

*Donald Brenner, P.E., L.L.B.*

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TOWN OF ORANGETOWN

2018 DEC 28 A 11: 10

TOWN CLERK'S OFFICE

*Fax 845-359-8070*

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December 27, 2018

Honorable Rosanna Sfraga  
Town Clerk, Town of Orangetown  
Town Hall  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: Town Code Section 41-2  
Watercourse Diversion Permit  
60 Fisher Ave  
Pearl River, NY  
Section 68.11, Block 2, Lot 70  
18-2669

Dear Town Clerk Sfraga,

We represent Mr. And Mrs. Michael Maloney, the owners of the realty located at 60 Fisher Ave, Pearl River, NY. The Maloneys are on the process of subdividing their property. In cooperation with the Town Highway Department they are diverting and piping a storm flow watercourse. They have:

(a) Obtained Preliminary Approval from the Planning Board for the subdivision. As required, the subdivision design details the design of a storm water conduit which will replace the open ditch.

(b) Received Drainage Approval from the Town's Consulting Engineer as related to proper sizing and the ability to capture and convey storm water runoff in the location.

(c) Had the Planning Board declared a negative declaration for the project, assuring that the environmental elements of the project have been approved by the Town's Consultant, and

(d) Received required Variances from the Zoning Board approval for the layout of the subdivision.

Therefore, before the applicant can proceed and obtain "Final Approval" from the Planning Board, they must obtain approval from the Town Board to relocate the open stream.

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Honorable Rosanna Sfraga  
Re: Watercourse Diversion Permit

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Accordingly, the applicant requests that the diversion application be placed on the Town Board Agenda so that they can proceed with their application before the Planning Board for Final Approval.

For the record we enclose:

- (a) Narrative Summary by the design engineer;
- (b) Preliminary Approval with Negative Declaration from the Planning Board;
- (c) Zoning Board Approval;
- (d) Drawing - Location and design of Piping System; and
- (e) A check in the amount of \$100 payable to the Town of Orangetown for the diversion permit.

If you require additional information, feel free to contact me.

Very truly yours,



Donald Brenner

DB/jk  
Enclosures  
cc: James Dean, Superintendent of Highway  
Robert Magrino, Town Attorney  
Eamon Reilly, Commissioner of DEME  
Design Engineer, Brooker Engineering, PLLC  
Design Surveyor, Jay Greenwell  
Michael Maloney

Attached is a "Drainage Improvement Plan" for the Maloney residence at 60 Fischer Avenue in Pearl River. The project is proposing to pipe an open swale on the property, which requires a Town Board Permit as per Chapter 41, Article I of the Town of Orangetown Code, "Watercourse Diversion".

There is an existing swale on the site that flows in a southerly direction along the west property line. A closed pipe drainage system discharges onto to the site from Fischer Avenue, stormwater runoff then flows south through the site, and then the runoff enters another closed pipe system just south of the property at tax lot 68.11-2-65 (on Salina Road). The pipe system upstream and downstream of the site are maintained by the Town of Orangetown Highway Department, with the Fischer Avenue pipe located within the Fischer Avenue right-of-way and the downstream pipe system on Salina Road located within an easement to the Town of Orangetown.

We are currently coordinating and completing the design of the pipe system with Orangetown Department of Environmental Management and Engineering. We have also submitted the plans to the Orangetown Highway Department for review and comment. Currently, the location where the open channel discharges to the pipe system at the southern property line is prone to clogging from leaves and debris and requires significant maintenance by the Town of Orangetown to ensure the opening remains unobstructed. When this opening is obstructed, stormwater flows bypass the system and result in overland flooding of the property to the south.

The proposed pipe system will significantly reduce the required maintenance and convey the majority of stormwater runoff within the pipe system. Means for conveying any potential overflows of the system have been included in the design; flooding potential to existing structures will be significantly reduced while reducing the required maintenance.

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**TO: Donald Brenner, 4 Independence Avenue, Tappan  
New York 10983**  
**FROM: Orangetown Planning Board**

**RE: Maloney Minor Subdivision:** The application of Michael Maloney, owner, for Prepreliminary/ Preliminary Subdivision Plan Review at a site to be known as “**Maloney Minor Subdivision Plan**” in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown and to determine the environmental significance of the application pursuant to the requirements of the New York State Environmental Quality Review Act. The site is located at 60 Fisher Avenue, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.11, Block 2, Lot 70 in the R-15 zoning district.

Heard by the Planning Board of the Town of Orangetown at meetings held **Wednesday, January 25, 2017 and June 27, 2018**, the Board made the following determinations:

**January 25, 2017**

Jay Greenwell and Donald Brenner appeared and testified.

The Board received the following communications:

1. Project Review Committee Reports dated January 18, 2017 and December 7, 2016.
2. Interdepartmental memorandums from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by John Giardiello, P.E., Director, dated December 14, 2016 and January 25, 2017.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., December 8, 2016.
4. An Interdepartmental memorandum from the Highway Department, Town of Orangetown, signed by James Dean, Superintendent, dated December 7, 2016.
5. Letters from Maser Consulting, signed by Jesse Cokeley, P.E., dated December 6, 2016 and January 24, 2017.
6. A letter from Rockland County Department of Planning, signed by Douglas Schuetz, Acting Commissioner, dated November 17, 2016.
7. A letter from Rockland County Department of Highway, signed by Sonny Lin, P.E., dated December 12, 2016.
8. Letters from Rockland County Department of Health, signed by Scott McKane, P.E., Senior Public Health Engineer, dated October 18, 2016.
9. A letter from Rockland County Sewer District No. 1, signed by Joseph LaFiandra, Engineer II, dated December 1, 2016.

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10. A letter from the Town of Orangetown Zoning Board of Appeals, signed by Patricia Castelli, Acting Chair, dated October 19, 2016.
11. Subdivision Plans prepared by Jay Greenwell, PLS, dated March 24, 2015:
  - Sheet 1 of 2: Subdivision of Property for Maloney
  - Sheet 2 of 2: Grading, Drainage & Utility Plan with Erosion Control
12. Drainage Improvement Plan prepared by Brooker Engineering, PLLC, dated March 24, 2015.
13. A Short Environmental Assessment Form signed by Michael Maloney, dated October 10, 2016.
14. A letter from the New York State Department of Environmental Conservation, Division of Environmental Permits, Region 3, signed by Janet Swentusky, dated October 19, 2016.

The Board reviewed the plan. The meeting was open to the public.

**Public Comments:**

- Ryan McCormick, 47 Selina Road, Pearl River; raised concerns regarding the impact of the proposed development on drainage.
- Haig Yeranosian, 45 Fisher Avenue, Pearl River; noted that 30 years ago the Town piped in a similar open brook in the area, requesting that the Town perform the same for this situation.
- Thomas McGuire, 31 Selina Road, Pearl River; explained that the previous owner of the site objected to the Town entering her property 30 years ago to pipe the brook. He held that if the current owner builds on the property, the water situation in the neighborhood will get worse.
- There being no one else from the public, a motion was made to close the Public Hearing portion of the meeting by Michael Mandel and second by Bruce Bond carried as follows: Thomas Warren - Chairman; aye, William Young, Vice-Chairman, aye; Kevin Garvey; aye, Michael Mandel; aye, and Stephen Sweeney; aye, Bruce Bond; aye, Robert Dell; absent and Blythe Yost; absent.
- A motion was made to reopen the Public Hearing portion of the meeting by Bruce Bond and second by Michael Mandel carried as follows: Thomas Warren - Chairman; aye, William Young, Vice-Chairman, aye; Kevin Garvey; aye, Michael Mandel; aye, and Stephen Sweeney; aye, Bruce Bond; aye, Robert Dell; absent and Blythe Yost; absent.

The applicant requested a **CONTINUATION**.

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**June 27, 2018**

Jay Greenwell, Dorothy Maloney and Donald Brenner appeared and testified. The Board received the following communications:

1. Project Review Committee Report dated June 20, 2018.
2. Interdepartmental memorandums from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated June 26, 2018.
3. A letter from Maser Consulting, dated June 26, 2018
4. A letter from Rockland County Department of Planning, signed by Douglas Schuetz, Acting Commissioner, dated June 20, 2018.
5. A letter from the Rockland County Highway Department, signed by Dyan Rajasingham, Engineer III, dated June 12, 2018.
6. A letter from the Rockland County Health Department, signed by Elizabeth Mello, P.E., dated June 21, 2018.
7. A letter from the Rockland County Sewer District #1, signed by Joseph LaFiandra, Engineer II, dated June 25, 2018.
8. Interdepartmental memorandums from the Highway Department, Town of Orangetown, signed by James J. Dean, Superintendent of Highways, dated March 9, 2018.
9. A copy of a letter from Brooker Engineering signed by Kenneth DeGennaro, P.E., to Jesse Cokeley, P.E., dated May 4, 2018.
10. Revised Environmental Assessment Form, dated May 10, 2018, signed by Donald Brenner.
11. Project Narrative, prepared by Donald Brenner.

The Board reviewed the plan. The meeting was open to the public.

**Public Comment:**

Haig Yeranossian, 45 Fisher Avenue, Pearl River; reviewed the situation noting that the same thing happened 30 years ago. The applicant should be allowed to proceed to do the piping since the water breeds mosquitos. Mr. Yeranossian, an architect, offered his services to the Town.

Steve Fitzgerald, 39 Selina Road, Pearl River; held that the site has had water for years and that he is not buying the applicant's concerns regarding safety. He said that he was in contact with the property owner to the south and that the property owner was only contacted 2 days ago for a meeting.

Jim Kalchberner, 80 Fisher Avenue, Pearl River, raised concerns that if the grades in the area are changed and the stream is piped than his property would become wet and have drainage issues.

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**Public Comments continued:**

Brian McAler, 23 Selina Road, Pearl River; held that the neighbor to the south, Mr. McGuire, was not against the piping, but was concerned about who would clean the piping.

There being no one else from the public, a motion was made to close the Public Hearing portion of the meeting by Michael Mandel and second by Kevin Garvey and carried as follows: Thomas Warren - Chairman; aye, William Young, Vice-Chairman, aye; Kevin Garvey; aye, Michael Mandel; aye, and Stephen Sweeney; aye, Bruce Bond; aye, Robert Dell; absent and Blythe Yost; absent.

The proposed action is classified as an "unlisted action" as defined by Section 617.2 (ak) of the New York State Environmental Quality Review Regulations (SEQRR). No agency, other than the Orangetown Planning Board will have any significant involvement in the review process, pursuant to Section 617.6 of SEQRA.

On motion by Kevin Garvey and seconded by William Young and carried as follows: Thomas Warren - Chairman; aye, William Young, Vice-Chairman, aye; Kevin Garvey; aye, Michael Mandel; aye, and Stephen Sweeney; aye, Bruce Bond; aye, Robert Dell; absent and Blythe Yost; absent, the Board declared itself Lead Agency.

Pursuant to New York Code, Rules & Regulations (NYCRR) Section 617.7, the Town of Orangetown Planning Board, as lead agency, for the reasons articulated in this Board's analysis of all of the submissions by the applicant, interested agencies, departments and the public, with respect to this project including the Environmental Assessment Form, which reasons are summarized in the motion, hereby determines that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared.

After having identified the relevant areas of environmental concern, namely drainage, surface water runoff, land clearing, vegetation, fauna, traffic and noise levels, and after having taken a hard look at said environmental issues, and after having deliberated regarding such concerns, and having heard from the applicant, the applicant's professional representatives, namely Jay Greenwell, PLS and having heard from the following offices, officials and/or Departments: (Town of Orangetown): Project Review Committee, Office of Building, Zoning, Planning Administration and Enforcement and Department of Environmental Management and Engineering; and having heard from the following involved and

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interested agencies: Town of Orangetown Zoning Board of Appeals, Rockland County Department of Health, Rockland County Sewer District No.1, and having reviewed a proposed Subdivision plan by prepared by Jay Greenwell, PLS a summary of the reasons supporting this determination are, and the Planning Board finds, that the proposed action:

- Will not significantly affect existing air quality or noise levels;
- Will not significantly affect existing surface water quality or quantity or drainage;
- Will not significantly affect existing ground water quality or quantity;
- Will not significantly affect existing traffic levels;
- Will not create a substantial increase in solid waste production;
- Will not create a potential for erosion, flooding, leaching or drainage problems;
- Will not have a significant adverse impact on the environmental characteristics of our critical environmental area or environmentally sensitive sites or features;
- Will not have an impairment of the character or quality of important historical, archeological or architectural resources;
- Will not have an impairment of the character or quality of important aesthetic resources;
- Will not have an impairment of existing community or neighborhood character;
- Will not remove or destroy large quantities of vegetation or fauna;
- Will not remove or destroy large quantities of wildlife species or migratory fish;
- Will not have a significant adverse impact to natural resources;
- Is consistent with the Town of Orangetown's Comprehensive/Master Plan;
- Will not have adverse economic or social impacts upon the Town;
- Will not create a hazard to human health; and
- Will not create a substantial change in the use of land, open space or recreational resources.

On motion by Kevin Garvey and seconded by William Young and carried as follows: Thomas Warren - Chairman; aye, William Young, Vice-Chairman, aye; Kevin Garvey; aye, Michael Mandel; aye, and Stephen Sweeney; aye, Bruce Bond; aye, Robert Dell; absent and Blythe Yost; absent, the Board made a Negative Declaration pursuant to SEQRA.

**DECISION:** In view of the foregoing and the testimony before the Board, the application was **Granted Preliminary Subdivision Plan Approval Subject to the Following Conditions:**

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1. The following note shall be placed on the subdivision plan: "At least one week prior to the commencement of any work, including the installation of erosion control devices or the removal of trees and vegetation, a Pre-construction meeting must be held with the Town of Orangetown Department of Environmental Management and Engineering, Superintendent of Highways and the Office of Building, Zoning and Planning Administration and Enforcement. It is the responsibility and obligation of the property owner to arrange such a Meeting."
2. Stormwater Management Phase II Regulations: Additional certification, by an appropriate licensed or certified design professional shall be required for all matters before the Planning Board indicating that the drawings and project are in compliance with the Stormwater Management Phase II Regulations.
3. The Town of Orangetown Highway Department does not have an objection to the proposed drainage project of the Maloney Subdivision Plan, 60 Fisher Avenue, Pearl River, if and when it receives Final approval of the Town of Orangetown Department of Environmental Management and Engineering.
4. The following variances need to be sought from the Town of Orangetown Zoning Board of Appeals:

**Minimum Street Frontage**  
Required is 75 ft.

**Lot #1                      Lot #2**

39.03 ft. provided

Lot 2

**Maximum Floor Area Ratio**  
Allowed is 0.2

0.22 proposed

Lot 1

**Maximum Building Height shall be determined per Article V. Section 5.1**

**5.** Please provide the calculations for the stream piping.

6. The Short Environmental Assessment Form, item #17 shall be answered "Yes", and an explanation offered; "applicant to establish storm sewer."

7. Deep test holes and percolation tests shall be performed on lot #2 and results submitted to the Planning Board as part of the submission.

8. The drainage calculations for the proposed stream piping shall be submitted to DEME.

**9.** The applicant is reminded that a watercourse diversion requires an approval from the Town of Orangetown Town Board. The applicant shall obtain this approval prior to receiving Final Planning Board Approval for this Subdivision, if permit already is obtained, provide the Town Board Decision number on the subdivision drawing.

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- 10.** The metes and bounds for the proposed drainage easement shall be added to the plans.
- 11.** A temporary construction easements, as well as a permanent drainage easement to benefit the Town of Orangetown, shall be obtained from Tax Lot 68.11-2-65 (F/N McGuire). These easements, with metes and bounds, shall be shown on the plans.
- 12.** The overflow from proposed drywell #1 shall be connected to the proposed catch basin depicted in the driveway for Lot #2.
- 13.** It shall be noted on the plans, as well as the deed for Lot #2, that the ownership and maintenance of the proposed yard drain and piping along the western property line, along Tax Lot 68.11-2-69, shall be the sole responsibility of the owner of Lot #2.
- 14.** A maintenance plan shall be submitted for the proposed drywells on Lot #2. Said plan shall be added to the deed for this lot.
- 15.** A profile for the sanitary house connection for Lot #2 shall be added to the plans.
- 16.** The existing 4 inch PVC drain from Lot #1 shall be shown as tying into the proposed piping system catch basin. If an easement from Lot #1 is required to reach the catch basin/ system, that easement shall be shown with metes and bounds on the plans.
- 17.** It appears that the elevation (358.3) shown at the new driveway intersection with Fisher Avenue may be in error. This shall be corrected.
- 18.** The profile for the proposed drainage piping shall include the two sanitary house connections.
- 19.** A note shall be added to the Site Plan indicating the source benchmark for the referenced datum, including the BM elevation.

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**20.** The Town of Orangetown Highway Department reviewed the submitted plans and offered the following comments:

After review of the proposed plan in which the new driveway follows and covers the drainage easement which includes 30" HDPE and drainage structures, the Town of Orangetown shall not be liable for any damages to the driveway caused by system malfunction and/or regular or emergency response required to maintain the system.

**21.** The Drainage Consultant to the Planning Board, Maser Consulting reviewed the application and found that the proposed stormwater management plan meets the intent of the regulations and therefore recommend the Maloney Subdivision be approved for drainage subject to the following project comments:

1. The letter provided was in response to its December 6, 2016 memo. The consultant provided a subsequent review memo dated January 24, 2017. Please respond to any outstanding comments.
2. Sheet 3 does not appear to have been revised, and so there are several discrepancies between the information on Sheet 2 and 3:
  - a. CB #2 and CB #3 indicate solid covers on the plan, but this is not indicated on the profiled. On the contrary, CB #1 does not indicate a solid cover on the plan but does on the profile. The plans shall be revised for consistency.
  - b. The proposed 346 contour varies in the location of drywells #1 and #2 between Sheets 2 and 3
  - c. Drywells #3 & #4 are mislabeled on Sheet 3.
3. It appears that drywells #3 and #4 will capture more runoff than drywells #1 and #2. Since drywells #3 and #4 are separate from #1 and #2, they shall be designed separately and sized according to the tributary area for each. It is also unclear how runoff from the impervious areas of Lot 1 will be captured by drywells #1 and #2. Please clarify.
4. The 6" overflow from drywell #3 to CB-1 will not have proper cover unless a steep slope is proposed. Please clarify.
5. Catch basin detail CB-1 has some errors:
  - a. Top of concrete is shown as 241.0
  - b. 6" overflow shall be from Drywell #3 not #2
6. It is unclear if the southeast roof drain is connected to drywell #4 or not. Please clarify.

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**Continuation of Condition #21...**

7. There are still a few errors with the drywell detail:
  - a. The 8" equalizer pipe callout appears to be specified in parentheses for drywells #1 and #2, but shall be for all four.
  - b. The 8" PVC pipe from the driveway field inlet is not shown and called out for drywell #3.
8. The yard inlet located in the southwest easement. Please confirm that this is acceptable to the entity with rights to the easement.
9. The 344.3 spot shot in the southwest corner of the driveway shall be higher than the field inlet grate elevation in the southeast corner to direct runoff to the inlet and avoid possible ponding in the driveway.
10. If the field inlet at the southeast corner of the driveway clogs, the driveway will pond and overflow in a sheet flow manner south approximately 30 feet over grass/vegetation to the property line. However, in the existing condition, this water runs off into the stream where it is conveyed to a headwall and pipe. A swale shall be considered from the driveway field inlet to the proposed CB #1, which would then need to have an open grate rather than a solid cover.

**22.** Rockland County Department of Planning had the following comments which are incorporated herein as conditions of approval:

- As required by the Rockland County Stream Control Act, the subdivision plan must be reviewed and signed by the Chairman of the Rockland County Drainage Agency before the County Clerk can accept the plan to be filed.
- A review shall be done by the Rockland County Department of Health to ensure compliance with the Rockland county Sanitary code, Article XIX, Mosquito Control.
- The Village of Chestnut Ridge is the reason this proposal was referred to Rockland County Planning Department for review. The municipal boundary is 165 feet west of the subject property line. As required under Section 239nn of the State General Municipal Law, the Village of Chestnut Ridge must be given the opportunity to review the proposed subdivision and provide any concerns related to the project to the Town of Orangetown.
- Prior to the start of construction or grading, a soil and erosion control plan shall be developed and in place for the entire site that meets the latest edition of the New York State Guidelines for Urban Erosion and Sediment Control.

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Continuation of Condition #22...

- There shall be no net increase in the peak rate of discharge from the site at all design points.
- The lot area provided under the Notes section must be corrected to reflect that the total site is .84 acres.
- If any variances are needed to implement the proposed site plan, the Rockland County Department of Planning requests the opportunity to review the proposed variances, as required by New York State General Municipal Law, Section 239-m(3)(v).

23. Based on the information provided, the Rockland County Health Department found that application is to be made to RCDOH for review of the storm water management system for compliance with the County Mosquito Code.

24. Rockland County Sewer District #1 does not object to the plan as shown. This project does not affect any sanitary sewers within the District and no future correspondence is requested for this site.

25. The following agencies do not object to the Town of Orangetown Planning Board assuming responsibilities of lead agency for SEQRA purposes:

- Rockland County Department of Health
- Rockland County Sewer District #1
- Rockland County Highway Department
- Town of Orangetown Zoning Board of Appeals
- New York State Department of Environmental Conservation

26. The applicant shall comply with all pertinent items in the Guide to the Preparation of Subdivision Plats prior to signing the final plans.

27. All reviews and approvals from various governmental agencies must be obtained prior to stamping of the Subdivision Plan.

28. Where a reservation of land for recreation purposes has been deemed by the Planning Board to be inadequate, Money in Lieu of Land for recreation purposes must be collected in accordance with Section 21-20 of the Land Development Regulations (\$9,000.00 for every vacant new residential lot). In addition, for every new vacant residential lot, \$80.00 will be collected for the Stream Maintenance Fund.

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29. All of the conditions of this decision, shall be binding upon the owner of the subject property, its successors and /or assigns, including the requirement to maintain the property in accordance with the conditions of this decision and the requirement, if any, to install improvements pursuant to Town Code §21. Failure to abide by the conditions of this decision as set forth herein shall be considered a violation of Subdivision Plan Approval pursuant to Town Code §21 and §6A.

30. **TREE PROTECTION:** The following note shall be placed on the Subdivision Plan: The Tree Protection and Preservation Guidelines adopted pursuant to Section 21-24 of the Land Development Regulations of the Town of Orangetown will be implemented in order to protect and preserve both individual specimen trees and buffer area with many trees. Steps that will be taken to reserve and protect existing trees to remain are as follows:

- a. No construction equipment shall be parked under the tree canopy.
- b. There will be no excavation or stockpiling of earth underneath the trees.
- c. Trees designated to be preserved shall be marked conspicuously on all sides at a 5 to 10 foot height.
- d. The Tree Protection Zone for trees designated to be preserved will be established by one of the following methods:

- One (1) foot radius from trunk per inch DBH
  - Drip line of the Tree Canopy. The method chosen should be based on providing the maximum protection zone possible. A barrier of snow fence or equal is to be placed and maintained one yard beyond the established tree protection zone. If it is agreed that the tree protection zone of a selected tree must be violated, one of the following methods must be employed to mitigate the impact:
  - Light to Heavy Impacts – Minimum of eight inches of wood chips installed in the area to be protected. Chips shall be removed upon completion of work.
  - Light Impacts Only – Installation of ¾ inch of plywood or boards, or equal over the area to be protected.
- The builder or its agent may not change grade within the tree protection zone of a preserved tree unless such grade change has received final approval from the Planning Board. If the grade level is to be changed more than six (6) inches, trees designated to be preserved shall be welled and/or preserved in a raised bed, with the tree well a radius of three (3) feet larger than the tree canopy.

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- 31.** All landscaping shown on the subdivision plan shall be maintained in a vigorous growing condition throughout the duration of the use of this site. Any plants not so maintained shall be replaced with new plants at the beginning of the next immediately following growing season.
- 32.** Prior to the commencement of any site work, including the removal of trees, the applicant shall install the soil erosion and sedimentation control as required by the Planning Board. Prior to the authorization to proceed with any phase of the site work, the Town of Orangetown Department of Environmental Management and Engineering (DEME) shall inspect the installation of all required soil erosion and sedimentation control measures. The applicant shall contact DEME at least 48 hours in advance for an inspection.
- 33.** The contractor's trailer, if any is proposed, shall be located as approved by the Planning Board.
- 34.** If the applicant, during the course of construction of any required public improvements or private sanitary or storm sewer improvements, encounters such conditions as flood areas, underground water, soft or silty areas, improper drainage, or any other unusual circumstances or conditions that were not foreseen in the original planning, such conditions shall be reported immediately to DEME. The applicant (or the applicant's engineer) shall submit their recommendations as to the special treatment or design modification to be given such areas to secure adequate, permanent and satisfactory construction. DEME shall investigate the condition(s), and shall either approve the applicant's (applicant's engineer's) recommendations to correct the condition(s), or order a modification thereof. In the event of the applicant's (applicant's engineer's) disagreement with the decision of DEME, or in the event of a significant change resulting to the subdivision plan or site plan or any change that involves a wetland regulated area, the matter shall be decided by the agency with jurisdiction in that area (i.e. Federal Wetlands - U.S. Army Corps of Engineers).
- 35.** Permanent vegetation cover of disturbed areas shall be established on the site within thirty (30) days of the completion of construction.
- 36.** Prior (at least 14 days) to the placing of any road sub-base, the applicant shall provide the Town of Orangetown Superintendent of Highways and DEME with a plan and profile of the graded road to be paved in order that these departments may review the drawings conformance to the approved construction plans and the Town Street Specifications

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37. The Planning Board shall retain jurisdiction over lighting, landscaping, signs and refuse control.

The foregoing Resolution was made and moved by Thomas Warren and seconded by Stephen Sweeney and carried as follows: Thomas Warren - Chairman; aye, William Young, Vice-Chairman, aye; Kevin Garvey; aye, Michael Mandel; nay, and Stephen Sweeney; aye, Bruce Bond; aye, Robert Dell; absent and Blythe Yost; absent.

The Clerk to the Board is hereby authorized, directed and empowered to sign this **DECISION** and file a certified copy in the Office of the Town Clerk and the Office of the Planning Board.

**Dated: June 27, 2018**  
**Cheryl Coopersmith, Chief Clerk Boards and Commissions**  
**Town of Orangetown Planning Board**  
*Cheryl Coopersmith*  
*attachment*

TOWN CLERK'S OFFICE

2018 JUL 12 A 11:17

TOWN OF ORANGETOWN



**State Environmental Quality Review Regulations  
NEGATIVE DECLARATION  
Notice of Determination of Non-Significance**

**PB #16-73: Maloney Minor Subdivision; Preliminary Subdivision Plan  
Approval Subject to Conditions/ Neg. Dec.**

**Town of Orangetown Planning Board Decision  
June 27, 2018**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Regulation) of the Environmental Conservation Law.

The PLANNING BOARD, TOWN OF ORANGETOWN, as Lead Agency, has determined that the proposed action described below will not have a significant impact on the environment and a Draft Environmental Impact Statement will not be prepared.

**NAME OF ACTION: Maloney Minor Subdivision; Preliminary Subdivision  
Plan Approval Subject to Conditions/ Neg. Dec.**

**SEQR STATUS: Type I Unlisted XXXXXX**

**CONDITIONED NEGATIVE DECLARATION: Yes      No XXXXXX**

**DESCRIPTION OF ACTION: Minor Subdivision Plan Review**

**LOCATION:** The site is located at 60 Fisher Avenue, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.11, Block 2, Lot 70 in the R-15 zoning district.

**REASONS SUPPORTING THIS DETERMINATION:**

The Orangetown Planning Board, as Lead Agency, determined that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared. The reasons supporting this determination are as follows:

The project will not have a significant impact upon the environment and a DEIS need not be prepared because the proposed action does not significantly affect air quality, surface or ground water quality, noise levels or existing external traffic patterns. In addition, it will have no impact upon the aesthetic, agricultural or cultural resources of the neighborhood. No vegetation, fauna or wildlife species will be affected as a result of this proposed action. The proposed action is consistent with the Town of Orangetown's Master Plan and will not have any adverse economic or social impacts upon the Town or its businesses or residences.

If Conditioned Negative Declaration, the specific mitigation is provided on an attachment.

For Further Information contact:

Jane Slavin, R.A., AIA, Director, Office of Building, Zoning and Planning  
Administration and Enforcement  
Town of Orangetown  
20 Greenbush Road  
Orangeburg, NY 10962  
Telephone Number: 845-359-5100

For Type I Actions and Conditioned Negative Declarations, a copy of this notice is sent: - Commissioner, New York State Department of Environmental Conservation, - Region 3 Headquarters, Town Supervisor, Applicant, Involved Agencies

2018 JUL 12 A 11: 17  
TOWN OF ORANGETOWN

2669

DECISION

FLOOR AREA RATIO FOR LOT #1, AND STREET FRONTAGE FOR LOT #2  
VARIANCES APPROVED

To: Donald Brenner (Maloney Subdivision)  
4 Independence Avenue  
Tappan, New York 10983

ZBA #18-67  
Date: October 3, 2018  
Permit # N.A.

FROM: ZONING BOARD OF APPEALS: Town of Orangetown

ZBA#18-67: Application of Maloney Subdivision for variances from Zoning Code (Chapter 43) of the Town of Orangetown Code, R-15 District, Group M, Section 3.12, Columns 4 (Floor Area Ratio: .20 permitted, .22 existing for existing house) on lot #1; and Column 7 (Street Frontage: 75' required, 39.03' proposed) for lot # 2; for a proposed two-lot residential subdivision. The premises are located at 60 Fisher Avenue, Pearl River, New York and are identified as Section 68.11, Block 2, Lot 70, in the R-15 zoning district.

Heard by the Zoning Board of Appeals of the Town of Orangetown at a meeting held on Wednesday, October 3, 2018 at which time the Board made the determination hereinafter set forth.

Dorothy Maloney, Donald Brenner, Attorney and Jay Greenwell Land Surveyor, appeared and testified.

The following documents were presented:

1. Subdivision plan for Maloney dated 03/24/2016, revised 01/15/2017 signed and sealed by Jay A. Greenwell, L.S.. ( 3 pages)
2. Project narrative not signed.
3. A memorandum dated June 26, 2918 from Jane Slavin, RA, Director, Office of Building, Zoning and Planning Administration and Enforcement, Town of Orangetown.
4. Planning board decision # 16-73, dated June 27, 2018, Preliminary Subdivision Plan Approval subject to Conditions /Neg. Dec.
5. A letter dated October 2, 2018 from the Rockland County Department of Planning signed by Douglas J. Schuetz, Acting Commissioner of Planning.
6. A letter dated September 23, 2018 from the Rockland County Health Department signed by Elizabeth Mello, P.E., Senior Public Health Engineer.
7. A letter dated September 18, 2018 from the Rockland County Sewer District #1 signed by Joseph LaFiandra, Engineer II.
8. A letter dated August 28, 2018 from Antonio Luciano Planning Board member, Village of Chestnut Ridge, NY

Ms. Castelli, Acting Chair, made a motion to open the Public Hearing which motion was seconded by Ms. Salomon and carried unanimously.

TOWN CLERK'S OFFICE

2018 OCT 16 A 10:35

TOWN OF ORANGETOWN

On advice of Denise Sullivan, Deputy Town Attorney, counsel to the Zoning Board of Appeals, Ms. Castelli moved for a Board determination that since the Planning Board noticed its intent to declare itself Lead Agency and distributed that notice of intention to all Involved Agencies, including the ZBA who consented or did not object to the Planning Board acting as Lead Agency for these applications, pursuant to coordinated review under the State Environmental Quality Review Act Regulations § 617.6 (b)(3); and since the Planning conducted SEQRA reviews and, on June 27, 2018 rendered environmental determinations of no significant adverse environmental impacts to result from the proposed land use actions (i.e. a “Negative Declarations” of “Neg Dec.”), the ZBA is bound by the Planning Board’s Neg Dec and the ZBA cannot require further SEQRA review pursuant to SEQRA Regulations § 617.6 (b)(3). The motion was seconded by Ms. Salomon and carried as follows: Mr. Bosco, aye; Ms. Castelli, aye; Mr. Feroldi, aye; and Ms. Salomon, aye. Mr. Quinn and Mr. Sullivan were absent.

Donald Brenner, Attorney, testified that there is a water problem in this area; that the Maloney’s are going to pay the Highway Department for the pipe to pipe the stream underground and attach it to the water that is already being diverted from the north and south; that this is expensive and in order to pay for it the Maloney’s’ need to subdivide the property and sell off a lot; that when he was in charge of the public works department the town use to pay for the pipe to solve water problems but they are not allowed to do that anymore; that the Town’s Drainage consultant Brooker Engineering, sized the pipe and designed it to accommodate the water flow during a 100 year storm; that the plan will accommodate the new house also; that Maser Consulting also reviewed the plan and finds it acceptable; that this will be an improvement for the area; and part of the pipe will be under the 10’ wide driveway at the new house and if the town needs to dig it up to fix the pipe, the damage to the driveway will be paid for and fixed by the homeowner.

Jay Greenwell, Land Surveyor, testified that there is an issue with drainage in the area; that the property to the north and to the south have piped the stream but this property has a portion of the stream that is not piped and it has caused problems; that the Highway Department is out at every heavy rain to clear out debris from the storm drains because of this gap in water collection; that the drainage plan that has been approved for the site with the piping of the stream and dry wells will definitely improve the water problems in the area; that when the work is done an as-built of the work will be part of the record and the DEME will have a Town Easement and it will be maintained as part of the comprehensive drainage plan for the Town.

Dorothy Maloney testified that the water problems in the area will be improved with the piping.

Public Comment:

Thomas McGuire, 31 Selena Road, Pearl River, testified that he has owned his home since 1965; that every time it rains heavy the Town Highway department comes to clean out the drains; that the Town does a great job; that they remove the debris and he does not want to stop his neighbor from doing anything but he is concerned about the water and the drainage; that the previous owner would not let the Town install the pipes because she said it would upset nature in the area with the birds and deer; that he would like the ZBA to confirm that there will be no flooding problems and asked who would be responsible to fix the driveway if the pipe needed to be repaired.

TOWN CLERK'S OFFICE  
2018 OCT 16 A 10:35  
TOWN OF ORANGETOWN

The Board members made personal inspections of the premises the week before the meeting and found them to be properly posted and as generally described on the application.

A satisfactory statement in accordance with the provisions of Section 809 of the General Municipal Law of New York was received.

Ms. Castelli made a motion to close the Public Hearing which motion was seconded by Ms. Salomon and carried unanimously.

**FINDINGS OF FACT AND CONCLUSIONS:**

After personal observation of the property, hearing all the testimony and reviewing all the documents submitted, the Board found and concluded that the benefits to the applicant if the variance(s) are granted outweigh the detriment (if any) to the health, safety and welfare of the neighborhood or community by such grant, for the following reasons:

1. The requested floor area ratio variance for lot #1 and the street frontage variance for lot #2 will not produce an undesirable change in the character of the neighborhood or a detriment to nearby properties. Piping the stream will be an improvement for the neighborhood.
2. The requested floor area ratio variance for lot #1 and the street frontage variance for lot #2 will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district. Piping the stream will be an improvement for the neighborhood
3. The benefits sought by the applicant cannot be achieved by other means feasible for the applicant to pursue other than by obtaining variances.
4. The requested floor area ratio variance for lot #1 and the street frontage variance for lot #2, although somewhat substantial, afford benefits to the applicant that are not outweighed by the detriment, if any, to the health, safety and welfare of the surrounding neighborhood or nearby community. Piping the stream will be an improvement for the neighborhood
5. The applicant purchased the property subject to Orangetown's Zoning Code (Chapter 43) and is proposing a new addition and/or improvements, so the alleged difficulty was self-created, which consideration was relevant to the decision of the Board of Appeals, but did not, by itself, preclude the granting of the area variances.

**DECISION:** In view of the foregoing and the testimony and documents presented, the Board **RESOLVED** that the application for the requested floor area ratio variance for lot #1 and the street frontage variance for lot #2 are **APPROVED**; and **FURTHER RESOLVED**, that such decision and the vote thereon shall become effective and be deemed rendered on the date of adoption by the Board of the minutes of which they are a part.

TOWN CLERK'S OFFICE

2018 OCT 16 A 10:35

TOWN OF ORANGETOWN

General Conditions:

- (i) The approval of any variance or Special Permit is granted by the Board in accordance with and subject to those facts shown on the plans submitted and, if applicable, as amended at or prior to this hearing, as hereinabove recited or set forth.
- (ii) Any approval of a variance or Special Permit by the Board is limited to the specific variance or Special Permit requested but only to the extent such approval is granted herein and subject to those conditions, if any, upon which such approval was conditioned which are hereinbefore set forth.
- (iii) The Board gives no approval of any building plans, including, without limitation, the accuracy and structural integrity thereof, of the applicant, but same have been submitted to the Board solely for informational and verification purposes relative to any variances being requested.
- (iv) A building permit as well as any other necessary permits must be obtained within a reasonable period of time following the filing of this decision and prior to undertaking any construction contemplated in this decision. To the extent any variance or Special Permit granted herein is subject to any conditions, the building department shall not be obligated to issue any necessary permits where any such condition imposed should, in the sole judgment of the building department, be first complied with as contemplated hereunder. Occupancy will not be made until, and unless, a Certificate of Occupancy is issued by the Office of Building, Zoning and Planning Administration and Enforcement which legally permits such occupancy.
- (v) Any foregoing variance or Special Permit will lapse if any contemplated construction of the project or any use for which the variance or Special Permit is granted is not substantially implemented within one year of the date of filing of this decision or that of any other board of the Town of Orangetown granting any required final approval to such project, whichever is later, but in any event within two years of the filing of this decision. Merely obtaining a Building Permit with respect to construction or a Certificate of Occupancy with respect to use does not constitute "substantial implementation" for the purposes hereof.

TOWN CLERK'S OFFICE

2018 OCT 19 A 10:35

TOWN OF ORANGETOWN

The foregoing resolution to approve the application for the requested floor area ratio variance for lot #1 and the street frontage variance for lot #2 are APPROVED; was presented and moved by Ms. Salomon, seconded by Ms. Castelli and carried as follows: Mr. Bosco, aye; Mr. Feroldi, aye; Ms. Salomon, aye; and Ms. Castelli, aye. Mr. Quinn and Mr. Sullivan were absent.

The Administrative Aide to the Board is hereby authorized, directed and empowered to sign this decision and file a certified copy thereof in the office of the Town Clerk.

DATED: October 3, 2018

ZONING BOARD OF APPEALS  
TOWN OF ORANGETOWN

By 

Deborah Arbolino  
Administrative Aide

DISTRIBUTION:

APPLICANT  
ZBA MEMBERS  
SUPERVISOR  
TOWN BOARD MEMBERS  
TOWN ATTORNEY  
DEPUTY TOWN ATTORNEY  
OBZPAE  
BUILDING INSPECTOR-N.A.

TOWN CLERK  
HIGHWAY DEPARTMENT  
ASSESSOR  
DEPT. of ENVIRONMENTAL  
MGMT. and ENGINEERING  
FILE,ZBA, PB  
CHAIRMAN, ZBA, PB, ACABOR

TOWN CLERK'S OFFICE

2018 OCT 16 A 10:35

TOWN OF ORANGETOWN

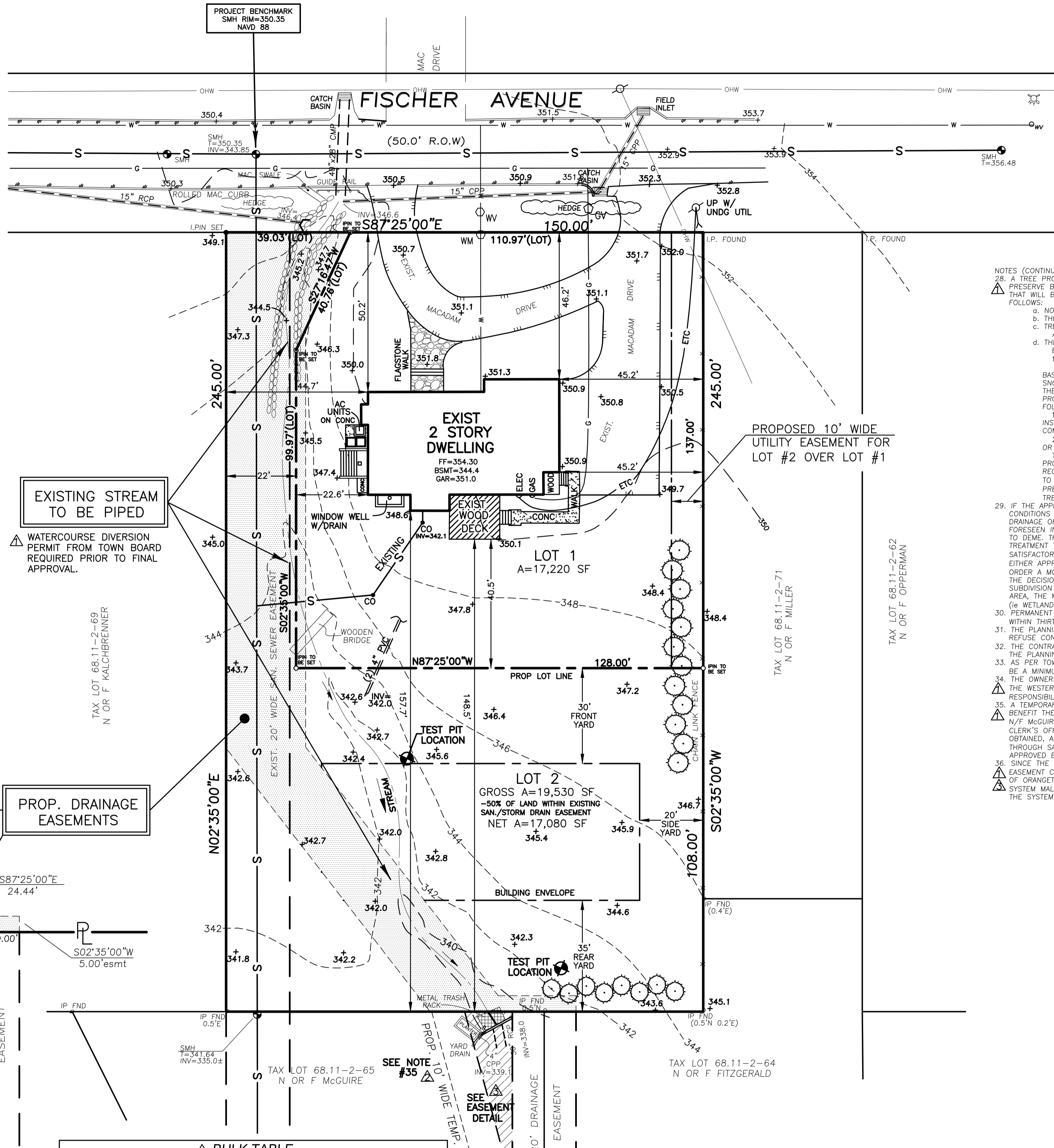




- NOTES:
- THIS IS A SUBDIVISION OF TAX LOT 68.11-2-70 AS SHOWN ON THE TOWN OF ORANGETOWN TAX MAPS.
  - RECORD OWNER: MICHAEL MALONEY, 60 FISHER AVE, PEARL RIVER, NEW YORK 10965
  - APPLICANT: SAME
  - NUMBER OF LOTS: 2
  - AREA = 0.8437 AC
  - ZONE: R-15
  - ALL NEW UTILITIES, INCLUDING ELECTRIC AND TELEPHONE SERVICE SHALL BE INSTALLED UNDERGROUND.
  - THIS PLAN DOES NOT CONFLICT WITH THE COUNTY OFFICIAL MAP, AND THIS PLAN DOES NOT CONFLICT WITH THE COUNTY OFFICIAL MAP, AND HAS BEEN APPROVED IN THE MANNER SPECIFIED BY SECTION 239 L&N OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK.
  - THIS PLAN IS SUBJECT TO DETAILS OF GRADING, ROADS AND UTILITIES AS SHOWN ON CONSTRUCTION PLANS APPROVED BY THE PLANNING BOARD AND FILED WITH THE TOWN CLERK. LOT DRAINAGE SHOWN ON SUCH PLANS SHALL CONSTITUTE EASEMENTS RUNNING WITH THE LAND & SHALL NOT BE DISTURBED.
  - ANY EXISTING UTILITIES (POLES, HYDRANTS, ETC.) AFFECTED BY CONSTRUCTION OF THIS SITE PLAN SHALL BE RELOCATED AT THE DEVELOPER'S EXPENSE PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.
  - NO BUILDING PERMIT SHALL BE ISSUED UNTIL SITE & LANDSCAPING PLANS & ARCHITECTURAL PLANS HAVE BEEN APPROVED BY ACABOR.
  - NO BUILDING PERMIT SHALL BE ISSUED UNTIL RESULTS OF TEST PITS HAVE BEEN SUBMITTED TO THE BUILDING DEPT.
  - MONUMENTS ARE TO BE SET AT ALL CORNERS OF ORIGINAL PARCEL WHERE NOT OTHERWISE MARKED. (SHOWN THUS:)
  - WATER SUPPLY BY UNITED WATER NEW YORK
  - DATE: NAVD 88
  - NEW TAX LOT NUMBERS SHOWN THUS: 69.09-5-74x
  - THE NEW CORNERS OF ALL LOTS SHALL BE MARKED WITH METAL RODS 3/4" IN DIAMETER & AT LEAST 30" IN LENGTH TO BE INSTALLED AFTER FINAL GRADING.
  - ALL AREAS DISTURBED BY ON-SITE GRADING SHOULD BE LIMED AND FERTILIZED PRIOR TO SEEDING.
  - SIDEWALKS AND CURBS, WHERE REQUIRED, SHALL BE INSTALLED IN ACCORDANCE WITH HIGHWAY DEPT. SPECIFICATIONS. (SEE APPROVED "GRADING, DRAINAGE & VEGETATION" PLAN WITH EROSION CONTROL" ON FILE WITH THE TOWN OF ORANGETOWN)
  - ALL SEWER CONNECTIONS SHALL BE APPROVED BY THE ORANGETOWN DEPT. OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING.
  - THE APPLICANT'S ENGINEER SHALL PROVIDE A COPY OF THE FIELD PERC TEST TO THE TOWN OF ORANGETOWN DEPT. OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING (DEME) AND THE BUILDING DEPT. PRIOR TO THE SIGNING OF THE PLAT, TO ENSURE ADEQUACY OF DESIGNED DRAINAGE SYSTEM.
  - AT LEAST ONE WEEK PRIOR TO THE COMMENCEMENT OF ANY WORK, INCLUDING THE INSTALLATION OF EROSION CONTROL DEVICES OR THE REMOVAL OF TREES & VEGETATION, A PRE-CONSTRUCTION MEETING MUST BE HELD WITH THE TOWN OF ORANGETOWN DEME, SUPPLY OF HIGHWAYS AND THE OFFICE OF BUILDING, ZONING & PLANNING ADMINISTRATION AND ENFORCEMENT. IT IS THE RESPONSIBILITY AND OBLIGATION OF THE PROPERTY OWNER TO ARRANGE SUCH A MEETING.
  - PLANS COMPLY WITH STORMWATER MANAGEMENT PHASE II REGULATIONS FOR PROJECTS WITH LESS THAN ONE ACRE OF DISTURBANCE, AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED, AND NO "NOI" FILING IS REQUIRED. A STORMWATER COVENANT HAS BEEN FILED IN THE ROCKLAND COUNTY CLERK'S OFFICE AS INSTRUMENT ID
  - ALL LANDSCAPING SHOWN ON THE SUBDIVISION PLANS SHALL BE MAINTAINED IN A VIGOROUS GROWING CONDITION THROUGHOUT THE DURATION OF THE USE OF THIS SITE. ANY PLANTS NOT SO MAINTAINED SHALL BE REPLACED WITH NEW PLANTS AT THE BEGINNING OF THE NEXT IMMEDIATELY FOLLOWING GROWING SEASON.
  - PRIOR TO THE COMMENCEMENT OF ANY SITE WORK, INCLUDING THE REMOVAL OF TREES, THE APPLICANT SHALL INSTALL THE SOIL EROSION & SEDIMENTATION CONTROL AS REQUIRED BY THE PLANNING BOARD. PRIOR TO THE AUTHORIZATION TO PROCEED WITH ANY PHASE OF THE SITE WORK, THE TOWN D.E.M.E. SHALL INSPECT THE INSTALLATION OF ALL REQUIRED SOIL EROSION & SEDIMENTATION CONTROL MEASURES. THE APPLICANT SHALL CONTACT DEME AT LEAST 48 HOURS IN ADVANCE FOR AN INSPECTION.
  - NO BUILDING PERMIT WILL BE ISSUED UNTIL SEWAGE DISPOSAL ARRANGEMENTS HAVE BEEN APPROVED BY THE ROCKLAND COUNTY DEPT. OF HEALTH AND/OR THE TOWN OF ORANGETOWN.
  - A CERTIFICATE OF OCCUPANCY SHALL NOT BE REQUESTED FROM THE TOWN OF ORANGETOWN BUILDING DEPARTMENT UNTIL RESULTS OF INFILTRATION AND EXFILTRATION TESTS FOR SANITARY SEWERS ARE CERTIFIED BY A NYS LICENSED PROFESSIONAL ENGINEER AND APPROVED BY THE DIRECTOR, DIVISION OF SEWERS.

**DISTRICTS**

ZONE: R-15  
 SCHOOL: PEARL RIVER UFSD 392408  
 FIRE: PEARL RIVER FD004  
 WATER: PEARL RIVER WT003  
 AMBULANCE: SO ORANGETOWN  
 SEWER: ORANGETOWN  
 LIBRARY: NANUET



- NOTES (CONTINUED)
- NO CONSTRUCTION EQUIPMENT SHALL BE PARKED UNDER THE TREE CANOPY.
  - THERE WILL BE NO EXCAVATION OR STOCKPIPING OF EARTH UNDERNEATH TREES.
  - TREES DESIGNATED TO BE PRESERVED SHALL BE MARKED CONSPICUOUSLY ON ALL SIDES AT A 5' TO 10' FOOT HEIGHT.
  - THE TREE PROTECTION ZONE FOR TREES DESIGNATED TO BE PRESERVED WILL BE ESTABLISHED BY ONE OF THE FOLLOWING METHODS:
    - ONE (1) FOOT RADIUS FROM TRUNK PER INCH DBH
    - DROP LINE OF THE TREE CANOPY. THE METHOD CHOSEN SHOULD BE BASED ON PROVIDING THE MAXIMUM PROTECTION ZONE POSSIBLE. A BARRIER OF SNOW FENCE OR EQUAL IS TO BE PLACED AND MAINTAINED ONE YARD BEYOND THE ESTABLISHED TREE PROTECTION ZONE. IF IT IS AGREED THAT THE TREE PROTECTION ZONE OF A SELECTED TREE MUST BE VIOLATED, ONE OF THE FOLLOWING METHODS MUST BE EMPLOYED TO MITIGATE THE IMPACT:
      - LIGHT TO HEAVY IMPACTS - MINIMUM OF EIGHT INCHES OF WOOD CHIPS INSTALLED IN THE AREA TO BE PROTECTED. CHIPS SHALL BE REMOVED UPON COMPLETION OF WORK.
      - LIGHT IMPACTS ONLY - INSTALLATION OF 3/4 INCH OF PLYWOOD OR BOARDS, OR EQUAL OVER THE AREA TO BE PROTECTED.
  - THE BUILDER OR ITS AGENT MAY NOT CHANGE GRADE WITHIN THE TREE PROTECTION ZONE OF A PRESERVED TREE UNLESS SUCH GRADE CHANGE HAS RECEIVED FINAL APPROVAL FROM THE PLANNING BOARD. IF THE GRADE LEVEL IS TO BE CHANGED MORE THAN SIX (6) INCHES TREES DESIGNATED TO BE PRESERVED SHALL BE WELLED AND/OR PRESERVED IN A RAISED BED, WITH THE TREE WELL RADIUS OF THREE (3) FEET LARGER THAN THE TREE CANOPY.
  - IF THE APPLICANT, DURING THE COURSE OF CONSTRUCTION, ENCOUNTERS SUCH CONDITIONS AS FLOOD AREAS, UNDERGROUND WATER, SOFT OR SILTY AREAS, IMPROPER DRAINAGE OR ANY OTHER UNUSUAL CIRCUMSTANCES OR CONDITIONS THAT WERE NOT FORESEEN IN THE ORIGINAL PLANNING, SUCH CONDITIONS SHALL BE REPORTED IMMEDIATELY TO DEME. THE APPLICANT SHALL SUBMIT THEIR RECOMMENDATIONS AS TO SPECIAL TREATMENT TO BE GIVEN SUCH AREAS TO SECURE ADEQUATE, PERMANENT AND SATISFACTORY CONSTRUCTION. DEME SHALL INVESTIGATE THE CONDITION(S) AND SHALL EITHER APPROVE THE APPLICANT'S RECOMMENDATIONS TO CORRECT THE CONDITION(S), OR ORDER A MODIFICATION THEREOF. IN THE EVENT OF THE APPLICANT'S DISAGREEMENT WITH THE DECISION OF DEME, OR IN THE EVENT OF A SIGNIFICANT CHANGE RESULTING TO THE SUBDIVISION PLAN, OR SITE PLAN, OR ANY CHANGE THAT INVOLVES A WETLAND REGULATED AREA, THE MATTER SHALL BE DECIDED BY THE AGENCY WITH JURISDICTION IN THAT AREA (i.e. WETLANDS-US ARMY CORP OF ENGINEERS)
  - PERMANENT VEGETATION COVER OF DISTURBED AREAS SHALL BE ESTABLISHED ON THE SITE WITHIN THIRTY (30) DAYS OF THE COMPLETION OF CONSTRUCTION.
  - THE PLANNING BOARD SHALL RETAIN CONTROL OVER LIGHTING, LANDSCAPING, SIGNS & REFUSE CONTROL.
  - THE CONTRACTOR'S TRAILER, IF ANY IS PROPOSED, SHALL BE LOCATED AS APPROVED BY THE PLANNING BOARD.
  - AS PER TOWN OF ORANGETOWN BUREAU OF FIRE PREVENTION, THE DRIVEWAY WIDTH SHALL BE A MINIMUM OF 12 FEET WITH AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13'6"
  - THE OWNERSHIP AND MAINTENANCE OF THE PROPOSED YARD DRAINAGE AND PIPING ALONG THE WESTERN PROPERTY LINE (ABUTTING TAX LOT 68.11-2-69) SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF PROPOSED LOT #2.
  - A TEMPORARY CONSTRUCTION EASEMENT, AS WELL AS PERMANENT DRAINAGE EASEMENT TO BENEFIT THE TOWN OF ORANGETOWN, SHALL BE OBTAINED FROM TAX LOT 68.11-2-65, N/F MCGUIRE. THE PROPOSED EASEMENT SHALL BE RECORDED IN THE ROCKLAND COUNTY CLERK'S OFFICE PRIOR TO FILING THIS PLAT. IN THE EVENT THAT SUCH EASEMENT IS NOT OBTAINED, ALTERNATIVE CONNECTION TO THE DRAINAGE WITHIN THE EASEMENT RUNNING THROUGH SAID LANDS N/F MCGUIRE AND/OR N/F FITZGERALD SHALL BE DESIGNED AND APPROVED BY THE TOWN DEME AND HIGHWAY DEPT.
  - SINCE THE PROPOSED DRIVEWAY FOLLOWS AND COVERS THE PROPOSED DRAINAGE EASEMENT CONTAINING THE 30" HDPE DRAIN LINE AND DRAINAGE STRUCTURES, THE TOWN OF ORANGETOWN SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE DRIVEWAY CAUSED BY SYSTEM MALFUNCTION AND/OR REGULAR OR EMERGENCY RESPONSE REQUIRED TO MAINTAIN THE SYSTEM.

EXISTING STREAM TO BE PIPED

WATERCOURSE DIVERSION PERMIT FROM TOWN BOARD REQUIRED PRIOR TO FINAL APPROVAL.

PROP. DRAINAGE EASEMENTS

PROPOSED 10' WIDE UTILITY EASEMENT FOR LOT #2 OVER LOT #1

ADDITIONAL DRAINAGE EASEMENT TO BE DEDICATED TO THE TOWN OF ORANGETOWN

BULK TABLE			
ITEM	REQUIRED	PROPOSED LOT 1	PROPOSED LOT 2
MIN AREA	15,000 SF	17,220 sf NET	17,080 sf NET
MIN. LOT WIDTH	100 ft	128'	150'±
MIN ST FRONTAGE	75 ft	110.97'	39.03' *
MIN FRONT YD	30 Ft	46.2'	> 30'
MIN SIDE YD	20 Ft	21'±	> 20'
TOTAL SIDE YDS	50 Ft	66'±	>50'
MIN REAR YD	35 Ft	40.5'	> 35'
MAX FAR	0.20	0.22 *	<0.20
BLDG HT	1 ft/ft	46.2' PERMITTED	<30'

\* VARIANCE REQUIRED  
 (GRANTED BY ORANGETOWN ZBA 10/03/18; #18-67)

- LEGEND**
- CB CATCH BASIN/FIELD INLET
  - FI DRAIN LINE
  - S-S SANITARY MANHOLE / PIPE
  - EDGE OF PAVEMENT
  - CURB
  - G-G GAS LINE / VALVE
  - W-W WATER LINE / VALVE
  - UTILITY POLE
  - LIGHT POLE
  - OHW OVERHEAD WIRES
  - UE UNDERGROUND ELECTRIC

OWNERS APPROVAL FOR FILING:

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

FINAL PLANNING BOARD APPROVAL

CHAIRMAN: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL-ROCKLAND COUNTY DRAINAGE AGENCY

CHAIRMAN: \_\_\_\_\_ DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS PREPARED BY ME AND WAS MADE FROM AN ACTUAL SURVEY COMPLETED BY ME ON 3-24-16.

JAY A. GREENWELL, PLS  
 NYS LIC.# 49676



DATE	REVISIONS
3/12/18	REVISIONS
3/11/27/18	REV. ESMT
7/30/18	PB REVS @ PRELIM
9/28/16	REVISIONS

DESIGNED JAG  
 DRAWN LDW

CHECKED JAG  
 APPROVED JAG

**SUBDIVISION OF PROPERTY FOR MALONEY**

PEARL RIVER, TOWN OF ORANGETOWN  
 ROCKLAND COUNTY, NEW YORK

**JAY A. GREENWELL, PLS, LLC**

LAND SURVEYING - LAND PLANNING  
 85 LAFAYETTE AVENUE, SUFFERN, NEW YORK, 10901  
 PHONE 845-357-0830 FAX 845-357-0756

TAX LOT # 68.11-2-70  
 AREA 36,750 SF  
 FILE 21438SUBD  
 SCALE 1"=20'  
 DATE 03-24-16  
 JOB NO. 21438

**PLANNING BOARD  
TOWN OF ORANGETOWN**

TO: Rick Pakola  
Deputy Town Attorney

FROM: Cheryl Coopersmith *CC*  
Chief Clerk, Boards and Commissions

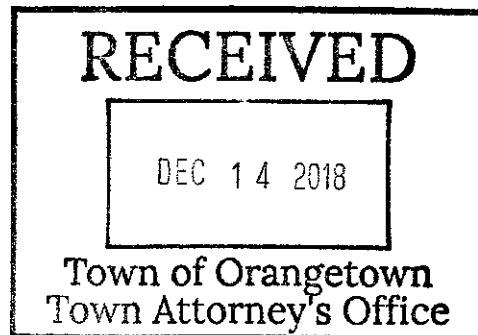
DATE: December 14, 2018

RE: Recommendation for the Release of the Performance Bond  
Brightview Senior Living Site Plan  
Section 73.15, Block 1, Lot 10; R-80 zoning district

Please take the appropriate steps to place this item on the Town Board Agenda.

Thank you.

Attachment





**TO: Town of Orangetown Planning Board**  
**FROM: Project Review Committee**  
**RE: Planning Board Meeting of December 12, 2018**

**December 5, 2018**  
**Page 1 of 2**

**Greater Hudson Bank Site Plan**

Prepreliminary/ Preliminary/ Final Site Plan; and SEQRA Review  
170 Erie Street, Blauvelt; 70.14/4/10; CC zoning district

**PB #18-47**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**622 Route 303 Subdivision Amendment Plan (Golden Crust Rockland)**

Prepreliminary/ Preliminary/ Final Subdivision Plan  
and SEQRA Review; 622 Route 303, Blauvelt; 65.14/1/11.3; LI/LiO zoning district

**PB #18-48**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**New York City Football Club Site Plan Amendment Plan**

Prepreliminary/ Preliminary/ Final Site Plan and SEQRA Review  
280 Old Orangeburg Road, Orangeburg; 73.12/1/3.2; RPC-R zoning district

**PB #18-49**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**Brightview Senior Living Site Plan**

Recommendation to the Town Board to Release the Performance Bond  
31 Hunt Road, Pearl River; 73.15/1/10; R-80 zoning district

**PB #18-50**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**Griffin Site Plan – Lot #2 Krieger Subdivision**

Final Site Plan Review  
27 Sunrise Lane, Pearl River; 69.18/3/43.2; R-15 zoning district

**PB #18-51**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**Sambrotto Subdivision**

Reapproval of the Final Subdivision Plan and  
Recommendation to the Town Board to Establish the Value  
and Term of the Performance Bond  
34 Clausland Mountain Road, Blauvelt; 70.15/2/11; R-40 zoning district

**PB #18-39**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.



**Department of Environmental Management and Engineering**  
**Town of Orangetown**

127 Route 303 Orangeburg New York 10962  
Tel: (845) 359-6502 • Fax: (845) 359-6951  
September 25, 2018

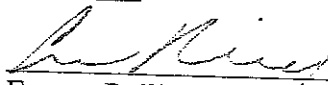
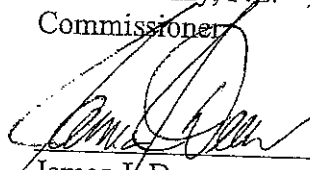
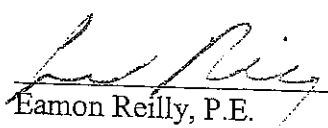
Planning Board  
Town of Orangetown  
1 Greenbush Road  
Orangeburg, New York 10962  
Attn: Cheryl Coopersmith, Chief Clerk

**Re: Brightview Senior Living Site Plan  
Performance Bond Release**

(YY-MM-Tax Lot #)\*\*  
**Tracking # 16-12-73.15:1:10**  
**Bond Amount \$ 359,040.00**

Gentlemen:

Please be advised that all of the requirements of our respective Departments have been completed/ satisfied and we therefore recommend the release of the Performance Bond for the above referenced project.

<u>Department</u>	<u>Signature</u>	<u>Date</u>
Engineering Department	 Eamon Reilly, P.E. Commissioner	<u>12-04-18</u>
Highway Department	 James J. Dean, Superintendent	<u>12-5-18</u>
Sewer Department	 Eamon Reilly, P.E. Commissioner	<u>12-04-18</u>

cc: Town Attorney  
J. Slavin  
R. Sfraga  
Highway file  
Sewer file

\* Copies of completed form to be sent to all signees?  
\*\* Year and month are from Planning Board decision establishing Performance Bond,  
tax lot # is of site prior to subdivision of lot.

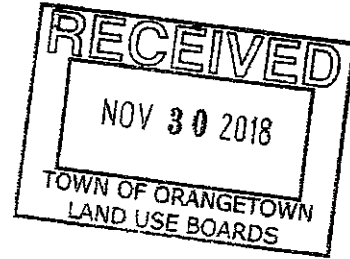
June 2005

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

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



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



## INTEROFFICE MEMO

November 29, 2018

TO: Cheryl Coopersmith, Chief Clerk  
FROM: James J. Dean, Superintendent of Highways  
RE: Brightview Senior Living Tappan Site Plan  
Section 73.15, Block1, Lot 10, R-80 zoning district

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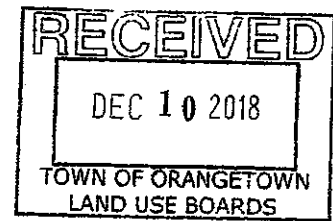
Please be advised that this department has no objection for the release of the above referenced bond.

JJD: hw






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



Jane Slavin, RA  
Director

(845) 359-8410

Fax: (845) 359-8526

Date: December 10, 2018  
To: Cheryl Coopersmith, Chief Clerk  
Planning Board  
From: Jane Slavin, RA.,  
Director O.B.Z.P.A.E. 



Subject: **Brightview Senior Living Site Plan**  
Recommendation to the Town Board to Release the Performance Bond  
31 Hunt Road, Pearl River; 73.15/1/10; R-80 zoning district

**PB #18-50**

Please be advised that this office has no jurisdiction over the release of the Performance Bond.

JS  
12/10/18

**PLANNING BOARD  
TOWN OF ORANGETOWN**

**DATE:** November 20, 2018

**TO:** Bruce Peters  
James Dean  
Rick Pakola  
Jane Slavin  
Rosanna Sfraga

**FROM:** Cheryl Coopersmith

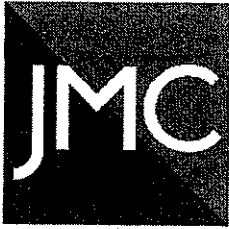
**RE:** Release of the Performance Bond  
Brightview Senior Living Tappan Site Plan  
Section 73.15, Block 1, Lot 10, R-80 zoning district

A request has been made to the Planning Board for the release of the Brightview Senior Living Site Plan Performance Bond, Tracking #16-12-73.15:01:10.

Please review your files and provide comments. I would like to schedule this item on the December 12, 2018 Planning Board Meeting.

Thank you.

Attachments



Site Planning  
Civil Engineering  
Landscape Architecture  
Land Surveying  
Transportation Engineering

Environmental Studies  
Entitlements  
Construction Services  
3D Visualization  
Laser Scanning

November 15, 2018

Chairman Thomas Warren  
Town of Orangetown Planning Board  
20 South Greenbush Road  
Orangeburg, NY 10962

RE: JMC Project 15012  
Brightview Senior Living  
31 Hunt Road  
Town of Orangetown, NY

**Bond Release**

Dear Chairman Warren,

On behalf of Brightview Senior Living, we are requesting release of the attached Site Plan Performance Bond in the amount of \$359,040. The project has been completed and there are no outstanding items open with the Town at this time.

If you have any questions or require additional information, please contact our office at (914) 273-5225.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC

A handwritten signature in black ink, appearing to read 'Diego Villareale', written over a white background.

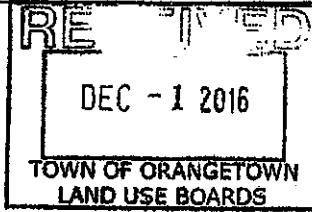
Diego Villareale, PE  
Associate Principal

cc: Mr. Ted Wies

P:\2015\15012\ADMIN\Warren 11-15-2018.docx



**Department of Environmental Management and Engineering  
Town of Orangetown**



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

November 30, 2016

Planning Board  
Town of Orangetown  
1 Greenbush Road  
Orangeburg, New York 10962  
Attn: Cheryl Coopersmith, Chief Clerk

**Re: Performance Bond** (YY-MM-Section:Block:Lot)  
**Brightview Senior Living Site Plan Tracking #** (16-12-73.15:1:10)

Gentlemen:

The Department's bonding requirements for the above captioned project are as follows;

<u>ITEM</u>	<u>COST</u>
Iron Pins	\$ 450.00
As-Built drawings	21,600.00
Storm Drainage	6,850.00
Soil Erosion and Sediment Control	132,500.00
Sanitary Sewers	137,800.00
<u>Sub-Total</u>	<u>\$ 299,200.00</u>
Administrative Close-out (15% of Sub Total)	\$ 44,880.00
<b><u>Total Bond = \$ 359,040.00</u></b>	

Inspection Fee:

(3% of Sub Total of original bond amount) \$ 8,976.00  
to be submitted to this Department prior to onset of construction.

Further, all bonds are to conform to current town regulations.

Sincerely,

cc: Bldg. Dept.  
Town Attorney

**LIBERTY MUTUAL INSURANCE COMPANY**

AMOUNT: \$359,040.00

BOND NO. 837069129

**SITE PLAN**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE, Brightview Lake Cappan, LLC, a Maryland Limited Liability Company, having an address at 218 North Charles Street, Suite 220, Baltimore, MD 21201, as "Principal", and Liberty Mutual Insurance Company, a Massachusetts corporation authorized to do business in the State of New York, having an office at 175 Berkeley Street, Boston, MA 02116, as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York 10962, as "Obligee," in the full and just sum of Three Hundred Fifty Nine Thousand, Forty Dollars and 00/100 DOLLARS (\$359,040.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, PB#16-14, as well as the Town of Orangetown Department of Environmental Management and Engineering (DEME), and Town specifications and requirements, at a certain site known as, "31 Hunt Road" located in the hamlet of Orangeburg, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 73.15, Block 1, Lot(s) 10; of which improvements shall be maintained and completed on or before August 15, 2019.

A copy of the DEME calculations and improvements to be completed and which the Principal is required to construct, install and/or maintain, along with a copy of the Planning Board decisions requiring same are annexed hereto and incorporated herein as part and parcel of this agreement by reference.

Surety hereby waives notice, or the right to receive notice, of any extension of time which may be granted by Obligee.



**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if Principal shall carry out all terms of said agreement and perform all the work as set forth herein, including but not limited to the construction, installation and maintenance of the improvements set forth in the attachments hereto and the requirements and/or approval of any Town agency having jurisdiction over the construction, installation, inspection and/or maintenance of any such improvements, all within the time set forth in said agreement and/or herein, then, upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal and Surety from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect withstanding anything to the contrary set forth herein and/or in said agreement.

SIGNED, SEALED AND DATED AS OF THIS 6th day of December, 2016.

WITNESS/ATTEST:

PRINCIPAL:

Brightview Lake Tappan, LLC a Maryland  
Limited Liability Company

\_\_\_\_\_  
(Type Name and, if applicable, Title)

By: \_\_\_\_\_  
David Carliner, Executive Vice President

SURETY:

Liberty Mutual Insurance Company

*Juan McElligott*  
(Type Name and, if applicable, Title)

By: *Nancy Mancuso*  
Nancy Mancuso, Attorney-In-Fact

[Acknowledgment within New York State - Principal]

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

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
[Affix Notary Stamp or Seal]

[Acknowledgment within New York State - Surety]

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

On the 8<sup>th</sup> day of December, in the year 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Nancy Mancuso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires: 3-25-2018

*Megan J. Schlueter*  
Notary Public  
[Affix Notary Stamp or Seal]

MEGAN J. SCHLUETER  
Notary Public, State of New York  
Registration #01SC6071921  
Qualified In Monroe County  
Commission Expires March 25, 2018



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7421279

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

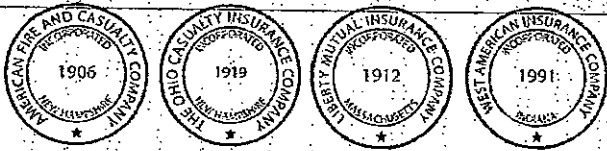
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Borodzki; Annette M. Smith; Antonio V. Corasaniti; Jean Hess; Joyce M. Zieziula; Megan J. Schlueter; Michael S. Apter; Nancy Mancuso

all of the city of Rochester, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2016



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of July, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

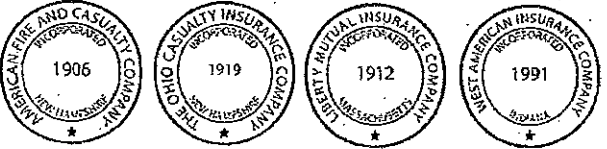
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of December, 2016



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits.....	\$753,038,641	Unearned Premiums.....	\$6,580,520,311
*Bonds — U.S Government.....	1,547,613,446	Reserve for Claims and Claims Expense.....	16,917,138,677
*Other Bonds.....	11,088,162,545	Funds Held Under Reinsurance Treaties.....	210,794,503
*Stocks.....	9,919,835,033	Reserve for Dividends to Policyholders.....	358,033
Real Estate.....	295,926,247	Additional Statutory Reserve.....	29,659,093
Agents' Balances or Uncollected Premiums.....	4,487,501,643	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	120,872,424	Other Liabilities.....	<u>2,789,478,276</u>
Other Admitted Assets.....	<u>14,130,266,527</u>	Total.....	<u>\$26,527,948,893</u>
<b>Total Admitted Assets.....</b>	<b><u>\$42,343,216,506</u></b>	Special Surplus Funds.....	\$67,890,944
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,183,823
		Unassigned Surplus.....	6,908,192,846
		Surplus to Policyholders.....	<u>15,815,267,613</u>
		<b>Total Liabilities and Surplus.....</b>	<b><u>\$42,343,216,506</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

*T. Mikolajewski*

Assistant Secretary

**PB#16-76: Brightview Senior Living Site Plan – Recommendation to the Town Board to Establish the Value and Term of the Performance Bond**

**Town of Orangetown Planning Board Decision  
December 14, 2016  
Page 1 of 2**

**TO:** Donald Brenner, 4 Independence Avenue, Tappan,  
New York  
**FROM:** Town of Orangetown Planning Board

**RE:** Brightview Senior Living Tappan Site Plan: The application of Shelter Development LLC, applicant for Hegarty Homes, owner, for a **Recommendation to Establish the Value and Term of the Performance Bond to the Orangetown Town Board at a site to be known as "Brightview Senior Living Lake Tappan Site Plan"**, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 31 Hunt Road, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 73.15, Block 1, Lot 10; in the R-80 zoning district.

**Thomas Warren recused himself from the proceedings of the meeting.**

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, December 14, 2016**, at which time the Board made the following determinations:

Donald Brenner appeared and testified for the applicant.  
The Board received the following communications:

1. Project Review Committee Report dated December 7, 2016.
2. An interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by John Giardiello, P.E., Director, dated December 14, 2016.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 30, 2016.
4. A copy of the Brightview Senior Living Tappan Site Plan Decision; PB#16-14, Final Site Plan Approval Subject to Conditions, dated March 23, 2016.

The Board reviewed the submitted information. The hearing was then open to the Public.

There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Michael Mandel and seconded by Bruce Bond and carried as follows: Kevin Garvey, Chairman, aye; Bruce Bond, Vice Chairman, aye; Michael Mandel, aye; William Young, aye; Robert Dell, aye; Thomas Warren, recused and Stephen Sweeney, aye.

**RECOMMENDATION:** In view of the foregoing, the Planning Board **Recommends to the Orangetown Town Board** that the value and term of the Performance Bond be in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 30, 2016.

TOWN CLERKS OFFICE

2016 JUN 19 PM 12 11

TOWN OF ORANGETOWN

**PB#16-76: Brightview Senior Living Site Plan – Recommendation to the Town Board to Establish the Value and Term of the Performance Bond**

**Town of Orangetown Planning Board Decision  
December 14, 2016  
Page 2 of 2**

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before December 14, 2018, and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
Iron Pins	\$ 450.00
As-Built Drawings	\$ 21,600.00
Storm Drainage	\$ 6,850.00
Soil Erosion & Sediment Control	\$ 132,500.00
Sanitary Sewers	\$ 137,800.00
	<b><u>Sub-Total \$ 299,200.00</u></b>
Administrative Close-out (15% of Sub-Total)	\$ 44,880.00
	<b><u>Total \$ 359,040.00</u></b>

Inspection Fee: \$ 8,976.00

(3% of Sub Total of Bond Amount to be submitted to DEME prior to onset of construction)

The foregoing Resolution was made and moved by Michael Mandel and seconded by Bruce Bond and carried as follows: Kevin Garvey, Chairman, aye; Bruce Bond, Vice Chairman, aye; Michael Mandel, aye; William Young, aye; Robert Dell, aye; Thomas Warren, recused, and Stephen Sweeney, aye.

The Clerk of the Board is hereby authorized, directed and empowered to sign this **RECOMMENDATION** and file a certified copy in the Office of the Town Clerk and this Office of the Planning Board.

Dated: December 14, 2016  
Cheryl Coopersmith  
Town of Orangetown Planning Board



TOWN CLERKS OFFICE  
2016 JAN 19 PM 12 11  
TOWN OF ORANGETOWN

**PB#18-50: Brightview Senior Living Site Plan – Recommendation to the  
Town Board to Release the Performance Bond**

**Town of Orangetown Planning Board Recommendation**

**December 12, 2018**

**Page 1 of 2**

**TO: Diego Villareale, JMC Site Development Consultants, LLC, 120  
Bedford Road, Armonk, New York 10504**  
**FROM: Town of Orangetown Planning Board**

**RE: Brightview Senior Living Performance Bond:** The application of Diego Villareale, JMC, applicant for Brightview Senior Living Tappan, owner, for a Recommendation to the Town Board to Release the Performance Bond at a site known as “**Brightview Senior Living Performance Bond**”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown. The site is located at 31 Hunt Road, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 73.15, Block 1, Lot 10 in the R-80 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, December 12, 2018**, at which time the Board made the following determinations:

Diego Villareale appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated December 5, 2018.
2. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated December 10, 2018.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated December 4, 2018, and from the Highway Department, signed by James Dean, Superintendent of Highways, dated December 5, 2018.
4. An interdepartmental memorandum from the Town of Orangetown Highway Department signed by James Dean Superintendent of Highways, dated November 29, 2018.
5. A letter from Diego Villareale, P.E., JMC Site Development Consultants, dated November 15, 2018.
6. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Bruce Peters, P.E., dated November 30, 2016.
7. A copy of Performance Bond #837069129, in the amount of \$359,040.00.
8. A copy of PB #16-76, Recommendation to the Town Board to Establish the Value and Term of the Performance Bond; Brightview Senior Living Site Plan, dated December 14, 2016.



**PB#18-50: Brightview Senior Living Site Plan – Recommendation to the  
Town Board to Release the Performance Bond**

**Town of Orangetown Planning Board Recommendation**

**December 12, 2018**

**Page 2 of 2**

The Board reviewed the submitted information. The hearing was then opened to the Public.

There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Bruce Bond and second by Michael Mandel and carried as follows: Thomas Warren, Chairman, aye; William Young, Vice Chairman, aye; Michael Mandel, aye; Blythe Yost, aye; Stephen Sweeney, aye; Robert Dell, aye; Kevin Garvey, absent and Bruce Bond, aye.

**RECOMMENDATION:** In view of the foregoing, the Planning Board **Recommended to the Town of Orangetown Town Board to Release the Performance Bond.**

The foregoing Resolution was made and moved by Bruce Bond and second by Michael Mandel and carried as follows: Thomas Warren, Chairman, aye; William Young, Vice Chairman, aye; Michael Mandel, aye; Blythe Yost, aye; Stephen Sweeney, aye; Robert Dell, aye; Kevin Garvey, absent and Bruce Bond, aye.

The Clerk of the Board is hereby authorized, directed and empowered to sign this **RECOMMENDATION** and file a certified copy in the Office of the Town Clerk and this Office of the Planning Board.

**Dated: December 12, 2018**

**Cheryl Coopersmith**

**Chief Clerk Boards and Commissions**

*Donald Brenner, P.E., LL.B.*

*Attorney-At-Law • Professional Engineer  
4 Independence Avenue, Tappan, New York 10983*

*Phone 845-359-2210*

December 19, 2018

*Fax 845-359-8070*

Commissioner Charles H. Vezzetti  
Orangetown Sanitation Commission  
Rockland County Highway Department  
23 New Hempstead Road  
New City, NY 10956

Re: Residential Garbage Haulers  
Town on Orangetown  
Our File No. 18-1394-8

Dear Commissioner Vezzetti:

The licensed garbage haulers of the Town have provided excellent and continuous service to the residents of the Town for over fifty years. The haulers have not received an increase for their services since 2011, even though the cost of operation and maintenance has substantially increased.

To be more specific in this time period:

<u>Item</u>	<u>Increase in Cost</u>
Labor	14%
Workers Compensation	49%
Auto and CL Insurance	66%
Health Insurance	71%
Equipment	25%
Part	21% to 42%
Shop Labor	17%

To offset the increase in cost of operation, the carters are requesting an increase of \$3/month.

Present Charge	-	2018	27.00/month
New Charge	-	2019	30.00/month

Bills are sent to the users January 1, 2019. Therefore, the haulers are requesting a meeting as

*Donald Brenner, P.E., LL.B.*

Commissioner Charles H. Vezzetti  
Re: Residential Garbage Haulers

December 19, 2018  
Page 2 of 2

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soon as possible to review and approve their the request and then forward your recommendation to the Town Board.

Due to the time restraints, a request to the Town Board to schedule a "Special Meeting" to approve the recommendation this year would be appreciated.

Very truly yours,



Donald Brenner

DB/jk

cc: Orangetown Residential Haulers

*Donald Brenner, P.E., LL.B.*

*Attorney-At-Law • Professional Engineer  
4 Independence Avenue, Tappan, New York 10983*

*Phone 845-359-2210*

*Fax 845-359-8070*

**MEMORANDUM**

**TO:** Sanitation Commission Members  
**FROM:** Donald Brenner, P.E., LL.B.  
**DATE:** December 19, 2018  
**RE:** Meeting of December 19, 2018  
Request for Rate Increase

---

- (a) Official letter to the Commissioner
- (b) Back-up material for Mid-Hudson Mark Inc.
- (c) Back-up material from insurance provider (George M. Cemas, Inc.)
- (d) Back-up material - Keevily/Spero N.Y.S. Insurance Fund Workers Compensation



**Mid-Hudson Mack Inc.**

135 Neelytown Road Montgomery, NY 12549

Phone: (845) 457-7000 Fax: (845) 457-7042

Email: [MHM@frontiernet.net](mailto:MHM@frontiernet.net) Website: [www.midhudsonmack.com](http://www.midhudsonmack.com)

November 2, 2018

Robert Hiep  
Hiep Sanitation  
22 Snake Hill Road  
West Nyack, NY 10994

Dear Mr. Hiep,

In answer to your inquiry about cost increases from 2011 to present, I have researched and have the following information for you.

The cost of sanitation equipment has increased about 20-25% since 2011, due to added emissions components, electronics, cost of materials, and factory labor costs. Except for emissions, bodies have similar increases for the same reasons.

The cost of Mack, Hino & Isuzu parts have increased from 21-42%. Each manufacturer has two increases per year with between 3-6% each increases.

The shop labor rate at Mid-Hudson Mack Inc. has changed from \$114.00 per hour to \$133.35 per hour over the same period. That equals a 17% increase.

Respectfully Submitted,

Tom Flatley  
General Manager  
Mid-Hudson Mack Inc.  
135 Neelytown Road  
Montgomery, NY 12549  
845-457-7000 ex 1026



# **GEORGE M. COMAS, INC**

**73 JEFFERSON AVE. WESTWOOD, N.J. 07675**

**PHONE: 201-666-4011 / FAX: 201-666-9722**

**October 31, 2018**

**Robert Hiep  
Rockland Waste  
Robert & Hiep Sanitation**

**Re: Insurance Rate Increase**

**Dear Mr. Hiep**

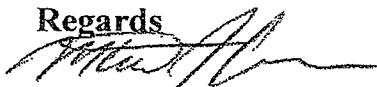
**Attached you will find a spread sheet that illustrates the cost of insurance with respects to Commercial Auto. We started at 2010 moving forward using the newest truck to correspond with the policy year. As you can see rates have been steadily increasing since 2010 to current. The cost over the 8 years shows a 66% increase in cost.**

**We have had your account in several different carriers over the years. It is not easy to place Solid Waste & Recycling accounts. Many companies enter into the market place, and pull out just as fast. We have been insuring Carting Companies since 1955. We do it on a national level not just in NY.**

**This is only one line of Insurance, we have illustrated. I am positive the NY State Insurance Fund has increased their rates as well, on workmen's comp Insurance too.**

**If you need additional information please call.**

**Regards**



**Matthew J Comas**

KEEVILY | SPERO WHITELAW <sup>INC</sup>  
insurance services

October, 30 2018

Mr. Robert Hiep  
Robert Hiep, Inc.  
22 Snake Hill Road  
PO Box 220  
West Nyack, NY, 10994

Re: New York State Insurance Fund Workers' Compensation Rates From 2011 to 2018  
NYSIF Policy Number: 1037 412-2

Dear Robert:

NYSIF has been your workers' compensation insurance carrier since 3/26/1992. Keevily has been your workers' compensation insurance broker since 1999.

Per your request, The main workers' compensation class code on your NYSIF policy is:

9403	GARBAGE ASHES OR REFUSE COLL&DVRS-U
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The NYSIF rate for class code 9403 which was used on your renewal policy in 2011 was \$12.74 per hundred dollars of payroll.

The NYSIF rate for class code 9403 which was used on your renewal policy this year was \$19.00 per hundred dollars of payroll.

Please advise if more information is required.

Sincerely,



Brian J. Hanchar, CPCU  
Senior Account Manager

COPY

STATE OF NEW YORK : COUNTY OF ROCKLAND  
TOWN OF ORANGETOWN SANITATION COMMISSION

- - - - - X

Public Hearing of the Board of  
Commissioners, Town of Orangetown  
Sanitation Commission

In the Matter of  
Petition for a Rate Change

- - - - - X

Town of Orangetown  
Town Hall  
26 West Orangeburg Road  
December 19, 2018

B E F O R E:

SKIP VEZZETTI,	CHAIRMAN
BILL BECKMAN,	MEMBER
FRED CHADWICK,	MEMBER
CHRISTOPHER HUBER,	MEMBER
KAREN JAHNES,	CLERK TO THE COMMITTEE

A P P E A R A N C E S:

RICHARD S. PAKOLA, ESQ., DEPUTY TOWN ATTORNEY

DONALD BRENNER, ESQ., ATTORNEY FOR RESIDENTIAL  
CARTERS ASSOCIATION

ROCKLAND & ORANGE REPORTING  
2 Congers Road  
New City, New York 10956  
(845) 634-4200



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Proceedings

THE CHAIRMAN: All right. We'll call the meeting to order.

THE CLERK: Okay. 5:33. The meeting is called to order.

Roll call.

Skip Vezzetti, Chairman?

THE CHAIRMAN: Here.

THE CLERK: Bill Beckman?

MR. BECKMAN: Here.

THE CLERK: Fred Chadwick?

MR. CHADWICK: Here.

THE CLERK: Chris Huber?

MR. HUBER: Here.

THE CLERK: John McCullough? Absent.

Rick Pakola?

MR. PAKOLA: Here.

THE CHAIRMAN: Rick, would you --

MR. PAKOLA: Absolutely.

I suggest that we introduce two exhibits, to be begin with. We'll call them Commission's Exhibit Number 1, which is the Petition, Mr. Brenner, and I believe that the Commission has to vote on every exhibit.

THE CHAIRMAN: All right. A motion to

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Proceedings

accept the exhibit.

MR. BECKMAN: Exhibit Number 1?

MR. PAKOLA: Yes.

MR. BECKMAN: I'll move Exhibit  
Number 1. Which is which one?

MR. PAKOLA: That is the actual  
Petition that Mr. Brenner just filed.

THE CLERK: From Mr. Brenner presented,  
yes.

MR. BECKMAN: That's the two-page  
letter?

THE CHAIRMAN: Yes.

THE CLERK: Yes.

MR. PAKOLA: Correct.

MR. BRENNER: Which I have a  
modification. Do you want the modification?

MR. PAKOLA: When you --

MR. BRENNER: Okay.

MR. PAKOLA: -- testify, you can do  
that, Mr. Brenner.

MR. BRENNER: All right.

MR. PAKOLA: And then, as Commission  
Exhibit 2, I believe that Ms. Jahnes has a  
copy of the Affidavit of Publication.

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Proceedings

THE CLERK: Yes, I do.

MR. PAKOLA: We'll introduce that as  
Commission Exhibit Number 2.

MR. CHADWICK: I'll second.

THE CHAIRMAN: Motion, second.

MR. CHADWICK: Second.

THE CHAIRMAN: All in favor?

(Response of aye given.)

THE CHAIRMAN: All right. Mr. Brenner,  
would you like to make your presentation?

MR. BRENNER: Surely. Okay.

MR. PAKOLA: And, Mr. Brenner, according  
to the Town Code, you have to be under oath.  
Would you mind raising your right hand?

MR. BRENNER: No problem. No problem.

MR. PAKOLA: Raise your right hand. Do  
you swear that the evidence you're about to  
give, today, will be the truth, the whole  
truth and nothing but the truth, so help you  
God?

MR. BRENNER: I do.

Want to sit, Ken?

MR. KEN HIEP: Sure.

THE CHAIRMAN: Maybe, we should

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Proceedings

identify --

MR. BRENNER: Yes, sir.

THE CHAIRMAN: -- Mr. Hiep.

MR. KEN HIEP: Ken Hiep.

MR. PAKOLA: Are you going to testify,  
as well?

MR. KEN HIEP: I don't believe so.

MR. PAKOLA: Okay.

MR. BRENNER: When I said there was a  
modification, we had thought that this  
Petition was gonna be, earlier. I just made  
a slight modification. The first part is,  
exactly, the same, but the only thing what  
we're here for is just a change in the rate,  
which is \$27.00 a month, right now, to  
\$30.00 a month and I'm, also, requesting,  
due to the time situation, I would request  
that the Town Board to schedule a special  
meeting to approve the recommendation, this  
year. It would be appreciated, that being  
that those go out, the 1st of the year, and  
will, financially, harm my client if we had  
to wait three months cause it's based on a  
three-month budget. I did speak with the

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Proceedings

Supervisor and the Supervisor seemed to refer or he, actually, said that if the Board asked for it, he will try and accommodate them.

MR. PAKOLA: So, Mr. Brenner, do you want to submit into evidence the amended Petition?

MR. BRENNER: Yes, I do.

THE CHAIRMAN: All right.

MR. PAKOLA: The Board can vote on that.

THE CHAIRMAN: All those -- Well, a motion to accept?

MR. BECKMAN: Motion to accept the modified Petition and it's calling for only one year, '19, going from 27, the current number, up to \$30.00; is that correct?

MR. BRENNER: That is correct.

MR. BECKMAN: Okay.

MR. PAKOLA: And we'll call that Petitioner's Exhibit Number 1.

MR. BRENNER: Then, if you notice, I, also, include a memorandum in the Petition, that being backup material from Mid-Hudson

1 Proceedings

2 Mack Truck. That pretty much establishes  
3 the fact that the cost of equipment and the  
4 cost of labor has increased, tremendously,  
5 way over and above what we put in the  
6 Petition. We just wanted to give you the  
7 backup material since my client uses Mack  
8 Truck in terms of the trucks that he has.

9 The second piece of evidence that you  
10 have there is a backup material from an  
11 insurance provider, George M. Comas, with  
12 Hiep, too, again. It shows that there's  
13 been, over the eight-year period, a  
14 66 percent increase in the cost of  
15 insurance.

16 And the third thing I have for you is  
17 the Workmen's Comp situation where he, too,  
18 has shown Workmen's Comp has gone up from  
19 \$12.74 in 2011 to \$19.00 now.

20 So, pretty much, between labor, between  
21 cost of equipment, cost of repairing  
22 equipment, I think that's what we think is a  
23 very fair increase from the year 2011.

24 MR. BECKMAN: I would just like to add,  
25 I see a 71 percent Health increase, as well.

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Proceedings

So, you supply Health as part of the package to all your workers?

MR. KEN HIEP: We used to only give it to --

THE CHAIRMAN: Wait a second. You haven't been sworn in.

MR. KEN HIEP: Oh, I'm sorry.

THE CHAIRMAN: If you're going to give testimony.

MR. KEN HIEP: All right.

MR. PAKOLA: Why don't you raise your right hand? Do you swear that the evidence you're about to give to be the truth, the whole truth and nothing but the truth, so help you God?

MR. KEN HIEP: I do.

MR. PAKOLA: And just state your name for the record.

MR. KEN HIEP: Ken Hiep.

We now have to give insurance for all the helpers, also. So not only did it go up, now we have to give it to everybody.

MR. BECKMAN: Everybody gets it now?

MR. KEN HIEP: Yes. Yes.

1 Proceedings

2 MR. BECKMAN: And that's prior, under  
3 the last agreement we had with you, you  
4 never had to give the health --

5 MR. KEN HIEP: Right.

6 MR. BECKMAN: -- insurance to  
7 everybody?

8 MR. KEN HIEP: Yeah. Not that -- We  
9 did it to drivers at our own will, but now  
10 we have to. You have to give insurance to  
11 everybody.

12 MR. BECKMAN: I understood, the first  
13 time.

14 MR. KEN HIEP: We're, basically,  
15 getting hit by every angle. You guys know.  
16 We have enough time. How many times have I  
17 been here for an increase? We need it,  
18 desperately.

19 MR. BECKMAN: Next question that I have  
20 is: What's "Part"? It says 21 to 42.  
21 What's "Part" mean?

22 THE CHAIRMAN: Parts? Is it Parts?

23 MR. KEN HIEP: It's parts for trucks.

24 MR. BECKMAN: Parts for a car, okay.

25 MR. KEN HIEP: For the trucks.



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Proceedings

MR. BECKMAN: Part-time labor --

MR. BRENNER: No, no. Trucks.

MR. BECKMAN: Okay.

MR. KEN HIEP: Parts on the trucks.

MR. BECKMAN: Okay.

MR. KEN HIEP: There should be an "s"  
on it.

THE CHAIRMAN: Anything else,  
Mr. Brenner?

MR. BRENNER: We're open to questions.

THE CHAIRMAN: All right. Any Members  
of the Board would want more time to review  
this?

MR. CHADWICK: I'm just looking through  
it, right now. I'm looking through it.

MR. HUBER: I do not have any  
questions.

MR. PAKOLA: And, Mr. Brenner, do you  
have a copy for me?

MR. BRENNER: I didn't give you one?

MR. PAKOLA: I didn't get one.

MR. BRENNER: Oh, that's not nice of  
me.

Good.

1 Proceedings

2 MR. PAKOLA: Thank you.

3 MR. BECKMAN: Just go over that.

4 MR. HUBER: I think I do have a  
5 question.

6 THE CHAIRMAN: All right.

7 MR. HUBER: In this one letter, here,  
8 it says it went up 20, 25 percent. Did you  
9 have it listed less on the first sheet? Are  
10 you gonna keep the prices the same as what  
11 it was in the increase?

12 MR. BRENNER: Um, okay. We're talking  
13 about the language. We're talking about  
14 which one?

15 MR. HUBER: Well, there was one in here  
16 that it's changed. The one that you said in  
17 the beginning changed the numbers from 20 to  
18 25 percent.

19 MR. BECKMAN: The cost of the  
20 sanitation equipment.

21 MR. HUBER: Equipment, is that what  
22 you --

23 MR. BRENNER: No. No. The change that  
24 I made on the Petition was done for a  
25 five-year period. We're now just asking

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Proceedings

over the course of one year. That's, primarily, the change that was made.

MR. HUBER: Okay.

THE CHAIRMAN: This - this letter from Mid-Hudson, that's, simply, comparative? So, you're comparing it to the --

MR. KEN HIEP: From --

MR. BRENNER: The time period.

MR. KEN HIEP: -- from 2011 --

THE CHAIRMAN: Yeah.

MR. KEN HIEP: -- to now.

MR. BECKMAN: So, the Equipment is at 25 percent?

MR. KEN HIEP: Yes. It's gone up, 25 percent.

MR. BRENNER: Okay. So, I think what everybody's asking is: Sanitation Equipment increased 20, 25 percent?

MR. KEN HIEP: That's true.

MR. BRENNER: That's 25 percent; right?

MR. CHADWICK: In seven years.

MR. KEN HIEP: This is what I'm talking about.

THE CHAIRMAN: Yeah.

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MR. CHADWICK: So, it's only like 3 percent every year, give or take, and you got a raise in 2012.

MR. BRENNER: Two thousand --

MR. KEN HIEP: Lesser.

MR. BRENNER: 2011.

MR. KEN HIEP: Not that.

THE CLERK: '11 was the last raise.

MR. KEN HIEP: Yes.

MR. BECKMAN: Correct?

MR. KEN HIEP: I think the last time --

MR. BECKMAN: '11 or '12?

MR. KEN HIEP: -- we, all, got a substantial raise was about 2004 for 30. It was a long time ago. My records don't go back that far.

MR. BECKMAN: Karen, is this something you provided us?

THE CLERK: I put them, together, yeah.

MR. BECKMAN: Okay. This is a pay-no schedule?

THE CLERK: That gets used for comparison with the other towns.

MR. BECKMAN: Right.

1 Proceedings

2 THE CLERK: Okay.

3 MR. BECKMAN: So, Clarkstown, their  
4 current rate?

5 THE CLERK: Is 25.08, which is they put  
6 it's paid in taxes.

7 MR. BECKMAN: Right.

8 THE CLERK: I wasn't comparing apples  
9 to apples cause every town is doing it, a  
10 little bit different.

11 THE CHAIRMAN: Right. So.

12 MR. BECKMAN: 25.08 is paid through  
13 their taxes?

14 THE CLERK: That's paid through the  
15 taxes.

16 MR. BECKMAN: And it includes Bulk.  
17 And that's their current rate and --

18 MR. PAKOLA: No. No.

19 MR. BECKMAN: -- that's pickup?

20 THE CLERK: It doesn't include Bulk?  
21 Cause the information I got from --

22 MR. KEN HIEP: 25, rate, plus \$4.00.

23 MR. CHADWICK: Plus \$4.00.

24 MR. PAKOLA: But let me suggest that,  
25 maybe, the way to go about this is to hand

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Proceedings

this to the witness and he can talk about whether he agrees or if he has knowledge of that.

MR. BECKMAN: Yes, that would be good.

MR. KEN HIEP: In Clarkstown, this is just the garbage. Bulk is separate.

THE CLERK: That's a separate? 40?

MR. KEN HIEP: It's \$4.00.

A VOICE: \$4.00 a month?

THE CLERK: I got -- I was getting -- I got from them: Garbage is 168 for the first can, 88 for an additional can and Bulk is \$45.00, additionally. So, I put that all, together, divided it by 12 cause it's monthly, yes.

MR. PAKOLA: And, just so we're making the record, what we're referring to is in proposed Commission Exhibit Number 3. Can we vote on whether we can admit this?

THE CHAIRMAN: Can we admit?

MR. BECKMAN: I'll admit it. I'll vote for it.

MR. CHADWICK: I'll second it.

THE CLERK: This, yeah, this is the

1 Proceedings

2 problem with this is --

3 THE CHAIRMAN: All in favor?

4 THE CLERK: -- nothing is equal, like  
5 everything, with what we do.

6 THE CHAIRMAN: Right.

7 MR. PAKOLA: Could we have -- is there  
8 a vote?

9 THE CHAIRMAN: Yes. All in favor.

10 MR. PAKOLA: Commission Exhibit 3, if  
11 we could have the witness just go through,  
12 line-by-line.

13 MR. BECKMAN: Well, Karen - Karen,  
14 let's just repeat that, Line Number 1, how  
15 you got that 25.08?

16 THE CLERK: That number came from the  
17 garbage pickup. This is from the Commission  
18 of Clarkstown --

19 MR. BECKMAN: Right.

20 THE CLERK: -- 168 for the first can,  
21 88 for an additional can. Seniors,  
22 Low-Income, 78, first can; 41 for each  
23 additional. Then she put in Recycling,  
24 which this is not inclusive of that.

25 So, Bulk is 45. That's in addition to

1 Proceedings

2 it. So, when you add that up, it comes to  
3 \$301.00. So, you divide that by 12, comes  
4 up with 25.08, but then she's got a Leaf  
5 Pickup in there. So, it's not -- there's  
6 not comparison on it.

7 MR. BECKMAN: Okay. That's not apples  
8 and oranges.

9 THE CLERK: Exactly.

10 THE CHAIRMAN: Yes.

11 THE CLERK: So, this is the best -- the  
12 guesstimate, I could come up with based on  
13 the information I got.

14 MR. BECKMAN: Why don't you just  
15 continue, Stony Point? I see that's 33.50.

16 THE CLERK: Stony Point was rather easy  
17 because that one --

18 MR. KEN HIEP: It's similar to you.

19 THE CLERK: Yes, it's similar to us.  
20 So.

21 MR. KEN HIEP: Except it's curbside.

22 THE CLERK: It's curbside. 100 pounds  
23 of garbage, twice a week, including Bulk.

24 MR. BRENNER: They service --

25 THE CLERK: Right.



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Proceedings

MR. BRENNER: -- to the house.

MR. KEN HIEP: Haverstraw --

THE CLERK: And it's --

MR. KEN HIEP: -- I don't know how  
Haverstraw came up --

THE CLERK: Haverstraw --

MR. BECKMAN: Haverstraw, there's a lot  
of stores on that. The Village of  
Haverstraw is on a contract.

MR. PAKOLA: Everyone, I just spoke to  
the court reporter and, with everyone  
speaking at the same time, it's very  
difficult. Yeah. So, one person at a time  
so she can make sure everything gets taken  
down.

MR. BECKMAN: So, let's go to Stony  
Point and ask.

THE CHAIRMAN: All right. Now, Stony  
Point, that's, essentially, getting the same  
service except that it's curbside pickup?

MR. KEN HIEP: Correct.

THE CHAIRMAN: And, Haverstraw, can you  
explain? You know, are you familiar with --

MR. KEN HIEP: I don't --

1 Proceedings

2 THE CHAIRMAN: -- their service?

3 MR. KEN HIEP: I do The Village of  
4 Haverstraw. They pay a lot of money. It's  
5 very very heavy garbage. There's a lot of  
6 people in each dwelling.

7 THE CHAIRMAN: Right.

8 MR. KEN HIEP: They pay a lot of money,  
9 but, otherwise, on the number, it's very  
10 confusing. It's two-family, three-family.  
11 It's all over the place. It's like one  
12 number, we just sort of divide up on,  
13 Mr. Chairman. It's very hard to compare  
14 apples.

15 THE CHAIRMAN: How about this: Do you  
16 know if there's a difference between the  
17 villages and the town?

18 MR. KEN HIEP: Yes. Yes. Village is -  
19 is Downtown Haverstraw.

20 To be honest with you, guys, Stony  
21 Point is your closest town like yourself.  
22 It is, privately, paid. It's not paid in  
23 your taxes. You know, it's the most  
24 similar.

25 MR. BECKMAN: And it includes Bulk

1 Proceedings

2 Pickup?

3 THE CLERK: I'm sorry. It doesn't  
4 include Bulk Pickup.

5 MR. KEN HIEP: No?

6 THE CLERK: Bulk Pickup's the Highway  
7 Department. That's just for appliances.

8 MR. BECKMAN: That's only --

9 MR. KEN HIEP: Where are you talking  
10 about?

11 THE CLERK: This is Stony Point.

12 MR. BECKMAN: Stony Point.

13 THE CLERK: They pick up appliances,  
14 the Highway Department, but you -- but the  
15 Garbage will pick up Bulk. So, that is  
16 included.

17 MR. KEN HIEP: Yeah, I'm not sure.

18 MR. BECKMAN: And then tell me where  
19 you got the \$27.00 Ramapo number from.

20 THE CLERK: Well, the Ramapo number is  
21 based on -- they're just stating they're  
22 doing it, 26 for the first year, that's  
23 2016. 2017 was 26. 2018 was for Year -  
24 Year 3, and it's in the taxes. Um, they  
25 only pick up one to two and three-family

1 Proceedings

2 houses. Wasn't clear if Bulk was included.

3 It was hard to get the information to be,  
4 exactly, like our information.

5 THE CHAIRMAN: All right.

6 THE CLERK: Because there's a lot of  
7 villages in Ramapo, as well.

8 THE CHAIRMAN: Oh, yeah. You're  
9 familiar with Ramapo at all?

10 MR. KEN HIEP: No.

11 THE CHAIRMAN: Okay. I don't know  
12 whether they pick up Bulk there or not.

13 MR. BECKMAN: Well, in the Village of  
14 Spring Valley, I know that that's done  
15 through the Solid Waste Authority.

16 MR. KEN HIEP: Yeah.

17 THE CHAIRMAN: Right.

18 MR. BECKMAN: Okay.

19 MR. KEN HIEP: So does Hav -- so does  
20 the Village of Haverstraw.

21 MR. BECKMAN: Village of Haverstraw is  
22 done through the Solid Waste Authority and I  
23 know a couple of the other villages are done  
24 through the Solid Waste Authority.

25 MR. KEN HIEP: Yeah.

1 Proceedings

2 MR. BECKMAN: So, I don't know what's  
3 really comparable other than Stony Point.

4 THE CHAIRMAN: Stony Point.

5 MR. BECKMAN: The most comparable.

6 THE CLERK: Yeah. That was, basically,  
7 was the easiest one.

8 THE CHAIRMAN: Okay.

9 THE CLERK: That was one of the apples-  
10 to-apples comparisons - Stony Point.

11 THE CHAIRMAN: Okay. Well, it gives us  
12 a rough idea for a comparison, at any rate.

13 Anybody like to say anything or ask any  
14 other questions?

15 MR. BECKMAN: I don't have any other  
16 questions.

17 THE CHAIRMAN: Right?

18 MR. BECKMAN: If there are no other  
19 questions, I think we should just move to go  
20 into executive session.

21 MR. CHADWICK: Yeah.

22 MR. PAKOLA: Well, actually, there's  
23 some other thing. Oh, I do have a question,  
24 if I can ask.

25 THE CHAIRMAN: Oh, certainly.

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MR. PAKOLA: Mr. Brenner, I noted that these attachments to your Petition, they relate to one company. To your knowledge or either witness, what's -- the numbers that you quoted, are those consistent throughout the industry with the other carters?

MR. KEN HIEP: I would suppose so. I would suppose so. I mean everybody's doing it, the same way.

MR. PAKOLA: Because, again, this Commission is going to recommend it for everyone.

MR. KEN HIEP: Yeah, just I'm sure everyone would agree.

MR. PAKOLA: Okay. And, Mr. Brenner, do you represent other companies or just --

MR. BRENNER: I just represent the other companies, too. I do.

MR. PAKOLA: You do?

MR. BRENNER: Yes, I do.

MR. PAKOLA: So, to your knowledge, these numbers are reflective?

MR. BRENNER: They do.

MR. PAKOLA: Okay. So, that is

1 Proceedings

2 accurate?

3 MR. BRENNER: That is correct.

4 MR. PAKOLA: And, before we go into  
5 executive session, I think we have to ask if  
6 there's anyone in the public who would like  
7 to speak.

8 MR. BECKMAN: Absolutely.

9 THE CHAIRMAN: Is there anyone in the  
10 audience, in the public, who would like to  
11 make any statements or ask any questions?

12 A VOICE: Nope.

13 ANOTHER VOICE: No.

14 THE CHAIRMAN: Well, that's what I  
15 thought.

16 MR. PAKOLA: You can take four or --

17 THE CHAIRMAN: There might be - there  
18 might be someone from the public, here. So,  
19 we have to ask. Usually, there's someone.  
20 Where's Gail Raffaele when we needed her?

21 MR. BRENNER: I told her it was  
22 tomorrow night.

23 MR. PAKOLA: And that was a joke; right?

24 MR. BRENNER: Yes.

25 THE CLERK: Yeah. It's being recorded.

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THE CHAIRMAN: All right. There being no other questions from anyone in the audience --

MR. BECKMAN: Close the public hearing.

THE CHAIRMAN: Yeah, we'll -- No. We --

MR. BECKMAN: To close the public hearing and go into executive session.

THE CHAIRMAN: Okay. Motion. All in favor?

(Response of aye given.)

MR. PAKOLA: I guess, I would only say do we need to go into executive session?

MR. BECKMAN: Yes.

MR. PAKOLA: Okay.

(The Board meets in executive session.)

MR. PAKOLA: And we'll go back on the record and I will note for the record that that meeting was more in the form of an attorney-client confidential meeting than it was an executive session.

Mr. Brenner, if you want to come back up.

MR. BRENNER: Absolutely.

MR. PAKOLA: And I believe that there



1 Proceedings

2 was, at least, one or two things.

3 THE CHAIRMAN: One clarification.

4 MR. PAKOLA: Yeah.

5 THE CHAIRMAN: Okay. That, under the  
6 old, our old agreement, there's some concern  
7 over the senior-citizen discount.

8 MR. KEN HIEP: 10 percent.

9 MR. CHADWICK: 10 percent?

10 MR. KEN HIEP: Yes, 10 percent.

11 THE CHAIRMAN: And that that's  
12 maintained; right?

13 MR. KEN HIEP: Correct.

14 THE CHAIRMAN: All right. That  
15 clarifies that. Okay.

16 THE CLERK: And did you want that  
17 included up in --

18 MR. BECKMAN: Yeah. Can there be a  
19 notice somehow put on their bills if you're  
20 a senior citizen, you may apply?

21 MR. KEN HIEP: Well, they, prob -- we  
22 can do that, but they, probably, have it  
23 already --

24 MR. BECKMAN: Yeah.

25 MR. KEN HIEP: -- existing.

1 Proceedings

2 MR. BECKMAN: I'm sure they do. Then  
3 you're familiar with the procedure? They  
4 come to the Supervisor's Office. They bring  
5 their license to the Supervisor.

6 MR. CHADWICK: That, correct, Medicaid.

7 MR. KEN HIEP: Cathy, what do you --

8 A FEMALE VOICE: Kay sent in a copy of  
9 their Town Senior Citizen Card or a copy of  
10 a license or anything --

11 MR. BECKMAN: Right. In other words --

12 SAME FEMALE VOICE: -- that would be  
13 done and I'd change it.

14 THE CHAIRMAN: Did you get - did you  
15 get your senior-citizen discount there, Don?

16 MR. BRENNER: Yup.

17 THE CHAIRMAN: Okay.

18 MR. BRENNER: But, you know, I didn't  
19 get a STAR, this year. My daughter did.  
20 She says, "Look, STAR."

21 THE CHAIRMAN: All right.

22 MR. PAKOLA: Okay.

23 MR. BRENNER: All right.

24 THE CHAIRMAN: Should we --

25 MR. PAKOLA: I guess --

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THE CHAIRMAN: -- make a motion?

MR. PAKOLA: -- I don't think that anyone new is here. So, there's no one in the public that would wish to speak again. Close down the public portion and then do you want to do findings?

THE CHAIRMAN: Yes. And would, let's see, Bill, you want to make your recommendation, here?

MR. BECKMAN: Yeah. Okay.

THE CHAIRMAN: We'll make our findings.

MR. BECKMAN: Based on the presentation, that in our questions back and forth with Counsel and the carters, we found that the costs have gone up in the industry since the last increase that they requested, which was in 2011, I believe. Now, it's 2019. So, that's close to eight years. There have been substantial increases in expenses as presented by Counsel and there's definite need for an increase based on the information provided.

In addition to that, the Counsel and the industries agreed to continue the

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senior-citizens' exemption at 10 percent under the current program and, based on all the foregoing and everything else in the transcript, I would recommend that the change for 2019 go to -- unless you want to separate it out?

MR. PAKOLA: I would separate it out to findings of fact.

MR. BECKMAN: So, those are findings of fact - the substantial increases, presentation made to support the changes. Everybody knows Healthcare costs have gone up. Equipment costs have gone up. Labor and everything pointed out; Workmen's Comp, especially, and it's a well-presented Petition.

MR. PAKOLA: And do you find the suggested hike reasonable?

MR. BECKMAN: Yes, I find it suggested.

MR. PAKOLA: And if everyone can vote on those findings, today?

MR. BECKMAN: Right.

THE CHAIRMAN: All those in favor of approving or - or - we -- we'll recommend,

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make a recommendation --

MR. BECKMAN: No, no. The findings.

MR. KEN HIEP: The findings of fact.

THE CHAIRMAN: Factor that the new charge of \$30.00 a month beginning January of 2019 is a fair and accurate.

MR. PAKOLA: Okay. And then --

MR. BECKMAN: Now, do you want it, separate?

MR. PAKOLA: Yes, and then I'll make a comment.

MR. BECKMAN: Okay. So, the findings. Do the findings, first.

THE CHAIRMAN: Go ahead.

MR. BECKMAN: I made them. I said it and I make a motion --

MR. CHADWICK: I second.

MR. BECKMAN: -- supporting the findings.

MR. CHADWICK: I second it.

MR. BECKMAN: Second it. Okay.

THE CHAIRMAN: All in favor?

(Response of aye given.)

THE CHAIRMAN: Okay.

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MR. PAKOLA: And now the second one should be recommending to the Town Board to either --

MR. BECKMAN: All right.

MR. PAKOLA: -- approve or not to.

MR. BECKMAN: Okay. Who wants to make it? Okay.

MR. HUBER: I'm sorry?

MR. BECKMAN: You want to make the resolution recommending it or no?

MR. HUBER: Sure.

THE CHAIRMAN: Make the recommendation to the Town Board.

MR. HUBER: We find that we make a reserva, um --

MR. BRENNER: Recommendation.

MR. HUBER: -- recommendation to the Town Board to change the rate from \$27.00 a month to \$30.00 a month starting in 2019.

MR. PAKOLA: Is there a second?

THE CHAIRMAN: Second?

MR. CHADWICK: I'll second. Of course.

THE CHAIRMAN: All in favor?

(Response of aye given.)

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MR. BRENNER: Well, they're making that that this is now to the Town Board.

THE CHAIRMAN: Yes. We make the recommendation. It goes to the Town Board. They have the final say.

MR. PAKOLA: I'll put it on the resolution.

MR. BRENNER: And please make a request that they have a special meeting.

MR. PAKOLA: Let me just ask. Does the Sanitation Commission, and they don't have to if they don't want to, did you want to vote on -- .

THE CHAIRMAN: At the request of the Petitioners, we would --

MR. CHADWICK: Request a speedy --

THE CHAIRMAN: -- request -- further request --

MR. CHADWICK: -- speedy.

THE CHAIRMAN: -- to recommend that a --

MR. BECKMAN: Expedited.

MR. CHADWICK: An immediate.

THE CHAIRMAN: -- expeditious meeting --

MR. BECKMAN: Expedited.

1 Proceedings

2 THE CHAIRMAN: -- or a special meeting  
3 be held in order to approve the recommended  
4 increase --

5 MR. BRENNER: Yes, sir.

6 THE CHAIRMAN: -- in the sanitation  
7 rate --

8 MR. KEN HIEP: Thank you.

9 THE CHAIRMAN: -- so that it can be  
10 implemented for January of 2019.

11 MR. CHADWICK: That's when your billing  
12 cycle starts; right?

13 MR. PAKOLA: Is there a second? And  
14 then have the vote.

15 MR. HUBER: Second.

16 MR. PAKOLA: And then could we have the  
17 vote?

18 THE CHAIRMAN: All in favor?

19 (Response of aye given.)

20 THE CHAIRMAN: Unanimous.

21 MR. KEN HIEP: Thank you very much,  
22 everyone.

23 THE CHAIRMAN: All right.

24 MR. BECKMAN: Do we have any other  
25 business, Karen?



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THE CLERK: No other business.

MR. BECKMAN: Any licenses? Nothing?

THE CLERK: No.

THE CHAIRMAN: Motion to adjourn the meeting.

MR. CHADWICK: I second that.

THE CHAIRMAN: Fred. Fred makes it. Second. All in favor?

THE CLERK: The time?

(Response of aye given.)

THE CHAIRMAN: The time I have is --

THE CLERK: 6:05.

THE CHAIRMAN: -- 6:06. Okay.

(Time Noted: 6:06 p.m.)

\* \* \*

E X H I B I T S

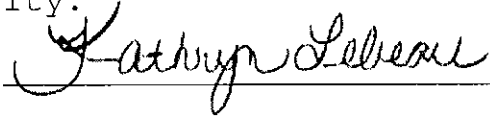
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THE FOREGOING IS CERTIFIED to be a true and correct transcription of the original stenographic minutes to the best of my ability.



Kathryn Lebeau



LAWYER NOTES/ERRATA SHEET

Page	Line	Change	Reason

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**Print Name:**

**Sworn or affirmed to before me this**  
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 Notary Public



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## AMENDMENT No. 2 TO STANDARD LEASE AGREEMENT

This Amendment No. 2 to Standard Lease Agreement ("Second Amendment") is made by and between **The Town of Orangetown**, a municipal corporation, ("Lessor") and **T-MOBILE NORTHEAST LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., ("Lessee").

**WHEREAS**, Lessor and Lessee entered into that certain **Standard Lease Agreement** dated **November 18, 1998**, as amended by **Amendment No.1 To Standard Lease Agreement** (the "Agreement"), whereby Lessor leased to Lessee certain space on the ground and on the lattice tower on the property located at **127 Route 303, Orangeburg, New York 10962** (the "Property");

**WHEREAS**, Lessee desire modify its Installation to include a diesel generator and associated equipment within the Premises;

**WHEREAS**, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor or Lessee occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Second Amendment are in full force and effect, with no defenses or offsets thereto; and

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. **Equipment Modification**. The Installation is modified as shown in the attached Exhibit B-1, which is incorporated herein by this reference. All references to Exhibit A-1 are hereby augmented by Exhibit B-1. In the event the Agreement requires Lessor approval of Lessee's modifications to the Installation, Lessor hereby approves such modifications shown in the attached Exhibit B-1. Notwithstanding Exhibit B-1, Lessee shall retain equipment entitlements as set forth in Exhibit A-1.
2. **Hazardous Substance**. Lessee and Lessor shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. As used in this section, "Hazardous Substance" shall mean any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Section 2 shall survive the termination or expiration of the Agreement.

3. **Notices.** The notice address for Tenant shall be updated as follows:

**TENANT:**

T-Mobile Northeast LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attn: Property Management  
Site No.: RK05068B

4. **Consent and Authority.** Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Second Amendment. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Second Amendment.
5. **Successor and Assigns.** This Second Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
6. **Full Force and Effect.** Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Second Amendment conflicts with the terms of the Agreement, the terms and provisions of this Second Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Second Amendment.
7. **Execution of Duplicate Counterparts is Deemed an Original.** This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed facsimile and electronic copies of this Second Amendment shall legally bind the Lessor and Lessee to the same extent as original documents.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year last written below.

**LESSOR**  
**The Town of Orangetown**

**LESSEE**  
**T-Mobile Northeast LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B-1**

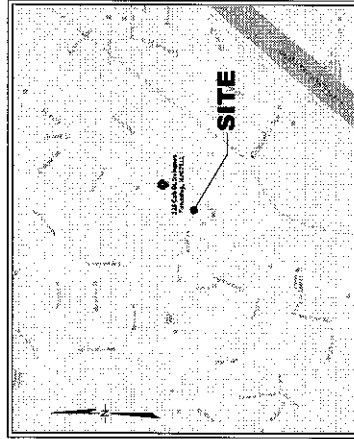
SEE ATTACHED.

# T-Mobile

**T-MOBILE NORTHEAST, LLC**

**SITE #: RK05068B  
GENERATOR UPGRADE  
119 ROUTE 303  
TAPPAN, NY 10983  
ROCKLAND COUNTY**

**APPROVED**  
By Joseph Mendez at 7:25 pm, Sep 13, 2018



**KEY MAP**  
SCALE: 1" = 1000'

APPROVALS	
CONSTRUCTION MANAGER	DATE
SITE ACQUISITION	DATE
OPERATIONS MANAGER	DATE
OWNER/OWNER REPRESENTATIVE	DATE



**Know what's below.  
Call before you dig.**

**CONSTRUCTION DRAWINGS**  
ALL SCALES RELATIVE TO 30"X30" PAGE SIZE

**COM-EX**  
ENGINEERING OF NY  
300 EAST 10TH ST  
ROCKLAND COUNTY  
CORPSE OF JOURNALISM, P.O. #225  
ROCKLAND COUNTY, NY 10983

**T-Mobile**  
T-MOBILE NORTHEAST LLC  
400 PARKWAY  
ROCKLAND COUNTY, NY 10983  
TEL: (845) 352-5897

**CONSTRUCTION DRAWINGS**  
Consent, including this document, is a condition of the permit and does not constitute an approval. The permit holder is responsible for obtaining all necessary permits from the appropriate authority. The permit holder is responsible for obtaining all necessary permits from the appropriate authority. The permit holder is responsible for obtaining all necessary permits from the appropriate authority.

SHEET NO.	TITLE
1	119 ROUTE 303
2	FINAL COMPOUND PLAN & NOTES
3	EXISTING & PROPOSED EQUIPMENT PLANS
4	DETAILS
5	GENERATOR DETAILS
6	ONE-LINE DIAGRAM & DETAILS
7	ELECTRICAL NOTES

**SCHEDULE OF REVISIONS**

NO.	DATE	DESCRIPTION OF CHANGE
1	09/13/18	INITIAL SUBMISSION

**DRAWN BY:** JLS  
**CHECKED BY:** AOB  
**SCALE:** AS SHOWN  
**JOB NO.:** 1014-102

**SHEET INDEX**

SHEET NO.	TITLE
T-1	TITLE SHEET
C-1	FINAL COMPOUND PLAN & NOTES
C-2	EXISTING & PROPOSED EQUIPMENT PLANS
C-3	DETAILS
C-4	GENERATOR DETAILS
E-1	ONE-LINE DIAGRAM & DETAILS
E-2	ELECTRICAL NOTES

**SITE LOCATION INFORMATION**

SITE ID NUMBER: RK05068B  
SITE ADDRESS: 119 ROUTE 303, TAPPAN, NY 10983  
JURISDICTION: TOWN OF ORANGETOWN, ROCKLAND COUNTY  
BLOCK: 74.15  
LOT: 1-20  
PROPERTY OWNER: TOWN OF ORANGETOWN, 28 WEST ORANGETOWN ROAD, ORANGETOWN, NY 10962  
APPLICANT: T-MOBILE NORTHEAST LLC, 400 PARKWAY, ROCKLAND COUNTY, NY 10983

**SITE CHARACTERISTICS**

LATITUDE: N 41.036403 (NAD 83)  
LONGITUDE: W -73.349595 (NAD 83)  
STRUCTURE TYPE: LATTICE  
LOCATION OF PROPOSED EQUIPMENT: EQUIPMENT PAD

**DIRECTION TO SITE**

HEAD NORTHWEST TOWARD SYLVAN WAY  
TURN LEFT TOWARD SYLVAN WAY  
TURN RIGHT ONTO DRIDEN WAY  
KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR U.S. 1 E AND MERGE ONTO NJ-10 E  
USE THE RIGHT LANE TO MERGE ONTO I-287 N VIA THE RAMP TO BOONTON  
MERGE ONTO I-287 N  
KEEP LEFT TO STAY ON I-287 N  
USE THE RIGHT 2 LANES TO MERGE ONTO I-287 E/I-87 S TOWARD TAPPAN ZEE BR/NEW YORK CITY  
TAKE EXIT 135 FOR PALISADES PKWY S TOWARD NEW JERSEY  
MERGE ONTO PALISADES INTERSTATE PKWY S  
TAKE EXIT 5N TO MERGE ONTO NY-303 N TOWARD ORANGETOWN  
MERGE ONTO NY-303 N  
ARRIVE 119 NY-303, ON THE RIGHT

**TITLE SHEET**

DRAWING TITLE: \_\_\_\_\_

DRAWING SHEET: 1 OF 7

**T-1**

**NICHOLAS P. BARILE**  
PROFESSIONAL ENGINEER (E.I.C. NO. 0062)

**SITE #: RK05068B**  
**GENERATOR UPGRADE**  
**119 ROUTE 303**  
**TAPPAN, NY 10983**  
**ROCKLAND COUNTY**

**GENERAL NOTES:**

- SUBJECT PROPERTY IS KNOWN AS BLOCK 74.15, LOT 1-20, IN THE TOWN OF ORANGETOWN, NY AS SHOWN ON AN OFFICIAL TOWNSHIP TAX MAP.
- THE APPLICANT PROMISES TO INSTALL A NEW 500KW POWER GENERATOR IF THE EXISTING GENERATOR IS FOUND TO BE DEFECTIVE OR INOPERATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMANENT EMPLOYEE OCCUPANCY.
- CONTRACTOR SHALL NOT COMMENCE ANY WORK UNTIL HE OBTAINS, AT HIS OWN EXPENSE, ALL INSURANCE REQUIRED BY T-MOBILE, THE PROPERTY OWNER AND/OR PROPERTY MANAGEMENT COMPANY.
- THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MUNICIPAL AND AGENCY APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS UNTIL ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND EACH OF THE DRAWINGS HAVE BEEN REVISED TO INDICATE "ISSUED FOR PERMIT".
- INFORMATION SHOWN ON THIS SET OF PLANS TAKEN FROM EXISTING T-MOBILE DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND A LIMITED SITE VISIT BY COM-EX CONSULTANTS ON 05/17/18. CONTRACTOR TO NOTIFY DESIGN ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES OR OTHER PUBLIC AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
- THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IN WRITING, OF ANY CONTACTS, DISCREPANCIES OR ERRORS IN THE BIDDING DOCUMENTS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THIS PROJECT IN ACCORDANCE WITH THE OVERALL INTENT OF THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE MARKERS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REMEASURE ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
- THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. AS TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- POWER TO THE FACILITY IS MONITORED BY AN EXISTING METER.
- ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.
- CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
- IF ANY PIPING EXISTS BENEATH THE SITE AREA, CONTRACTOR MUST LOCATE IT AND CONTACT OWNER'S REPRESENTATIVE.
- THE CONSTRUCTION CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ALL NECESSARY METHODS. THE CONSTRUCTION CONTRACTOR IS ALSO RESPONSIBLE FOR ALL JOB SITE SAFETY.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, ANGLES AND EXISTING CONDITIONS AT THE SITE PRIOR TO FABRICATION AND/OR INSTALLATION OF ANY WORK IN THE CONTRACT AREA AND SUBMIT TO THE ENGINEER ANY DISCREPANCIES FROM THE DRAWINGS.
- THE CONTRACTOR IS TO REVIEW ALL DRAWINGS AND SPECIFICATIONS IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF DRAWINGS TO ALL SUB-CONTRACTORS AND RELATED PARTIES. THE SUB-CONTRACTOR SHALL EXAMINE ALL THE DRAWINGS AND SPECIFICATIONS FOR THE INFORMATION THAT AFFECTS THEIR WORK. DETAILS ARE PROVIDED TO SHOW END RESULT OF DESIGN WORK. MODIFICATIONS MAY BE REQUIRED TO THE CONTRACT DOCUMENTS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- ALL MATERIAL PROVIDED BY T-MOBILE IS TO BE REVIEWED BY THE CONTRACTOR AND ALL APPLICABLE SUB-CONTRACTORS PRIOR TO INSTALLATION. ANY DISCREPANCIES TO PROVIDE MATERIALS SHALL BE BROUGHT TO THE CONSTRUCTION MANAGER'S ATTENTION IMMEDIATELY.
- THE MATERIALS INSTALLED SHALL MEET REQUIREMENTS OF CONTRACTORS DOCUMENTS. NO SUBSTITUTIONS ARE ALLOWED.
- THE CONTRACTOR SHALL RECEIVE CLARIFICATION AND AUTHORIZATION IN WRITING TO PROCEED WITH ANY ITEMS NOT CLEARLY DEFINED OR DESCRIBED BY THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER OF ALL PRODUCTS OR ITEMS NOTED AS "CHECKING" WHICH ARE NOT FOUND TO BE IN THE FIELD.
- ERECTOR SHALL BE WORKING IN A WORKMANKING MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL REPAIRS SHALL BE DONE TO MATCH AND BLEND WITH ADJACENT SURFACES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
- BEFORE FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT, MATERIALS, RUBBER AND TEMPORARY STRUCTURES.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE 2015 WITH LOCAL AMENDMENTS AND THE TAP/EA-252-G STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.

**COM-EX**  
ENGINEERING OF NY  
100 EAST BAY ROAD  
PO BOX 100  
TAPPAN, NY 10983  
CONTACT: (845) 291-1100  
WWW.COM-EX.COM

**T-Mobile**  
T-MOBILE NETWORK LLC  
A STARBUCKS COMPANY  
1900 ROUTE 9W  
PO BOX 100  
TAPPAN, NY 10983

Documents prepared by Com-Ex, Inc.  
Consulting, including but not limited to, site specific, non-architectural drawings, prepared by Com-Ex, Inc. for the use of the contractor. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Com-Ex, Inc. shall not be responsible for any errors or omissions in the drawings or specifications, or for any consequences arising from the use of the drawings or specifications, or for any consequences arising from the use of the drawings or specifications, or for any consequences arising from the use of the drawings or specifications.

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DESIGNED BY: LAG  
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JOB NO.: 18164-FD0

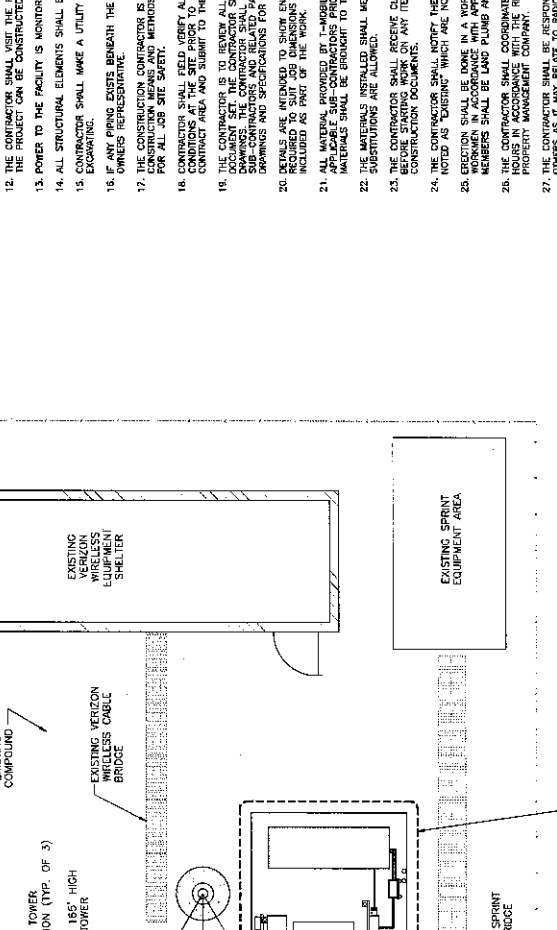
SEE ALSO THE NAME OF THE PROJECT AND THE LOCATION OF THE PROJECT ON THE TOWNSHIP TAX MAP.

**NICHOLAS D. BARILE**  
Professional Engineer (No. 16, 1871)

**SITE #: RK050688**  
**GENERATOR UPGRADE**  
**119 ROUTE 303**  
**TAPPAN, NY 10983**  
**ROCKLAND COUNTY**

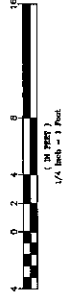
DRAWING TITLE:  
**FINAL COMPOUND PLAN & NOTES**  
DRAWING SHEET: 2 OF 7

**C-1**



EXISTING & PROPOSED EQUIPMENT PLANS (1, 2, 3)

**1 FINAL COMPOUND PLAN**  
C-1 SCALE: 1/4" = 1'-0" (24"x36" SHEET)



Documents prepared by COM-EX  
Consultants, including this document, are to be used for the specific project and site only. They are not to be used for any other project, without the express written consent of COM-EX. The user of these documents shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. COM-EX shall not be held responsible for any errors or omissions in this document, or for any consequences arising therefrom. It is intended that this document be used for the specific project and site only. It is not to be used for any other project, without the express written consent of COM-EX. Consultants, business form all other parties.

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DATE: 11/11/11  
PROJECT: T-Mobile  
DRAWING NO.: 11-11-11-01  
SCALE: AS NOTED  
JOB NO.:  
DRAWN BY: LAG  
CHECKED BY: HSC  
SCALE: AS NOTED  
JOB NO.:  
DATE: 11/11/11  
PROJECT: T-Mobile  
DRAWING NO.: 11-11-11-01  
SCALE: AS NOTED  
JOB NO.:

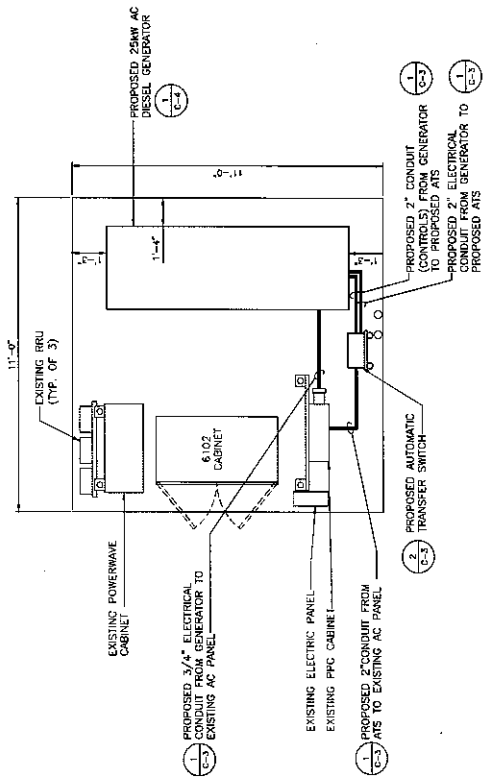
NICHOLAS D. BARILE  
REGISTERED PROFESSIONAL ENGINEER  
EXPIRES 12/31/2013

SITE #: RK05068B  
GENERATOR UPGRADE  
119 ROUTE 303  
TAPPAN, NY 10983  
ROCKLAND COUNTY

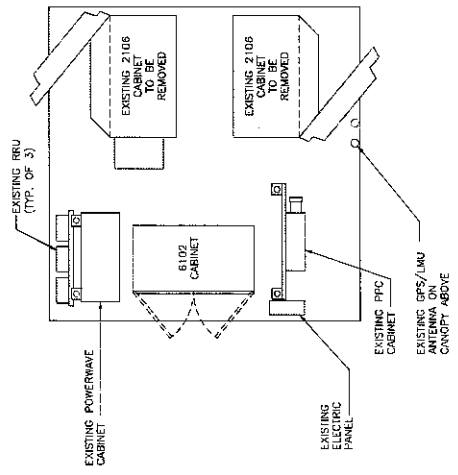
EXISTING & PROPOSED EQUIPMENT PLANS

DRAWING SHEET: 3 OF 7

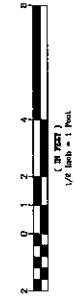
C-2



2 PROPOSED EQUIPMENT PLAN  
SCALE: 1/2"=1'-0" (24"x36" SHEET)



1 EXISTING EQUIPMENT PLAN  
SCALE: 1/2"=1'-0" (24"x36" SHEET)



**COM-EX**  
ENGINEERING OF NY  
200 WALL ST., 10TH FLOOR  
NEW YORK, NY 10038  
PHONE: (212) 512-1000  
FAX: (212) 512-1001  
CONSULTING ENGINEERS, ARCHITECTS, SURVEYORS, AND  
CONTRACTORS OF PROFESSIONAL QUALITY

**T-Mobile**  
T-MOBILE NORTHEAST LLC  
A T-MOBILE BRAND  
FARMINGTON, CT 06030  
TEL: (860) 254-2000

Electrical drawings are the property of COM-EX Engineering of NY. Consultants, including this document, are to be used only for the project and location specified, and for which they were prepared. Any reproduction or use for any other project, location, or purpose without the express written permission of COM-EX Engineering of NY is strictly prohibited. Users can take a great deal of time and effort to create drawings that are accurate and complete. COM-EX Engineering of NY does not accept any liability for errors, omissions, or damages of any kind, including those caused by the use of the drawings, materials, methods, or equipment.

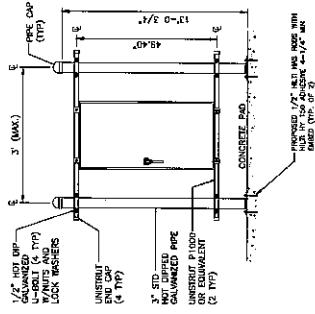
SCHEDULE OF REVISIONS	
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DESIGNED BY: JCS  
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SCALE: AS NOTED  
JOB NO: 1119-110

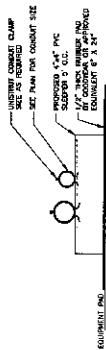
**NICHOLAS D. BARILE**  
PROFESSIONAL ENGINEER, E.C. No. 00427

**SITE #:** RK050689  
**GENERATOR UPGRADE**  
**119 ROUTE 303**  
**TAPPAN, NY 10983**  
**ROCKLAND COUNTY**

DRAWING TITLE:  
**DETAILS**  
DRAWING SHEET: 4 OF 7  
**C-3**



2 TRANSFER SWITCH MOUNTING DETAIL  
SCALE: N.T.S.



1 CONDUIT DETAIL  
SCALE: N.T.S.



**COM-EX**  
ENGINEERING OF NY  
100 EAST ROAD  
ROCKY HILL, CT 06067  
TEL: 860.339.3300  
FAX: 860.339.3301  
WWW.COM-EX.COM  
LICENSED PROFESSIONAL ENGINEER  
STATE OF CONNECTICUT  
LICENSE NO. 10000038728

**T-Mobile**  
T-MOBILE NORTHWEST LLC  
10000038728  
10000038728  
10000038728

CONSTRUCTION OF THIS PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY A REVISION. THIS DRAWING IS THE PROPERTY OF COM-EX ENGINEERING OF NY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COM-EX ENGINEERING OF NY.

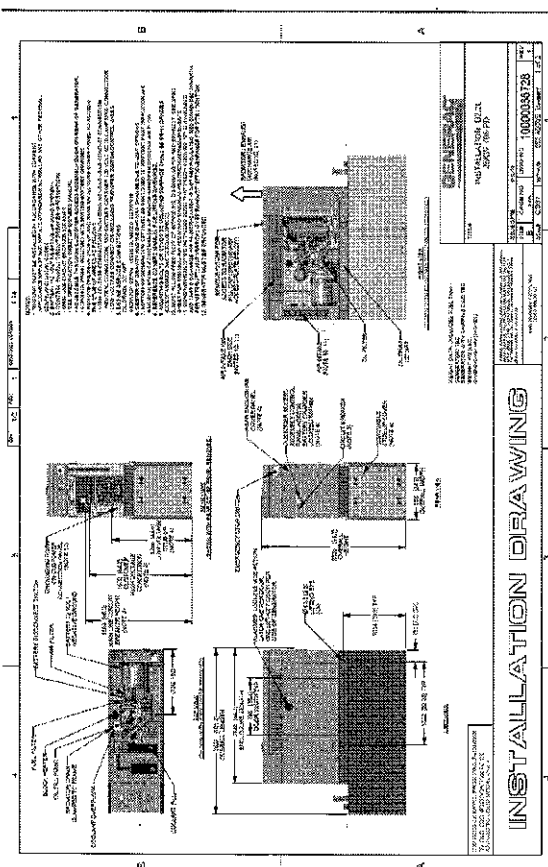
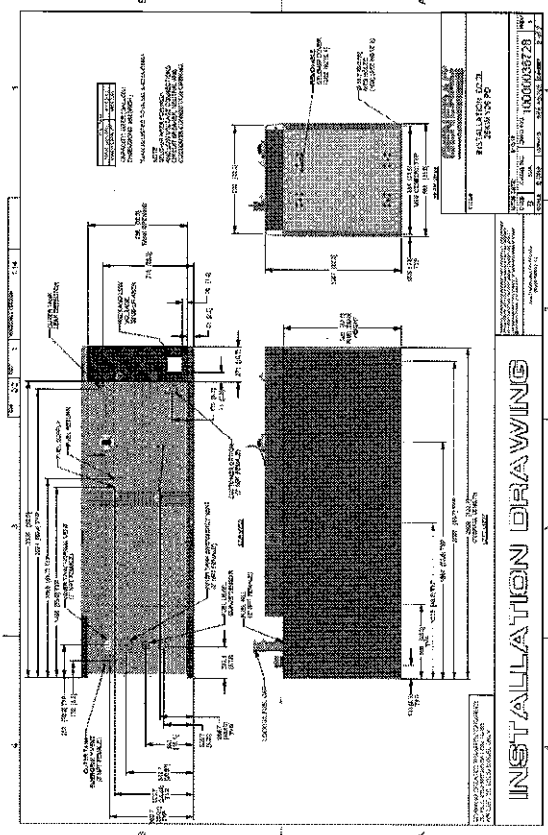
NO.	DATE	DESCRIPTION OF CHANGES
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DESIGNED BY: GMS  
CHECKED BY: KMS  
SCALE: AS NOTED  
JOB NO.: 14-14-100  
DATE: 10/06/14

**NICHOLAS D. BARILE**  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF CONNECTICUT  
LICENSE NO. 10000038728

**SITE #:** RK06088B  
**GENERATOR UPGRADE**  
**119 ROUTE 303**  
**TAPPAN, NY 10983**  
**ROCKLAND COUNTY**

**GENERATOR DETAILS**  
DRAWING TITLE  
DRAWING SHEET: 5 OF 7  
**C-4**



1 GENERATOR 25KW AC DIESEL GENERATOR DETAIL  
C-4 SCALE: N.T.S.

**COM-EX**  
ENGINEERING OF NY  
300 BAYVIEW RD  
ROCKLAND COUNTY NY 10983  
TEL: 845-338-1370  
FAX: 845-338-1371  
CORP. OFFICE OF ROCKLAND COUNTY  
191 WALL ST., 2ND FLOOR, NEW YORK, NY 10038

**Mobile**  
TUNNELBELL INVESTMENT LLC  
1000 W. 15th ST  
FAIRBANKS, AK 99701  
FAX: 907-275-3333

CONTRACTOR TO BE USED IN CONNECTION WITH THESE PLANS.  
One-Stop, Inc. is a service company that provides construction management and other services for its clients. It is not responsible for the design or construction of the project. Any reference to One-Stop, Inc. in these plans is for informational purposes only and does not constitute an endorsement or approval of the project by One-Stop, Inc. It is used as a company name for the purpose of providing a point of contact for the client. One-Stop, Inc. is not responsible for the design or construction of the project.

S	NO.	DATE	DESCRIPTION OF CHANGE

SEE JOB SPEC. MADE BY THE ARCHITECT FOR THE DATE OF THE LAST REVISION.

**NICHOLAS D. BARILE**  
REGISTERED PROFESSIONAL ELECTRICAL ENGINEER  
NO. 10021

**SITE #:** RK050688  
**GENERATOR UPGRADE**  
**119 ROUTE 303**  
**TAPPAN, NY 10983**  
**ROCKLAND COUNTY**

**ONE-LINE DIAGRAM & DETAILS**

**E-1**

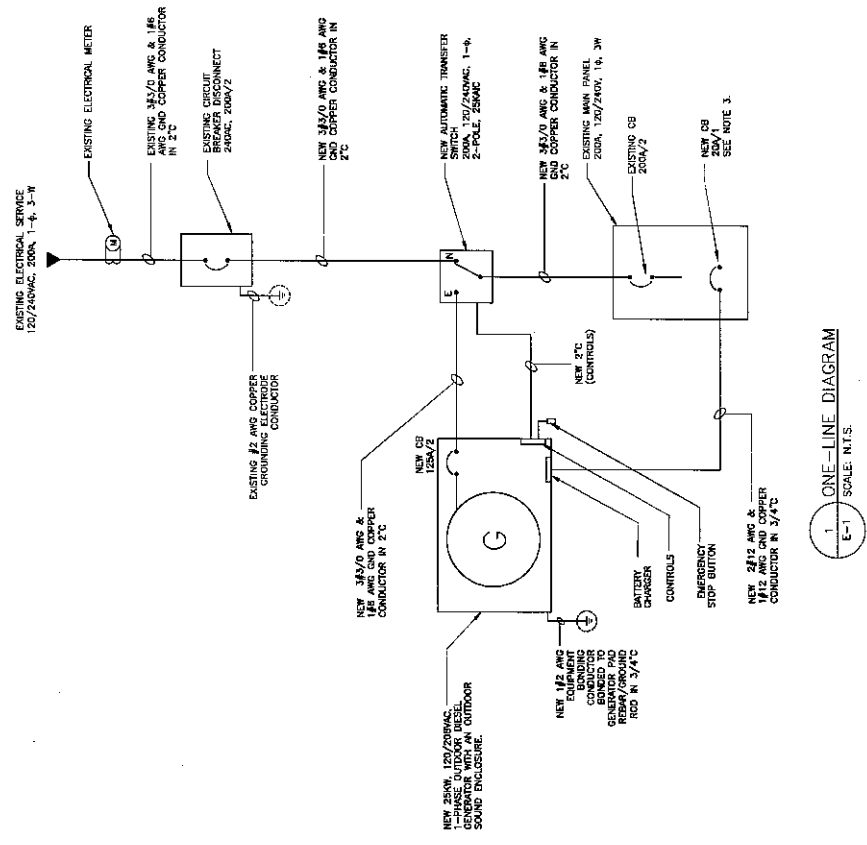
**ELECTRICAL POWER SYMBOLS**

SYMBOL	DESCRIPTION
[Symbol]	ELECTRICAL PANELBOARD/ENCLOSURE
[Symbol]	GENERATOR
[Symbol]	CIRCUIT BREAKER
[Symbol]	GROUNDING ELECTRODE

- ABBREVIATIONS**
- A AMPERE
  - AC ALTERNATING CURRENT
  - AFN ARCS FLASH CIRCUIT INTERRUPTER
  - AWG AMERICAN WIRE GAUGE
  - C CONDUIT, CORRIDOR
  - CT CURRENT TRANSFORMER
  - EX EXISTING
  - GRND GROUND
  - GFI GROUND FAULT INTERRUPTER
  - KWP KILOWATT
  - MBR MAIN BREAKER
  - N.T.S. NOT TO SCALE
  - OCPT OVERCURRENT PROTECTIVE DEVICE
  - P PHASE
  - PH, 4 PANELBOARD
  - RLL RAYON LUMINOUS
  - SW SWITCH
  - TYP TYPICAL
  - UNLN UNLESS OTHERWISE NOTED
  - W WALL WIRE
  - WP WATERPROOF
  - G GENERATOR
  - M METER
  - CB CIRCUIT BREAKER

- NOTES:**
- CONTRACTOR IS TO FIELD VERIFY ALL EXISTING ITEMS SHOWN ON THE ELECTRICAL ONE-LINE DIAGRAM AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
  - ALL NEW WIRING SHALL BE COPPER. ALL CONDUCTORS LARGER THAN #10 AWG SHALL BE THINN-2, THN-2, RHH-2, RHM-2, OR XHHB-2 WIRE UNLESS NOTED OTHERWISE.

FINAL ELECTRICAL SERVICE LAYOUT SUBJECT TO UTILITY COORDINATION



**ONE-LINE DIAGRAM**  
SCALE: N.T.S.

NEW 800A 1φ, 240VAC, 2-POL, 200A/2 CB  
NEW 3/4" AWG & 1/2" AWG COPPER CONDUCTOR IN 2" RIGID CONDUIT





---

**OFFICE OF THE COUNTY ATTORNEY**

11 New Hempstead Road  
New City, New York 10956  
Phone: (845) 638-5180 Fax: (845) 638-5676

**Thomas E. Humbach**  
*County Attorney*

December 13, 2018

Town of Orangetown  
Attention: Chief Kevin Nulty  
One Police Plaza  
Orangeburg, NY 10962

Re: Memorandum of Understanding between the County of Rockland and the Town of Orangetown for Participation in the Rockland County Intelligence Center for the Period from January 1, 2018 through December 31, 2023 with the Option to renew for five additional one year terms (Res. 565 of 2018)

Dear Chief Nulty:

Enclosed please find a copy of the Contract for the above referenced matter that we have prepared on behalf of the County of Rockland. The contact information for the attorney assigned to this matter is listed below.

We ask that you do not make any changes or modifications to the agreement.

Pursuant to Executive Order No. 3 of 2015, if presently or during the pendency of the contract term, you, as a party to this contract, owe or come to owe property taxes to the County of Rockland, unless prohibited by law, the County will place into escrow any payments due under this contract until such time as the real property taxes are paid in full, or otherwise discharged or satisfied.

Please have the Supervisor execute and deliver the contract to the assigned attorney. Please note that the Town Board's resolution authorizing the agreement should be returned with it.

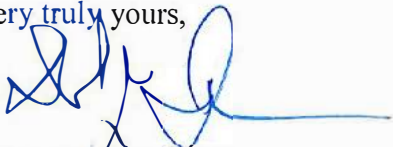
The contract should be delivered to the following address:

Rockland County Department of Law  
Attention: Daniel Block, Esq.  
Principal Assistant County Attorney  
Allison-Parris County Office Building  
11 New Hempstead Road  
New City, New York 10956

In addition, we are simultaneously sending a copy of this Contract to the department for its review and approval, and therefore, we reserve the right to make any changes to this Contract based on any comments that the respective department may have. This Contract will not be binding on the County of Rockland until such time that fully executed duplicate originals are delivered from the County of Rockland to you or your attorney.

If you have any questions, please contact the attorney assigned to this matter.

Very truly yours,



DANIEL J. BLOCK  
Principal Assistant County Attorney  
[Writer's Direct Dial: 845-638-5108]  
DB/dc  
Enclosure

2018-04331

cc: Louis Falco, III, Sheriff

MEMORANDUM OF UNDERSTANDING

between the County of Rockland and Participating Agencies

relating to the

Rockland County Intelligence Center

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the County of Rockland (the "County"), a municipal corporation having its principal place of business at 11 New Hempstead Road, New City, New York and the "Participating Agencies" identified on the signature page herein, which shall execute separate agreements with the County under the same terms and conditions as set forth and shall be collectively referred to as the "Parties".

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

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree to the following:

1. *Rockland County Intelligence Center*

The parties agree to maintain the Rockland County Intelligence Center (the "RCIC"). The mission of the RCIC will continue to provide law enforcement agencies with their criminal intelligence requirements/assessments through the collection and handling of information, using proper investigative and intelligence gathering practices.

2. *Oversight Committee* The Parties agree to create an Oversight Committee (the "Committee") which shall have the authority to adopt rules and policies governing the operation of the RCIC. The Committee shall be made of four (4) active duty Police Chiefs and the Sheriff of Rockland County. The Sheriff of Rockland County shall designate a Committee Chair. All members shall be voting members of the Committee. The Committee shall establish rules for its governance.

3. *Assignment of Personnel*

a. Each Participating Agency shall recommend proposed law enforcement officers to be assigned to the RCIC. Such members shall be experienced law enforcement officers, preferably with relevant experience in the proposed area of assignment. Each Participating Agency may also assign less experienced personnel with the intent of exposing an officer to the operations of the RCIC.

b. The approval of all assignments shall be an act of the Committee. A list of all officers assigned to the RCIC shall be maintained by the Committee and shall be updated as officers are added or removed (the "Active List").

c. RCIC members should remain in such assignment for a period of not less than one year. In the event of exceptional circumstances and, when possible for 30 days written notice provided to the Committee, participating agencies may remove an assigned member who has not completed one year in such assignment.

d. The Committee reserves the right to remove any member from the RCIC when it is determined to be in the best interest of the Center to do so.

e. The Committee shall actively solicit and encourage the assignment of law enforcement officers to the RCIC from all local, state and federal law enforcement agencies whose geographical jurisdiction includes Rockland County. The Committee based upon sound law enforcement consideration shall establish the maximum number of officers to be assigned. This determination shall not be influenced by consideration of potential asset forfeiture distribution.

f. Part time (Specializing): In the event the Committee believes the overall mission of the RCIC can be enhanced through the assignment of personnel on a part-time basis, the Committee shall determine those assignments in accordance with subsection b. listed above.

4. *Operating Procedures*

a. Operational matters, such as the selection of investigative targets, the timing and location or investigations, and the selection of investigative techniques, shall be the responsibility of the RCIC Director.

5. *Funding: Personnel Costs, Equipment, Office Space*

a. Subject to available appropriations in the departmental budget of the Sheriff's Office, the County will provide the necessary funds and equipment to support the activities of the offices and investigators assigned to the RCIC. Such support will include office space, salaries of support staff and items such as vehicles, vehicle operating expenses, office supplies and equipment, travel funds, investigative equipment training and other support items as approved by the RCIC Director and/or the Committee.

b. The County agrees to fund all telephone services associated with the installations and use of electronic surveillance equipment, i.e. wiretaps, pen registers and video surveillance.

c. Funding for operational matters, including purchase of evidence, payments to confidential informants and miscellaneous expenses will occur in accordance with Rockland County guidelines and procedures.

d. Each Participating Agency will be responsible for the salary and fringe benefits of its own members assigned to the RCIC.

6. *Civil Liability and Indemnification Issues*

a. Each Participating Agency shall not be liable for the actions of the RCIC members who are not employed by that agency.

b. Each Participating Agency shall not seek or be entitled to indemnification from any other Participating Agencies for any judgment or costs of litigation arising out of the acts of the unit's personnel employed by that agency.

7. *Asset Forfeiture*

a. The parties acknowledge that investigations conducted by the RCIC units may result in the seizure and forfeiture of assets derived from criminal activity. Any assets seized by the RCIC unit and lawfully forfeited in accordance with State or Federal forfeiture laws shall be distributed as follows:

- (i) Twenty-five percent (25%) of the net of any forfeited asset(s) shall be retained in a segregated asset forfeiture account for the sole and exclusive use of the RCIC Unit as determined by the Oversight Committee.
- (ii) Seventy-five percent (75%) of the net of any forfeited asset(s) shall be distributed pro rata to each Participating Agency that has assigned a law enforcement officer to the RCIC unit, including Sheriff's Officers as determined by the Oversight Committee.

8. *Integrity Control*

a. The RCIC Director and/or Committee shall investigate a complaint made against any RCIC member, while acting within the scope of her or his assignment. If the complaint is made against a RCIC member from a Participating Agency, the administrative head of the agency shall be advised and will participate in a joint investigation with the RCIC Director. Complaints made against any RCIC member, while acting outside the scope of the her or his assignment, shall be the sole responsibility of the agency employing that member. Disciplinary action, if any, shall be the responsibility of the employing agency.

9. *Disputes*

a. The Committee shall settle disputes between participating agencies arising from the operation and activity of the RCIC.



10. Freedom of Information Requests

a. Requests for information made pursuant to the New York State Freedom of Information Law shall be addressed to the RCIC and immediately forwarded to the Rockland County Sheriff’s Office, 55 New Hempstead Road, New City, NY 10956.

11. Term

a. The term of this Memorandum of Understanding shall be from January 1<sup>st</sup>, 2018 through December 31<sup>st</sup>, 2023 with the option to renew for five (5) additional one (1) year terms.

b. Any party may terminate this agreement at any time on sixty (60) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the day and year first written

**OFFICE OF THE SHERIFF**  
(Approval for the Signature of the County Executive)

**PARTICIPATING AGENCY**  
**TOWN OF ORANGETOWN**

By: \_\_\_\_\_  
LOUIS FALCO III  
SHERIFF

By: \_\_\_\_\_  
CHRISTOPHER DAY  
SUPERVISOR

**DEPARTMENT OF LAW**  
(Approval for the Signature of the County Executive)

BY: \_\_\_\_\_  
DANIEL J. BLOCK  
Principal Assistant County Attorney

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
EDWIN J. DAY  
COUNTY EXECUTIVE



# Rockland County

Ed Day, Rockland County Executive

---

**OFFICE OF THE COUNTY ATTORNEY**

11 New Hempstead Road  
New City, New York 10956  
Phone: (845) 638-5180 Fax: (845) 638-5676

**Thomas E. Humbach**  
*County Attorney*

December 12, 2018

Robert V. Magrino, Town Attorney  
Town of Orangetown  
26 Dutchhill Road  
Orangeburg, NY 10962

Re: Intermunicipal Agreement between the County of Rockland  
And the Town of Orangetown  
For reimbursement of Law Enforcement Overtime for  
Counterterrorism Training (Res. No. 564 of 2018)

Dear Mr. Magrino:

Enclosed please find a copy of the Intermunicipal Agreement for the above referenced matter that we have prepared on behalf of the County of Rockland. The contact information for the attorney assigned to this matter is listed below.

We ask that you do not make any changes or modifications to the agreement.

Pursuant to Executive Order No. 3 of 2015, if presently or during the pendency of the contract term, you, as a party to this contract, owe or come to owe property taxes to the County of Rockland, unless prohibited by law, the County will place into escrow any payments due under this contract until such time as the real property taxes are paid in full, or otherwise discharged or satisfied.

Please execute and deliver the contract, **in duplicate**, to the assigned attorney. Please note that Mr. Day's signature needs to be notarized. Also, please provide us with a copy of the Town Board's resolution authorizing execution of the agreement.

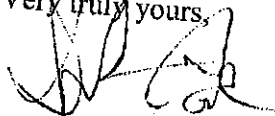
The contract should be delivered to the following address:

Rockland County Department of Law  
Attention: Daniel J. Block, Esq.  
Principal Assistant County Attorney  
Allison-Parris County Office Building  
11 New Hempstead Road  
New City, New York 10956

In addition, we are simultaneously sending a copy of this Contract to the department for its review and approval, and therefore, we reserve the right to make any changes to this Contract based on any comments that the respective department may have. This Contract will not be binding on the County of Rockland until such time that fully executed duplicate originals are delivered from the County of Rockland to you.

If you have any questions, please contact the attorney assigned to this matter.

Very truly yours,



DANIEL J. BLOCK  
Principal Assistant County Attorney  
[Writer's Direct Dial: 845-638-5108]  
DB/dc

Enclosure

2018-04148

cc: Louis Falco, III, Sheriff

**INTERMUNICIPAL AGREEMENT**

**TOWN OF ORANGETOWN**

Reimbursement of Law Enforcement Overtime  
For Counterterrorism Training

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at Town Hall, 26 Dutchhill Road, Orangeburg, NY 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

**WITNESSETH:**

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a disbursement of grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

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

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in in **Resolution No. 353 of 2016** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

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

1. **SERVICES:** The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services rendered and performed by the **MUNICIPALITY** under this agreement shall commence **September 1, 2016** and terminate **August 31, 2017**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY-TWO THOUSAND ONE HUNDRED THIRTY-THREE AND 00/100 (\$32,133.00) DOLLARS**. **MUNICIPALITY** agrees that the aforesaid **THIRTY-TWO THOUSAND ONE HUNDRED THIRTY-THREE AND 00/100 (\$32,133.00) DOLLARS**. shall be solely and exclusively used for the purpose of reimbursement of law enforcement overtime related to Counterterrorism training.
- 4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers,

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

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

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of COUNTY for the purposes of this agreement and no liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in the County budget. The COUNTY agrees that it shall not direct the police officers assigned to the Rockland County Narcotics Task Force to work any overtime hours in excess of the amount budgeted by the MUNICIPALITY without the prior consent of the MUNICIPALITY.

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

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

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

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

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

11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY. In the event of early termination, the COUNTY agrees to pay the MUNICIPALITY for work performed up to the date of termination, subject to the not to exceed amount set forth in Paragraph 3 of this agreement.

12. IRAN DIVESTMENT ACT: CONTRACTOR and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

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

14. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable, where the original follows within ten (10) days. Failure to timely provide original signatures will be a ground for termination by COUNTY.

15. RECORD KEEPING AND AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to COUNTY for inspection or audit upon demand. No compensation or fee for services will be due to Contractor unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

*This space intentionally left blank*

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

**OFFICE OF THE SHERIFF**

**TOWN OF ORANGETOWN**

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

By: \_\_\_\_\_  
CHRISTOPHER DAY  
Supervisor

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

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

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

By: \_\_\_\_\_  
DANIEL J. BLOCK  
Principal Assistant County Attorney

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

**COUNTY OF ROCKLAND**

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

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

2018-04148

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

On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me came **EDWIN J. DAY**, to me known, being duly sworn by me, did depose and say that he is the County Executive of Rockland County, a municipal corporation; his office address is 11 New Hempstead Road, New City, New York, and he executed the foregoing instrument on behalf of the County of Rockland.

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

ATTESTATION:

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

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

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

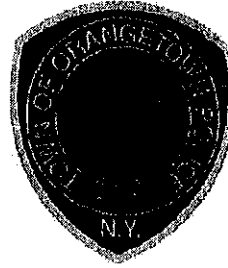
On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me came **Christopher Day**, to me known, being duly sworn by me, did depose and say that he is the Supervisor of the Town of Orangetown, a municipal corporation; her office address is 26 Dutchhill Road, Orangeburg, New York, and he executed the foregoing instrument on behalf of the Town of Orangetown.

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



SCHEDULE A

**LT. MICHAEL SHANNON #175  
ORANGETOWN POLICE DEPARTMENT**



<b>TO</b>	<b>Marie Merla</b>
<b>SUBJECT:</b>	<b>2016 Homeland Security Grants</b>
<b>DATE:</b>	<b>050218</b>

Attached is the information required for reimbursement of overtime / backfill used for counter-terrorism training.

Attached is a signed voucher as requested.

Thank you.

	A	B
1	Date	Town of Orangetown REACT Officer Overtime / Backfill Officer Overtime
2		
3	9/20/2016	PO M. Sullivan (REACT) 8hrs x \$87.65 = \$701.19
4		PO Vergine (REACT) 8hrs x 87.50 = 700.03
5		PO M. Ryan (Backfill) 8hrs x 95.35 = 762.83
6		
7	9/21/2016	Sgt. Hutmacher (REACT) 8hrs x 101.09 = 808.75
8		PO Ayers (Backfill) 8hrs x 93.06 = 744.48
9		PO Curran (Backfill) 8hrs x 37.34 = 298.75
10		
11	10/9/2016	Sgt. Strattner (REACT) 10hrs x 101.53 = 1015.30
12		PO Maddalena (REACT) 18hrs x 87.94 = 1582.86
13		PO Balsley (REACT) 18hrs x 95.04 = 1710.69
14		PO M. Sullivan (REACT) 10hrs x 87.65 = 876.48
15		PO Vergine (REACT) 10hrs x 87.50 = 875.04
16		PO Wanamaker (Backfill) 8hrs x 94.74 = 757.93
17		Sgt. Ruggiero (Backfill) 8hrs x 102.83 = 822.60
18		
19	10/10/2016	Sgt. Strattner (REACT) 1hr x 101.53 = 101.53
20		PO Maddalena (REACT) 1hr x 87.94 = 87.94
21		PO Balsley (REACT) 1hr x 95.04 = 95.04
22		PO M. Sullivan (REACT) 1hr x 87.65 = 87.65
23		PO Vergine (REACT) 1hr x 87.50 = 87.50
24		PO M Ryan (Backfill) 8hrs x 95.35 = 762.83
25		Sgt. Holihan (Backfill) 7hrs x 112.40 = 786.82
26		
27	10/11/2016	
28		Sgt. Strattner (REACT) 1hr x 101.53 = 101.53
29		PO Maddalena (REACT) 1hr x 87.94 = 87.94
30		PO Balsley (REACT) 1hr x 95.04 = 95.04
31		PO M. Sullivan (REACT) 1hr x 87.65 = 87.65
32		PO Vergine (REACT) 1hr x 87.50 = 87.50
33		
34	10/12/2016	
35		Sgt. Strattner (REACT) 1hr x 101.53 = 101.53
36		PO Maddalena (REACT) 1hr x 87.94 = 87.94
37		PO Balsley (REACT) 1hr x 95.04 = 95.04
38		PO M. Sullivan (REACT) 1hr x 87.65 = 87.65
39		PO Vergine (REACT) 1hr x 87.50 = 87.50
40		Lt. Davin (Backfill) 8hrs x 124.68 = 997.44
41		
42	10/13/2016	
43		Sgt. Strattner (REACT) 4hrs x 101.53 = 406.12
44		PO Maddalena (REACT) 4hrs x 87.94 = 351.75
45		PO Balsley (REACT) 4hrs x 95.04 = 380.15
46		PO M. Sullivan (REACT) 4hrs x 87.65 = 350.59
47		PO Vergine (REACT) 4hrs x 87.50 = 350.02
48		
49		

	A	B
50	10/14/2016	Sgt. Strattner (REACT) 3hrs x 101.53 = 304.59
51		PO Maddalena (REACT) 3hrs x 87.94 = 263.81
52		PO Baisley (REACT) 3hrs x 95.04 = 285.11
53		PO M Sullivan (REACT) 3hrs x 87.65 = 262.94
54		PO Verglne (REACT) 3hrs x 87.50 = 262.51
55		PO McNally (Backfill) 4hrs x 94.83 = 376.52
56		
57	10/15/2016	
58		PO Wanamaker (Backfill) 8hrs x 94.74 = 757.93
59		PO McNally (Backfill) 8hrs x 94.13 = 753.04
60		PO Casey (Backfill) 8hrs x 56.02 = 448.14
61		
62	10/16/2016	
63		PO M. Ryan (Backfill) 8hrs x 95.35 = 762.83
64		
65	11/8/2016	
66		PO Baisley (REACT) 8hrs x 95.04 = 760.30
67		PO Ayers (Backfill) 8hrs x 93.06 = 744.48
68		
69	11/9/2016	
70		PO Baisley (REACT) 8hrs x 95.04 = 760.30
71		PO M. Ryan (Backfill) 8hrs x 95.35 = 762.83
72		PO O'Connor (Backfill) 8hrs x 93.06 = 744.48
73		
74	12/13/2016	
75		Sgt. Hutmacher (REACT) 8hrs x 101.09 = 808.75
76		
77	12/14/2016	
78		Sgt. Hutmacher (REACT) 8hrs x 101.09 = 808.75
79		
80	1/10/2017	
81		PO M Sullivan (REACT) 8hrs x 87.65 = 701.19
82		PO Verglne (REACT) 8hrs x 87.50 = 700.03
83		
84	1/11/2017	
85		Sgt. Hutmacher (REACT) 8hrs x 107.31 = 858.50
86		PO R Hollhan (REACT) 8hrs x 87.79 = 702.34
87		PO M. Sullivan (REACT) 8hrs x 87.65 = 701.19
88		
89	2/14/2017	
90		PO Baisley (REACT) 8hrs x 95.04 = 760.32
91		PO Bach (Backfill) 8hrs x 56.02 = 448.14
92		

	A	B
93	2/15/2017	
94		PO Wentland (Backfill) 8hrs x 42.57 = 340.57
95		
96	3/15/2017	
97		PO Baisley (REACT) 8hrs x 95.04 = 760.32
98		PO O'Connor (backfill) 8hrs x 93.06 = 744.48
99		
100	4/11/2017	
101		Sgt. Hutmacher (REACT) 8hrs x 101.09 = 808.75
102		
103	4/12/2017	
104		Sgt. Hutmacher (REACT) 8hrs x 101.09 = 808.75
105		PO T. Drain (backfill) 8hrs x 93.52 = 748.15
106		PO Wanamaker (Backfill) 8hrs x 94.74 = 757.93
107		
108	6/13/2017	
109		PO Baisley (REACT) 8hrs x 87.65 = 701.19
110		
111	6/14/2017	
112		PO Baisley (REACT) 8hrs x 87.65 = 701.19
113		
114	7/18/2017	
115		Sgt. Hutmacher (REACT) 8hrs 101.09 = 808.75
116		PO Megdanis (REACT) 8hrs x 52.85 = 422.77
117		PO M. Ryan (Backfill) 8hrs x 95.35 = 762.83
118		
119	7/19/2017	
120		Sgt. Hutmacher (REACT) 8hrs x 101.09 = 808.75
121		PO Megdanis (REACT) 8hrs x 52.85 = 422.77
122		PO Hewitt (backfill) 8hrs x 87.94 = 703.49
123		
124	8/15/2017	
125		PO R. Holihan (REACT) 8hrs x 87.79 = 702.34
126		PO Whalen (Backfill) 8hrs x 94.89 = 759.16
127		PO Ambrose (Backfill) 8hrs x 35.23 = 281.84
128		PO M. Ryan (Backfill) 8hrs x 95.35 = 762.83
129		
130	8/16/2017	
131		PO M Ryan (Backfill) 8hrs x 95.35 = 762.83
132		
133		
134		<b>REACT Overtime Total: \$27,374.16</b>
135		
136		<b>Backfill Overtime Total: \$18,356.18</b>
137		
138		<b>Grand Total: \$45,730.34</b>
139		
140		
141		

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

Orangetown Representative:  
R.C. Soil and Water Conservation Dist.-Chairman  
Stormwater Consortium of Rockland County  
Rockland County Water Quality Committee

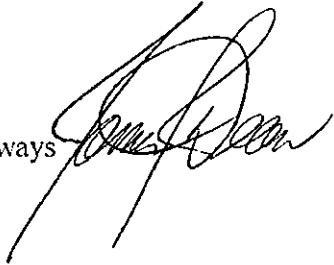


**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**  
119 Route 303 · Orangeburg, NY 10962  
(845) 359-6500 · Fax (845) 359-6062  
E-Mail - [highwaydept@orangetown.com](mailto:highwaydept@orangetown.com)

Affiliations:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

## MEMORANDUM

**TO:** Town Board

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

**DATE:** December 5, 2018

**RE:** Cured in Place Pipe Lining – Jefferson Avenue

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Please be advised a sink hole has developed on Jefferson Avenue in Pearl River adjacent to the Muddy Brook due to pipe deterioration and an immediate emergency repair is needed.

The Highway Department recommends utilizing the process of cured in place pipe lining via Ultra Violet cured lining with grid foil to prevent liner from over stretch due to deterioration voids.

For your information this cured in place pipe lining is the same process that the Town had advertised bids for in April 2018 for the Cherry Brook Drainage Project on Roosevelt Street. Please note, on April 26, 2018 the received two bids from, Arold Construction Kingston, NY in the amount of \$433,750.00, and EN-TECH Corporation Closter, NJ in the amount of \$226,875.00

Based on the above, please place the following item on the December 11, 2018 Regular Town Board Meeting Agenda.

**“In order to make an emergency repair to 55 linear feet of drain pipe on Jefferson Avenue in Pearl River adjacent to the Muddy Brook, the Superintendent of Highways hereby recommends accepting the proposal from EN-TECH Corporation for the installation of 55 linear feet of UV cured liner with grid foil in the amount of \$19,525.00.”**

