensex1	1
54006191	MiVoice Quality Mgt Concurrent User Lic	1
Software Assurance and Support		
54006285	Std S/W Assur CallRecordingBase+30	1
54006289	Std S/W Assur CallRecordingLic	18
Professional Services		
53003653	1CallRecording Rmt Installation Service	1

Total

MiVoice Business - Trunk Gateway

Part No.	Description	Qty
MiVoice Business - Core Hardware and Software		
50006266	3300 CX(i) II Controller SATA SSD	1
50006271	PWR CRD C13 10A 125V - NA Plug	1
51300183	3300 AMB/AOB Connection Unit-America's	1
52002544	3300 CX Media Gateway	1
	1 x 50005160 T1/E1 Combo MMC II	
	1 x 50005751 DSP II MMC	
	1 x 50006729 3300 CX II w/ 1GB RAM Controller	
	1 x 54000303 MiVoice Business License - Digital Link	
	1 x 54004963 MCD Enterprise Gateway Software	
Software Assurance and Support		
54005195	Std S/W Assur MiVoice Bus Base	1

Total

Attachment 2
Scope of Work
Installation Services

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. **Hours.** All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. **Installation.** Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. **Wiring.** Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is **not included** in this SOW.

d. **Standards.** All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).

e. **Installation Site.** Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

**** LIST ALL CUSTOMER REQUIREMENTS HERE OR REFERENCE AND ATTACH A SEPARATE DOCUMENT ****Customer responsibilities:

Provide switches and routers that meet the requirements of VoIP telephony. Switches should be partitioned with VLANs and network should have QoS. Must be ample bandwidth available. Customer must provide available ports on switches to service IP sets on a one to one basis. Customer must provide clean mounting locations for equipment that meets environmental specifications * Cabling must be a minimum of Category 5e and must be tested and documented. Adequate electrical power and outlets Customer to provide Isolated bus ground ba* procurement of PSTN circuits, trunks, accounts, etc. * Proper address scheme and configuration parameters * LAN, Server and desktop configurations * Application compliance and configuration. Customer to provide Data Switches for ELAN and TLAN. Customer to provide all patch cables. Any extension from existing network to PBX will be the responsibility of the customer. Adequate backboard space is required for MDF. All Network service circuits must be extended to phone room.

f. **Scheduling.** Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. **Cut-Over.** Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. **Removal of Existing Equipment and Infrastructure.** Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. **Out-of-Scope Services.** For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. **Scope.** Frontier will perform the following installation Services:

***** SUMMARIZE INSTALLATION SPECIFICS PROVIDED BY FRONTIER AND INSERT VISIO DIAGRAM IF POSSIBLE *****Mitel MiVoice Business Virtual for Enterprise system with a Mitel CX Trunking Gateway, and MiVoice Call Recording. Solution includes: (45) 5320e IP phones, (1) MiVoice Conference phone, (15) SIP trunks, (1) dual PRI module (for connection to the Vesta 911 Call Handling Platform), (1) Digital Link license, (45) SRC licenses, (15) SIP Trunk Channel Proxy licenses, MiCollab Virtual Appliance, (45) NuPoint mailbox licenses, (1) MiVoice Call Recording (2)T1/PRI Windows 7 server with MITAL single license, 2TB blank HDD and one Quality Mgmt Concurrent license. Price includes, installation, end-user training, 1yr standard software assurance and 1yr warranty

b. **Performance of Work.** Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. **Miscellaneous.** Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.

#1101



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE
Business
Frontier Confidential

- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.

- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. **Customer Responsibilities:** Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.

- Ensure that Customer Information Technology resources will be available as required by Frontier.

- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).

- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.

- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.

- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.

- QoS for VoIP systems

- Administrative formal training for Customer employees, unless ordered through Frontier.

- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.

- All manufacturer recommended environmental, HVAC, power and grounding requirements.

- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.

- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.

- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.

- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.

- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.

- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.

- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.

- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)

- Provide a minimum of two (2) static IP addresses for each installed system.

- Provide a working wire line telephone in or near the room of

installed Equipment.

- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.

- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. **Training.**

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested; additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. **Exceptions and Additional Scope Elements.** Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of its SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customer's assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

Frontier will perform the following non-standard tasks:	Additional NRC
	\$
	\$
	\$
	\$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	Reduced NRC
	\$
	\$
	\$
	\$

#12

RECEIVED

MAY 31 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Helen Wilson

From: Meaghan Slaybaugh
Sent: Tuesday, May 31, 2016 10:39 AM
To: Helen Wilson
Subject: RE: Relay for Life, Pearl River
Attachments: Orangetown.pdf

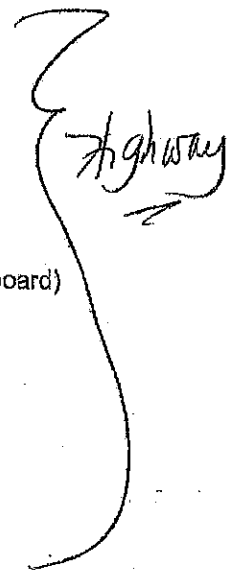
Hi Helen,

Please see form attached here.

CENTRAL AVENUE FIELD: June 4th—5th, 2016

ITEMS NEEDED:

- Wooden Barricades – Leave by Firehouse fence. 6 Boards, 12 legs
- Plastic Barricades w/ handicap parking signs 5
- Plastic Barricades w/ parking → → → signs 2 cones
- Recycling Klosks All (15) – spaced around field
- Keep Rockland Beautiful Cans 15 – spaced around field
- Verticades – Leave by Firehouse fence. 22
- Reflective Caution Tape 1 roll + extra (deliver w/ message board)
- Extra trash bags
- Message Board at the Franklin Avenue School parking lot entrance, directing participants, with arrows, to park in school lot.
- Light towers (2)



Barricades:

- 2 – plastic w/parking → → signs directing participants into Franklin Avenue Elementary parking lot
- 5 – plastic w/handicap parking dispersed along north side of Franklin Avenue from entrance to field to home plate

Post no parking on north side of Franklin Avenue from John Street to the firehouse

OPD will post Franklin Avenue (north side) and set up handicap at 8:00AM (Need to confirm)

OPD

Extras can be left at firehouse fence for possible use

Thanks,

Meaghan Slaybaugh | Community Manager, Relay For Life
 Eastern Division | American Cancer Society, Inc.
 2 Lyon Place
 White Plains, NY 10601
 Phone:
cancer.org | 1.800.227.2345

#13 (1)

Liam Traynor 5K

Deborah Traynor [REDACTED]

Sent: Friday, June 03, 2016 3:31 PM

To: highwaydept

RECEIVED
JUN - 3 2016
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

June 3, 2016

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

To Whom it May Concern,

We are having a 5K run/ Walk benefit for Liam Traynor on June 18th, 2016 from 9:00 to 10:00am. We have applied for the permit and submitted our insurance to you. We are requesting the following items if they could be provided.

From the Highway Department:

Barricades at the following locations:

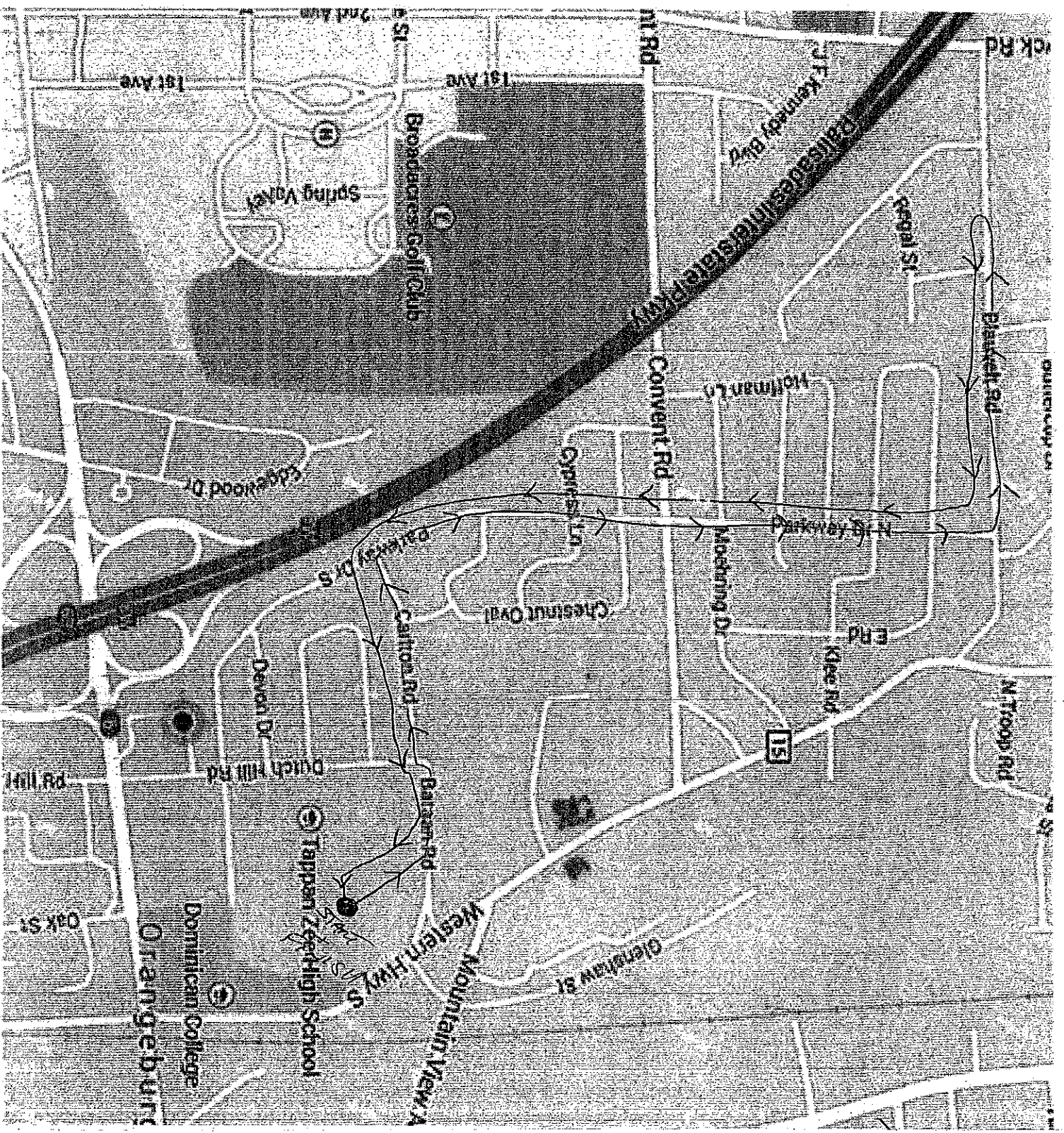
- 3- Parkway Drive and Carlton Road
- 3-Parkway Drive and Convent Road
- 3-Parkway Drive and Blauvelt Road

From the Orangetown Police:

5 Auxiliary Police Officers for safe crossing throughout the route.

Any questions or concerns may be directed to my cell 914-419-9853.

Deborah Traynor
Sent from my iPad



#15



Incorporated 1913

ORANGEBURG VOLUNTEER FIRE ASSOCIATION

23 SOUTH GREENBUSH ROAD
ORANGEBURG, NEW YORK 10962-2204

RECEIVED

APR 19 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

April 19, 2016

James J. Dean, Superintendent of Highways
Town Of Orangetown Highway Dept.

Route 303
Orangeburg, NY 10962



ORANGEBURG VOLUNTEER FIRE ASSOCIATION

23 SOUTH GREENBUSH ROAD
ORANGEBURG, NEW YORK 10962-2204

Dear Mr. Dean,

Once again, the Association will be holding a carnival between the dates of June 15th through June 19th 2016 at the Dominican College parking lot located on Western Hwy. & Mountain View Ave. As such, we would like to request the use of;

- 25 Garbage cans (large barrels)
- 20 Barriers (Horses) for traffic & pedestrian control.
- A Dumpster, in order to collect garbage produced by the public at the free fireworks display (s). Which is open to the all the town residents.

If possible we would like the items delivered by Monday June 13rd, 2016, to the parking lot of Dominican College, located at the intersection of Western Hwy & Mountain View Ave, directly across from the Clover Leaf bar.

If you have any questions please call me.

Thanks again

Travis Colvin, President
Orangeburg Volunteer Fire Association
Cell Phone #845-304-6687



ORANGEBURG VOLUNTEER FIRE ASSOCIATION
23 SOUTH GREENBUSH ROAD
ORANGEBURG, NEW YORK 10962-2204
PHONE: 845-304-6687

ROCKLAND COUNTY HIGHWAY DEPARTMENT
APPLICATION FOR PERMIT TO CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

In the space provided the applicant must state their name and address. If the applicant is a corporation, state the location of the local office and the title of the person signing this application.

JOHN M. PERRY POST #1044 AMERICAN LEGION
P.O. BOX 311 SPARKILL, NY 10976

In the space provided describe why the road needs to be closed where (intersection to intersection), and when the proposed closure will take place.

MEMORIAL DAY PARADE, ROUTE 340, TO INTERSECTION
FERDON AVE, TO INTERSECTION UNION AVE TO INTERSECTION
MAIN ST TO SPARKILL, NY 10976 MEMORIAL PARK
PARADE, WILL BE MAY 30TH 2016 FROM 11AM TO 12PM

In the space provided describe the proposed detour route, barricades and signs required by the New York State Manual of Uniform Traffic Control Devices.

Dated this MAY Day of 30TH, 2016

Address: JOHN M. PERRY POST #1044, AMERICAN LEGION
P.O. BOX 311 SPARKILL NY 10976

Applicant: Commander Robert J Kolb American Legion

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

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-mail - highwaydept@oragetown.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 JOHN M PERRY POST #1044 DATE 5-26-16
COMPANY AMERICAN LEGION
ADDRESS P.O. Box 311
TELEPHONE 845-365-4586 (Robert Kolb)
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:
Route 340 to Ferdan Avenue - to Union Ave to
(Address number and name of road)
Main Street
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING MEMORIAL DAY
DATE OF CLOSING 5-30-16 RAIN DATE NONE
TIME ROAD WILL BE CLOSED 11am - 12 noon
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

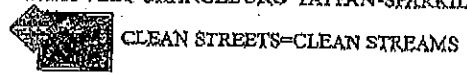
PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED.

PRELIMINARY APPROVAL [Signature] DATE 5-27-16
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

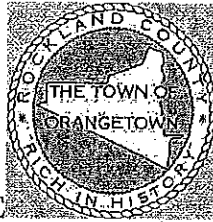
This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02bjd

HAMLETS: PEARL RIVER-BLAUVELT-ORANGEBURG-TAPPAN-SPARKILL-PALISADES-UPPER GRANDVIEW



#17



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: May 25, 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
(mf)

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.

American Minutemen Sewer & Drain, Inc.
 307 South Main Street
 New City, NY 10956
 Tel.: (845) 634-9275

Please place this Certificate of Registration request on the next Workshop agenda scheduled for June 7, 2016 and the Regular Town Board Meeting agenda scheduled for June 14, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
 encl.

#20 (1)

Request : CPI-HR are to provide services to review the Town prepared Form 1095c's for 2015 for all employees/retirees enrolled in the Town health plan or electing to decline coverage of our Town health insurance as mandated by The Affordable Health Care Act (ACA). In addition, CPI-HR will review our tracking system to determine Town offered health insurance eligibility for part time employee's under the ACA rules. The cost of CPI-HR's consulting services is not to exceed \$2,500.00. Cost to be charged to A.1310.457.



This ACA Assistance agreement ("Agreement") is made June 1, 2016 to June 30, 2016 (the "Effective Date") by and between Town of Orangetown, (the "Client") and Corporate Plans, Inc. d/b/a as CPI-HR (the "Company").

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

1. **Scope of Services to be provided by Company.** Company will provide the services described on Exhibit I (the "Services") to the Client with respect to the Patient Protection and Affordable Care Act ("ACA").
2. **Fees.** Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
3. **Term.** This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the "Term." Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company's license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party's address of record.
4. **Personnel.** The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
5. **Client's Responsibility.** Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively responsible for the accuracy of all data provided to Company and shall Indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including



without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

6. Not Legal Services. Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.

7. Confidentiality. All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.

8. DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.

9. WARRANTY. The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY

#20(4)



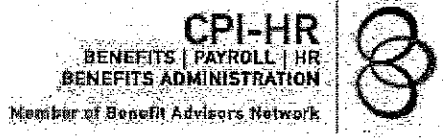
OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

10. **Limitation of Liability; Indemnification.** Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

12. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

13. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.



14. Successors and Assigns. This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.

15. Notices. Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service, where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

16. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Ohio, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in Cleveland, OH. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.

17. Entire Agreement. This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.

18. Third-Party Beneficiaries. No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[Town of Orangetown]

Corporate Plans, Inc. d/b/a CPI-HR

By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

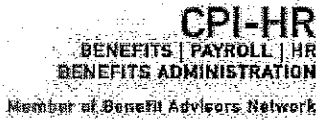


Exhibit I

Services

If "ACA Consulting" or "ACA Consulting and Dashboard Access" is selected above, the Services will include ACA Consulting Services, in accordance with the following:

- I. Education and ACA Guidance—the Company will:
- II. **We will review currently produced 2015 1095's for accuracy and make recommendations.**
 - o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);
 - o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;
 - o Review current spreadsheets used to generate 2015 1095's.
- III. Review Employee tracking information and system currently used.



If "Dashboard Access" or "ACA Consulting and Dashboard Access" is selected above, the Services will include Dashboard Access, in accordance with the following:

I. Dashboard Access:

- o Access to a proprietary web-based application which assists users in compliance with employee tracking and other provisions of the ACA (referred to herein as the "Dashboard");
- o Access shall be granted via a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dashboard on the Dashboard website;
- o Access will include access to ACA-related content and updates;
- o Client will be able to generate reports ("Reports") that will assist them in analyzing the impact of the ACA on its business (in the case of a client that is an agency or broker ("Agency"), for its Clients;
- o The license to access the Dashboard may not be licensed or sub-licensed and Client will not permit any third-party to access the Dashboard;
- o Client is solely responsible for furnishing any and all equipment required to access the Dashboard; Services beyond Dashboard access (e.g., actuarial and consulting services in connection with reviewing Reports) shall be subject to an additional charge, which shall be agreed to in writing by Client and the Company.

II. Restrictions.

- o Unless otherwise agreed, Client may not (i) use, copy, reproduce, publish, upload, post, transmit, commercialize, distribute, modify or transfer the Dashboard or any content provided thereon; (ii) reverse engineer, disassemble, decompile, or translate the Dashboard, or otherwise attempt to derive the source code of the Dashboard, modify or create derivative works of the Dashboard or any updates thereof, or authorize any third party to do any of the foregoing; (iii) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with, the Dashboard; or (iv) rent, lease, loan, resell for profit, distribute, sublicense or use the Dashboard in a time-sharing arrangement;
- o Dashboard and Report usage is subject to the terms of use set out at the Company's website and the Company's privacy policy, as it may be amended and which is available at the Company's website;
- o Client will keep intact, and will not obscure, alter or remove any copyright and proprietary notices attached to the Dashboard and the Reports without the Company's prior written consent.

#20(8)

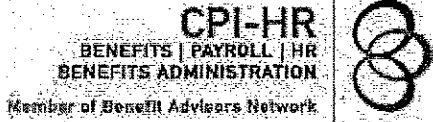


Exhibit II

ACA Consulting Services

Client will pay the Company \$2,500 for the ACA Consulting Services described in Exhibit I, which will be provided during the first 30 day Term. This fee is payable in one (1) installment payments, due on 6/30/16. **Should the company decide to sign a full services contract prior to 6/30/16, the \$2,500 will be credited to the original full services contract of \$14,000 annual fee.**

General Payment Terms

Payment is due upon receipt of an invoice (for Dashboard access) and/or on the date(s) listed above for ACA Consulting Services. Accounts are delinquent if not paid within thirty (30) days. In the event any balance is delinquent, the Company may recover the amounts due, with interest at 1% per month and may terminate all Services (including Client's access to the Dashboard) without further notice.

Client shall be solely and exclusively responsible for all fees, assessments, taxes, penalties or other amounts due of whatever kind or nature attributable to any Report.

In the event this Agreement is terminated prior to the oneyear anniversary of the Effective Date of this Agreement and the Services include access to the Dashboard, Client shall repay to the Company all costs incurred by the Company in setting up Client's access to the Dashboard. Upon any termination of this Agreement, client will shall promptly pay promptly to the Company all amounts due under the Agreement and shall not be entitled to a refund of any amounts paid prior to the date of the termination.

Fees for any renewed Term shall be on the same terms as provided in this Exhibit II, unless both parties sign an amendment to this Exhibit II.

Maureen McGrath

June 1, 2016

Honorable Richard C. Finning
Honorable Patrick J. Loftus
Town of Orangetown Justice Court
26 West Orangeburg Rd.
Orangeburg, NY 10962

Dear Judge Finning and Judge Loftus:


I have filed for service retirement from the New York State Retirement System and, therefore, I will be resigning my position as Court Clerk effective Monday, June 27, 2016.

It has truly been an honor to assist as the Court Clerk in support of the administration of justice. I have enjoyed working in the Town of Orangetown Justice Court interacting with the public, attorneys and various law enforcement agencies.

I wish both of you, my co-workers and the entire Town of Orangetown community continued success.

For your consideration

Yours truly,

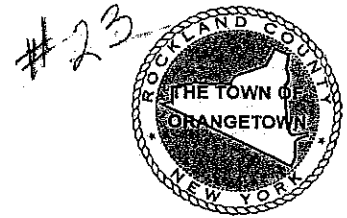


Maureen McGrath

- c: Supervisor Andrew Stewart
- Members of the Town Board
- Charlotte Madigan, Town Clerk
- Donna Morrison, Human Resource Coordinator

TOWN OF ORANGETOWN

TOWN HALL
26 ORANGEBURG RD.
ORANGEBURG, NY 10962



TELEPHONE
(845) 359-5100
FAX (845) 359-2623

June 8, 2016

TO: Supervisor Stewart
Town Board

FROM: Traffic Advisory Board

The Traffic Advisory Board, at the request of the Highway Department, recommends the installation of a "STOP SIGN" on the south/east corner of South Greenbush at the intersection of Stevens Way for motorists heading northbound on South Greenbush Road.

This will be a six-month police regulation.

Wyman-Fisher Funeral Home Inc.

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Obituaries



Jacqueline Chesman

(April 8, 1937 - June 2, 2016)

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[View/Sign Guest Book](#) | [Create Memorial Website](#)

[Send Private Condolences](#) | [Send Sympathy Card](#)

Jacqueline (Dunn) Chesman of Pearl River, NY, died on June 2, 2016 at the age of 79. Jackie was born in the Bronx on April 8, 1937 to Thomas and Eleanor Dunn. She attended Holy Rosary Grammar School, Saint Simon Stock High School, and Thorpe Secretarial School. In 1957, she married the love of her life, Jack Chesman. They raised their three children, Karen, Scott, and Christopher in Pearl River and were married for 38 years. Jackie had a successful career as the secretary for the Orangetown Detective Bureau. After her retirement in 2007, she volunteered at Nyack Hospital, Orangetown Historical Society, and Dominican Convent in Sparkill. Jackie was a member of the Pearl River Senior Club and was an extensive world traveller. Jackie is survived by her twin sister, Sr. Marilyn Dunn of Sparkill, NY, brothers Martin of Mattituck, NY and Kenneth Dunn of Pearl River. Her children, Karen Morrin of Louisville, CO, Scott Chesman and Christopher Chesman, both of Pearl River. Her grandchildren, Cayla and Trevor Morrin, Linnea, Ellie, Jack, and Mya Chesman. Her beloved husband Jack predeceased her in February 1995. Jackie's kind heart and glamorous style will be greatly missed by her extended family, dear friends, and all of those who were touched by her generous spirit. A Mass of Christian burial will be celebrated 10:00 AM Monday at Our Lady of the Sacred Heart R.C. Church Tappan, NY. Burial will follow at St. Anthony's Cemetery, Nanuet, NY. Visiting is Sunday from 3 to 5 and 7 to 9 PM at Wyman-Fisher Funeral Home Inc..

[Print Obituary](#)

Express your Condolences



Service

Visitation

Sunday, Jun 05, 2016

3:00 PM - 5:00 PM

Wyman-Fisher Funeral Home Inc.

100 Franklin Ave.

Pearl River, New York 10965


[Google Maps](#)

[Back](#)

Wyman-Fisher Funeral Home Inc.

Neil W. O'Sullivan

(March 16, 1958 - June 8, 2016)

 U.S. Veteran Cornelius W. O'Sullivan (Neil) of Pomona, NY formerly of Pearl River, NY died on Wednesday, June 8, 2016 at The Joe Raso Hospice Residence in New City, NY. He was 58.



Neil served as a Police Officer for the Town of Orangetown retiring after 28 years in January 2015. He then joined the South Nyack/GrandView Police Department in April 2015 until the present.

Neil was born March 16, 1958 in Suffern, NY to Cornelius T. O'Sullivan and Marie Andrews. He was a graduate of Pearl River HS in 1976 and served in the United States Army from 1981 to 1985 attaining the rank of Specialist 4th Class.

Locally, he was a former member of Pearl River Hook & Ladder, Knights of Columbus St. Dominic Council in Blauvelt, NY and was a basketball and girls lacrosse official. He was also a member of the Orangetown Police Department Honor Guard. Neil will be remembered as being a man of service who wanted to help others. His motto was "What can I do for you?". Neil will also be remembered for never missing a Memorial Day watch fire on Clausland Mountain.

He is survived by his wife, Laura (Wylie); daughters, Darcie and Dana; stepmother, Mary O'Sullivan, sister, Eleanor Handelsman (Bruce); father-in-law John Wylie, sister-in-law Donna Perlitz (Bill), cousins, nieces and nephews, his brothers and sisters in Blue, many friends and Rover.

A Mass of Christian burial will be celebrated 10:00 AM Monday, June 13, 2016 at St. Gregory Barbarigo R. C. Church, Garnerville, NY. Visiting hours are Sunday June 12, 2016 from 2 to 4 and 7 to 9 PM at Wyman-Fisher Funeral Home Inc., Pearl River, NY. In lieu of flowers donations may be made to United Hospice of Rockland, 11 Stokum Lane, New City, NY 10956 or Hope for Brian, P.O. Box 424, Orangeburg, NY 10962.

[Back](#)