

ORANGETOWN HOLIDAY FOR HEROES VETERANS BRUNCH

FRIDAY, NOVEMBER 8, 2019

11:00am – 2:00pm

TAPPAN FIREHOUSE, 300 WESTERN HIGHWAY

ALL VETERANS, ACTIVE DUTY MILITARY, AND THEIR FAMILIES ARE
WELCOME TO JOIN US FOR THIS COMPLIMENTARY BRUNCH IN
CELEBRATION AND THANKS FOR THEIR DEDICATION AND SACRIFICES

RAIN OR SHINE • PARKING IN THE LOT ACROSS THE STREET





Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970

Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Acting Commissioner

Arlene R. Miller
Deputy Commissioner

September 20, 2019

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date:

Date Review Received: 8/30/2019

Item: *ORANGETOWN - SOLAR ENERGY LOCAL LAW (O-2386)*

Local Law to provide for the definition, installation, and use of solar energy generating systems and equipment.

Throughout the Town

Reason for Referral:

State and County roads, parks and facilities; County streams; Long Path Hiking Trail; Town of Clarkstown; Villages of Chestnut Ridge, Grand View-on-Hudson, Nyack, Piermont, and South Nyack

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

**Recommend the following modifications*

The Rockland County Planning Department supports local efforts to encourage the growth, development, and use of renewable energy sources, such as solar power. The economic and environmental challenges presented by climate change will have significant consequences for Rockland County and its residents. As recommended in the 2011 Rockland County Comprehensive Plan, the County should "Employ all available tools to address climate change" (p. 142). In support of this measure, we offer the following comments:

1 The Model Solar Energy Local Law provided by the New York State Energy Research and Development Authority, which this Local Law seems to be based on, includes lot size requirements and parcel line setbacks for Tier 3 Ground-Mounted Solar Energy Systems in appendices 1 and 2, respectively. These are important to include as they ensure there is enough land area and proper setbacks for the Ground-Mounted Solar Energy Systems. Without these restrictions, a height of 15 feet for Tier 3 Systems in residential low density zoning districts may be too high, restrict views from surrounding properties, and may have a visual impact to the adjacent neighbors.

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2 The proposed text makes reference to Appendices 3 and 4, without mention of 1 or 2. In addition, Appendices 1 and 2 were not provided. These must be provided and appropriately referenced within the Local Law. If Appendix 1 or 2 do not exist, Appendices 3 and 4, and their references thereof, shall be renumbered to 1 and 2, respectively.

3 Examples of Tier 3 Solar Energy Systems shall be provided in Section 17.3.C.

4 Section 17.7.D. deals with screening and visibility of Tier 2 Solar Energy Systems. This section states that these systems shall have their views minimized from adjacent properties and that their equipment shall be located in a manner to reasonably avoid or minimize blockage of views from surrounding properties and shading of property to the north. However, no example of how to do this is provided. A way to minimize the view of Tier 2 Solar Energy Systems and their equipment shall be included in a manner similar to what is presented in Section 17.8.J.6)a. for screening and visibility of Tier 3 Solar Energy Systems.

5 Section 17.8.D.1) restricts the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information to signage with an area no greater than 8 square feet. Following this, Section 17.8.D.2) states "disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface." It is unclear whether this information also has restrictions on the area it may occupy. In addition, the "light reflective surface" may contradict with the measures to reduce glare, as outlined in Section 17.8.E. A size restriction shall be specified for this information so as to minimize the effects of glare.

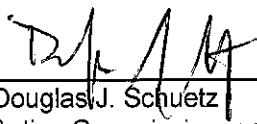
6 A review shall be completed by the County of Rockland Office of Fire and Emergency Services and any comments addressed since these facilities alter rooftop and yard accessibility and how potential fires are extinguished.

7 The following additional comments address minor typographical errors within the Law:

a. Section 17.6.A.1)a., the word "and" is missing between the words "surface" and "the" and should read "...between the roof surface and the highest edge of the system."

b. Section 17.8.H.2)b., the word "and" is missing between the words "System" and "any" and should read "...the Solar Energy System and any ancillary structures."

c. Section 17.8.J.6)b.II.i., the word "of" is missing between the words "comprised" and "evergreen" and should read "...The landscaped screening shall be comprised of evergreen trees..."



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Supervisor Chris Day, Orangetown
New York - New Jersey Trail Conference
New York State Department of Environmental Conservation
New York State Department of Transportation
Palisades Interstate Park Commission
Rockland County Department of Highways
Rockland County Drainage Agency
Rockland County Office of Fire and Emergency Services
Rockland County Division of Environmental Resources

Town of Clarkstown
Villages of Chestnut Ridge,
Grand View-on-Hudson, Nyack,
Piermont, South Nyack

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**NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings.*

The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

TOWN OF ORANGETOWN
2019 SEP 26 A 10:36
TOWN CLERK'S OFFICE

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

Chapter 43 of the Town Code is hereby amended by adding Article XVII entitled “Solar Energy Permitting”. The said section of the Code is amended as follows:

Article XVII Solar Energy Permitting

17.1. Authority

This Solar Energy Local Law is adopted pursuant to Sections 261 and 263 of the Town Law and Section 20 of the Municipal Home Rule Law of the State of New York, which authorize the Town of Orangetown to adopt zoning provisions that advance and protect the health, safety and welfare of the community, and, in accordance with the laws of New York State, “to make provision for, so far as conditions may permit, the accommodation of solar energy systems and equipment and access to sunlight necessary therefor.”

17.2. Statement of Purpose

A. This Solar Energy Local Law is adopted to advance and protect the public health, safety, and welfare of Town of Orangetown by creating regulations for the installation and use of solar energy generating systems and equipment, with the following objectives:

- 1) To take advantage of a safe, abundant, renewable and non-polluting energy resource;
- 2) To decrease the cost of electricity to the owners of residential and commercial properties, including single-family houses;
- 3) To mitigate the impacts of Solar Energy Systems on environmental resources such as important agricultural lands, forests, wildlife and other protected resources, and;
- 4) To create synergy between solar technologies and the Town Comprehensive Plan and Town codes, rules and regulations.

17.3. Definitions

BUILDING-INTEGRATED SOLAR ENERGY SYSTEM: A combination of Solar Panels and Solar Energy Equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

FARMLAND OF STATEWIDE IMPORTANCE: Land, designated as “Farmland of Statewide Importance” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey that is of state wide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

GLARE: The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

GROUND-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for onsite or offsite consumption.

NATIVE PERENNIAL VEGETATION: native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators and shall not include any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

POLLINATOR: bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

PRIME FARMLAND: Land, designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

ROOF-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System located on the roof of any legally permitted building or structure that produces electricity for onsite or offsite consumption.

SOLAR ACCESS: Space open to the sun and clear of overhangs or shade so as to permit the use of active and/or passive Solar Energy Systems on individual properties.

SOLAR ENERGY EQUIPMENT: Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

SOLAR ENERGY SYSTEM: The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of the Solar Energy System, which extends to any interconnection equipment. A Solar Energy System is classified as a Tier 1, Tier 2, or Tier 3 Solar Energy System as follows.

A. Tier 1 Solar Energy Systems include the following:

- a. Roof-Mounted Solar Energy Systems
- b. Building-Integrated Solar Energy Systems

B. Tier 2 Solar Energy Systems include Ground-Mounted Solar Energy Systems with a total surface area of all solar panels on the lot of up to 4,000 square feet and that generate up to 110 % of the electricity consumed on the site over the previous 12 months.

C. Tier 3 Solar Energy Systems are systems that are not included in the list for Tier 1 and Tier 2 Solar Energy Systems. An example includes, but is not limited to Solar Energy Systems producing 25 MW or more as permitted by the Board on Electric Generation Siting and the Environment.

SOLAR PANEL: A photovoltaic device capable of collecting and converting solar energy into electricity.

STORAGE BATTERY: A device that stores energy and makes it available in an electrical form.

17.4. Applicability

A. The requirements of this Local Law shall apply to all Solar Energy Systems permitted, installed, or modified in Town of Orangetown after the effective date of this Local Law, excluding general maintenance and repair.

B. Solar Energy Systems constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.

C. Modifications to an existing Solar Energy System that increase the Solar Energy System area by more than 5% of the original area of the Solar Energy System (exclusive of moving any fencing) shall be subject to this Local Law.

D. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code (“Building Code”), the NYS Energy Conservation Code (“Energy Code”), and the Town of Orangetown Code.

17.5. General Requirements

A. A Building permit shall be required for installation of all Solar Energy Systems.

B. Local land use boards are encouraged to condition their approval of proposed developments on sites adjacent to Solar Energy Systems so as to protect their access to sufficient sunlight to remain economically feasible over time.

C. Issuance of permits and approvals by the Office of Building, Zoning, Planning Administration and Enforcement, for commercial applications that require planning board review, shall include review pursuant to the State Environmental Quality Review Act ECL Article 8 and its implementing regulations at 6 NYCRR Part 617 (“SEQRA”).

D. Permits shall not be issued for commercial applications without the review and approval of the Town of Orangetown Fire Inspector.

17.6. Permitting Requirements for Tier 1 Solar Energy Systems

All Tier 1 Solar Energy Systems shall be permitted in all zoning districts. Residential systems shall be exempt from site plan review subject to the following conditions for each type of Solar Energy Systems: however those located within the Tappan or Palisades Historic District require Historic Areas of Review approval.

A. Roof-Mounted Solar Energy Systems

- 1) Roof-Mounted Solar Energy Systems shall incorporate, when feasible, the following design requirements:

- a. Solar Panels on pitched roofs shall be mounted with a maximum distance of 8 inches between the roof surface and the highest edge of the system.
 - b. Solar Panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached.
 - c. Solar Panels on pitched roofs shall not extend higher than the highest point of the roof surface on which they are mounted or attached.
 - d. Solar Panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.
- 2) Glare: All Solar Panels shall have anti-reflective coating(s).
 - 3) Height: All residential Roof-Mounted Solar Energy Systems shall comply with the height limitations in Appendix 1. All commercial Roof-Mounted Solar Energy Systems shall comply with Appendix 1 and shall be subject to the maximum height regulations specified for principal and accessory buildings within the underlying zoning district.

B. Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application for the building containing the system.

17.7. Permitting Requirements for Tier 2 Solar Energy Systems

All Tier 2 Solar Energy Systems shall be permitted in all zoning districts as accessory structures. All non-residential systems require site plan review. Residential systems may be exempt from site plan review, if said proposed system obtains approval from the Town of Orangetown Building Department that the system complies with the following conditions:

- A. Glare: All Solar Panels shall have anti-reflective coating(s).
- B. Setbacks: Tier 2 Solar Energy Systems shall be subject to the setback regulations specified for the accessory structures within the underlying zoning district. All Ground-Mounted Solar Energy Systems shall only be installed in the side or rear yards in residential districts.
- C. Height: Tier 2 Solar Energy Systems shall comply with the height limitations in Appendix 1.
- D. Screening and Visibility.
 - 1) All Tier 2 Solar Energy Systems shall have views minimized from adjacent properties to the extent reasonably practicable, using architectural features, earth berms,

landscaping, or other screening methods that will harmonize with the character of the property and surrounding area. The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised of evergreen trees, at least 6 feet high at time of planning, plus two (2) supplemental shrubs at the reasonable discretion of the Town of Orangetown Planning Board, all planted within each 10 linear feet of the Solar Energy System. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species should be provided by the Town of Orangetown.

- 2) Solar Energy Equipment shall be located in a manner to reasonably avoid and/or minimize blockage of views from surrounding properties and shading of property to the north, while still providing adequate solar access.

17.8. Permitting requirements for Tier 3 Solar Energy Systems

All Tier 3 Solar Energy Systems are permitted through the issuance of a special use permit by the Planning Board within the LI, LIO, LO, MFR, OP, RPC zoning districts, and subject to site plan application requirements set forth in this Section.

A. Applications for the installation of Tier 3 Solar Energy System shall be:

- 1) Reviewed by the Building Inspector for completeness. Applicants shall be advised within 15 business days of the completeness of their application or any deficiencies that must be addressed prior to substantive review.
- 2) Subject to a public hearing to hear all comments for and against the application. The Planning Board of the Town of Orangetown shall have a notice printed in a newspaper of general circulation in the Town of Orangetown at least 5 days in advance of such hearing. Applicants shall have delivered the notice by first class mail to adjoining landowners or landowners within 200 feet of the property at least 10 days prior to such a hearing. Proof of mailing shall be provided to the Planning Board at the public hearing.

- 3) Referred to the County Planning Department pursuant to General Municipal Law § 239-m.
- 4) Upon closing of the public hearing, the Planning Board shall take action on the application within 62 days of the public hearing, which can include approval, approval with conditions, or denial. The 62-day period may be extended upon consent by both the Planning Board and applicant.

B. Underground Requirements. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

C. Vehicular Paths. Vehicular paths within the site shall be designed to minimize the extent of impervious materials and soil compaction.

D. Signage.

- 1) No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet.
- 2) As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations. Said information shall be depicted pursuant to the guidelines contained in the National Electric Code.

E. Glare. All Solar Panels shall have anti-reflective coating(s).

F. Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

G. Tree-cutting. Removal of existing trees larger than 8 inches in diameter should be minimized to the extent possible.

H. Decommissioning.

1) Solar Energy Systems that have been abandoned and/or not producing electricity for a period of one (1) year shall be removed at the Owner and/or Operators expense, which at the Owner's option may come from any security made with the Town of Orangetown as set forth in Section 10(b) herein.

2) A decommissioning plan (see Appendix 2) signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant, addressing the following:

- a. The cost of removing the Solar Energy System.
- b. The time required to decommission and remove the Solar Energy System and any ancillary structures.
- c. The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.

3) Security.

- a. The deposit, executions, or filing with the Town of Orangetown Clerk of cash, bond, or other form of security reasonably acceptable to the Town of Orangetown attorney and/or engineer, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125% of the cost of removal of the Tier 3 Solar Energy System and restoration of the property with an escalator of 2% annually for the life of the Solar Energy System. The decommissioning amount shall be reduced by the amount of the estimated salvage value of the Solar Energy System.
- b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town of Orangetown, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.
- c. In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section 10(b) and 10(c) herein.

I. Site plan application. For any Solar Energy system requiring a Special Use Permit, site plan approval shall be required. Any site plan application shall include the following information:

- 1) Property lines and physical features, including roads, for the project site
- 2) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures
- 3) A one- or three-line electrical diagram detailing the Solar Energy System layout, solar collector installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
- 4) A preliminary equipment specification sheet that documents all proposed solar panels, significant components, mounting systems, and inverters that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
- 5) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- 6) Name, address, phone number, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- 7) Zoning district designation for the parcel(s) of land comprising the project site.
- 8) Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming.
- 9) Erosion and sediment control and storm water management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Board.
- 10) Prior to the issuance of the building permit or final approval by the Planning Board but not required as part of the application, engineering documents must be signed and sealed by a New York State (NYS) Licensed Professional Engineer or NYS Registered Architect.

J. Special Use Permit Standards.

- 1) Lot size

- a. The property on which the Tier 3 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.
- 2) Setbacks
- a. The Tier 3 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures.
- 3) Height
- a. The Tier 3 Solar Energy Systems shall comply with the height limitations in Appendix 1 depending on the underlying zoning district and shall comply with the building height limitations for principal structures of the underlying zoning district.
- 4) Lot coverage
- a. The following components of a Tier 3 Solar Energy System shall be considered included in the calculations for lot coverage requirements:
 - I. Foundation systems, typically consisting of driven piles or monopoles or helical screws with or without small concrete collars.
 - II. All mechanical equipment of the Solar Energy System, including any pad mounted structure for batteries, switchboard, transformers, or storage cells.
 - III. Paved access roads servicing the Solar Energy System.
 - b. Lot coverage of the Solar Energy System, as defined above, shall not exceed the maximum lot coverage requirement of the underlying zoning district.
- 5) Fencing Requirements. All mechanical equipment, including any structure for storage batteries, shall be enclosed by a 7-foot-high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.
- 6) Screening and Visibility.
- a. Solar Energy Systems smaller than 5 acres shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area.
 - b. Solar Energy Systems larger than 5 acres shall be required to:

- I. Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, may be required by the Planning Board to be submitted by the applicant.
- II. Submit a screening & landscaping plan to show adequate measures to screen through landscaping, grading, or other means so that views of Solar Panels and Solar Energy Equipment shall be minimized as reasonably practical from public roadways and adjacent properties to the extent feasible.
- III. The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised of evergreen trees, at least 6 feet high at time of planting, plus two (2) supplemental shrubs at the reasonable discretion of the Town of Orangetown Planning Board, all planted within each 10 linear feet of the Solar Energy System. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species should be provided by the Town of Orangetown.

7) Agricultural Resources. For projects located on agricultural lands:

- 1) Any Tier 3 Solar Energy System located on the areas that consist of Prime Farmland or Farmland of Statewide Importance shall not exceed 50 % of the entire lot.

- 2) To the maximum extent practicable, Tier 3 Solar Energy Systems located on Prime Farmland shall be constructed in accordance with the construction requirements of the New York State Department of Agriculture and Markets.
- 3) Tier 3 Solar Energy System owners shall develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing native perennial vegetation and foraging habitat beneficial to game birds, songbirds, and pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners shall use native plant species and seed mixes.

K. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the Solar Energy System shall notify the Building Department of such change in ownership or operator within 30 days of the ownership change.

17.9. Safety

A. Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and/or building codes as required.

B. Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 3 Solar Energy System is located in an ambulance district, the local ambulance corps.

C. If Storage Batteries are included as part of the Solar Energy System, they shall meet the requirements of any applicable fire prevention and building code when in use and, when no longer used, shall be disposed of in accordance with the laws and regulations of the Town of Orangetown and any applicable federal, state, or county laws or regulations.

17.10. Permit Time Frame and Abandonment

A. The Special Use Permit and site plan approval for a Solar Energy System shall be valid for a period of 12 months, provided that a building permit is issued for construction and construction is commenced. In the event construction is not completed in accordance with the final site plan, as may have been amended and approved, as required by the Planning Board, within 24 months after approval, the applicant may request that the Director of the building department extend the time to complete construction for 180 days. A maximum of two 6 month extensions may be granted at the discretion of the Director of the building department. If the owner and/or operator fails to perform substantial construction after 36 months, the approvals shall expire.

B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for 12 months, the Town of Orangetown may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The decommissioning plan must be completed within 3 days of notification.

C. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town of Orangetown may, at its discretion, utilize the bond and/or security for the removal of the Solar Energy System and restoration of the site in accordance with the decommissioning plan.

17.11. Enforcement

Any violation of this Solar Energy Law shall be subject to the same enforcement requirements, including the civil and criminal penalties, provided for in the zoning or land use regulations of Town of Orangetown.

17.12. Severability

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

17.13. Effective Date.

This Local Law shall become effective immediately upon being filed with the Secretary of State.

APPENDIX 1: HEIGHT REQUIREMENTS

The following table displays height requirements for each type of Solar Energy Systems. The height of systems will be measured from the highest natural grade below each solar panel.

Table 3: Height Requirements

	Tier 1 Roof-Mounted	Tier 2	Tier 3
Zoning District			
Residential Low Density	2' above roof	10'	--
Residential High Density	2' above roof	10'	--
Commercial / Business	4' above roof	15'	20'
Light Industrial	4' above roof	15'	20'
Heavy Industrial	4' above roof	15'	20'
Agricultural / Residential	2' above roof	15'	20'

Key:

--: Not Allowed

APPENDIX 2: EXAMPLE DECOMMISSIONING PLAN

Date: [Date]

Decommissioning Plan for [Solar Project Name], located at:
[Solar Project Address]

Prepared and Submitted by [Solar Developer Name], the owner of [Solar Farm Name]

As required by Town of Orangetown, [Solar Developer Name] presents this decommissioning plan for [Solar Project Name] (the “Facility”).

Decommissioning will occur as a result of any of the following conditions:

- 1. The land lease, if any, ends
- 2. The system does not produce power for 12 months
- 3. The system is damaged and will not be repaired or replaced

The owner of the Facility, as provided for in its lease with the landowner, shall restore the property to its condition as it existed before the Facility was installed, pursuant to which may include the following:

- 1. Removal of all operator-owned equipment, concrete, conduits, structures, fencing, and foundations to a depth of 36 inches below the soil surface.
- 2. Removal of any solid and hazardous waste caused by the Facility in accordance with local, state and federal waste disposal regulations.
- 3. Removal of all graveled areas and access roads unless the landowner requests in writing for it to remain.

All said removal and decommissioning shall occur within 12 months of the Facility ceasing to produce power for sale.

The owner of the Facility, currently [Solar Developer Name], is responsible for this decommissioning.

Facility Owner Signature: _____ Date: _____

PHILLIPS & MILLMAN

ATTORNEYS AT LAW

THE FIRM CHOICE

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148 SOUTH LIBERTY DRIVE
STONY POINT, NEW YORK 10980
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* JOSEPH A. RAIA
+ WARREN P. KOSSIN
+ HON. CHARLES APOTHEKER
+* ARMAND P. MELE

NEW JERSEY OFFICE
346 GRAND AVENUE
ENGLEWOOD, NEW JERSEY 07631
201.894.1104
ALL CORRESPONDENCE TO NEW YORK

PARALEGAL
ISABEL ACEVEDO
KIMBERLY LASCANO
JOSEPH A. GREELEY
+ MEMBER NY
* MEMBER NJ

October 17, 2019

VIA FAX (845) 359-5126, Regular Mail
E-MAIL – supervisor@orangetown.com

Hon. Chris Day, Town Supervisor
Town Board
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: Zone Change
“LO” to “CC” District
576 Route 303

Dear Supervisor Day and Honorable Town Board Members:

As you are aware, Gerald Bieber’s zone change application is currently scheduled on the Town Board’s agenda for public hearing Tuesday, October 22, 2019 at 7:30 P.M.

We respectfully request that this matter be adjourned to November 19, 2019 at 7:30 P.M to supplement the petition with a Traffic Impact Study Report.

Thank you for your attention and cooperation to this matter.

Very truly yours,



Frank J. Phillips

cc: **VIA FAX (845) 359-5126**
E-MAIL TownClerk@orangetown.com
Town Clerk

VIA FAX (845) 359-2715 and
E-MAIL rmagrino@orangetown.com
Robert V. Magrino, Esq., Town Attorney

VIA E-MAIL jatzl@anzny.com
John R. Atzl, PLS

VIA E-MAIL prestigeL@aol.com
Gerald Bieber

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE
TOWN OF ORANGETOWN
AND THE
BLAUVELT VOLUNTEER FIRE COMPANY, INC.
FOR YEAR 2020**

THIS AGREEMENT made as of the ____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, County of Rockland and the State of New York, hereinafter designated as the party of the first part, and the BLAUVELT VOLUNTEER FIRE COMPANY, INC., 548 Western Highway, Blauvelt, New York 10913, hereinafter designated as the party of the second part.

-WITNESSETH-

WHEREAS, there has been duly established in the Town of Orangetown a Fire Protection District known as the “Blauvelt Fire Protection District”, embracing territory in the Town in and about the hamlet of Blauvelt as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Orangetown on April 29, 1946, and as described in the extensions of territory duly adopted thereafter; and

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Volunteer Fire Company, Inc. for the furnishing of fire protection in the District;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **the ____ day of _____, 2019 at _____ P.M.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, party of the first part, hereinafter “Town”, duly authorized a contract with the Blauvelt Volunteer Fire Company, Inc., party of the second part, hereinafter “Fire Company”, for fire protection in the Blauvelt Fire Protection District, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Blauvelt Volunteer Fire Company, Inc., party of the second part; and the Fire Company has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Directors.

NOW, THEREFORE, the Town does engage the Fire Company to furnish fire protection to said District, and Fire Company agrees to furnish such protection in the manner following, to wit:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and, when notified by alarm or telephone call from any person within the District, of a fire within the District, the Fire Company shall respond and attend the fire without delay, with suitable fire fighting equipment. Upon arriving at the scene of the fire, the members of the Fire Company attending, shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of such fire protection and the use of the apparatus of the party of the second part, the Fire Company shall receive _____ AND 00/100 (\$_____,_____.00) DOLLARS plus Workers Compensation Insurance costs for the year 2020 totaling _____ AND 00/100 (\$_____,_____.00) DOLLARS, for a total of _____ AND 00/100 (\$_____,_____.00) DOLLARS, plus any increase in the cost of Workers Compensation Insurance above the \$_____.00 allotted, covering all services rendered during the period of the year 2020, and the Town covenants and agrees on behalf of the said Fire Protection District to pay the said sum to the Fire Company as soon as the funds are available from the taxes levied.

3. The Town shall also be responsible for the payment of the necessary cost of casualty insurance as provided in Section 205 of the General Municipal Law and such insurance as may be required for compliance with the Volunteer Firemens' Benefit Law and Chapter 64-A of the Consolidated Laws of New York.

4. The Fire Company agrees to obtain, maintain in force and pay for insurance, including, but not necessarily restricted to the following:

- a. Blanket Accident Policy for fire companies;
- b. General Comprehensive Liability, except automobiles, with limits of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and an Umbrella/Excess Liability policy of at least FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS;
- c. Automobile Liability with a Combined Single Limit of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS;
- d. All of the foregoing policies shall have the necessary endorsement to include coverage while the fire company is participating in any mutual aid plan, or rendering fire service services outside of their fire protection district.

5. Original or duplicate policies of insurance, or evidence of insurance on an ACORD 25 (in the case of liability insurance) form of certificate, each in effect for a period of not less than one (1) year and showing the Town of Orangetown as an additional named insured shall be delivered to the Town.

6. In addition, each insurance policy shall include a provision that such policy will not be canceled, altered or in any way limited in coverage or reduced in amount unless the Town is notified in writing at least thirty (30) days prior to such cancellation or change.

7. Each insurance policy will be written on such forms as are reasonably acceptable to the Town by insurance companies authorized or licensed to do business in the State of New York and having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX, and which companies are otherwise reasonably acceptable to the Town.

8. Should any loss of damage whatever be sustained to the fire apparatus or equipment of the Fire Company in answering or attending or returning from a call to attend a fire or drill within or without said District, irrespective of the cause thereof, the cost of said damage shall not be a charge against the Town.

9. All moneys to be paid under any provision of this Agreement shall be a charge against the said Fire Protection District, to be assessed and levied upon the taxable property of the said District, and collected with the Town taxes.

10. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and Section 103B of the General Municipal law of the State of New York as amended by Chapter 605 of the Laws of 1959, effective July 1, 1959. Upon the refusal of the contractor when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. Such person, and any firm, partnership or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of (5) five years after such refusal, and to provide also that;
- b. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation

for goods delivered or work done prior to the cancellation or termination shall be paid.

- c. Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.
- d. If any other occupation is required on this work, the contractor shall request the Chief Fiscal Officer for supplemental schedule covering such occupation.

11. It is hereby agreed by and between the parties hereto that the Fire Company shall post and maintain the Notices of the New York State Division of Human Rights (in accordance with 9 NYCRR §466.4) indicating the substantive provisions of the Laws Against Discrimination, where complaints may be filed and other pertinent information. Such Notices shall be posted in easily accessible and well-lighted places customarily frequented by the public.

12. The Fire Department agrees to comply with the provisions of Section 189 of the Town Law with regard to fire inspection of property in contract areas.

13. The books and records of the Fire Company will be kept in such form and manner as may be prescribed by the Department of Audit and Control for municipal corporations or agencies thereof and said books shall be subject to audit by the Department of Audit and Control. The Town Board reserves the right to require an audit of the books and records of the Fire Company at the expense of that company.

14. The Fire Company agrees to and shall indemnify, save and hold harmless, the Town of Orangetown, its officers, agents, employees and/or servants, from any and all claims, demands, suits, actions and judgments for the recovery of money, damages or otherwise, including but not limited to attorneys' fees, costs and expenses, for or on account of any occurrence resulting in bodily injury, death or property damages sustained by any person, firm, corporation or entity as a result of the performance of any of the obligations, responsibilities and/or duties of the Fire Company, its officers, agents, employees and servants, hereunder, and/or as a result of the carelessness, negligence or recklessness of the party of the second part, its officers, agents, employees and/or servants, and/or as a result of any act of omission or commission of the Fire Company, its officers, agents, employees and servants, and/or imposed upon the party of the first part statutory or by operation of law by reason of this Agreement.

15. This Agreement shall continue for a period of one (1) year commencing January 1, 2020 and ending December 31, 2020.

BLAUVELT VOLUNTEER FIRE COMPANY, INC.

(S E A L)

By: _____
Robert Clifford, Chairman
Board of Directors

TOWN OF ORANGETOWN

By: _____
Supervisor _____

ATTEST:

Thomas Diviny, Councilman

Rosanna Sfraga, Town Clerk

Gerald Bottari, Councilman

(S E A L)

Denis Troy, Councilman

Paul Valentine, Councilman

ACKNOWLEDGMENT

STATE OF NEW YORK)

SS.:

COUNTY OF ROCKLAND)

On the ___ day of _____, 201____, before me personally came _____, GERALD BOTTARI, THOMAS DIVINY, DENIS TROY and PAUL VALENTINE, to me known and known to me, who, each being duly sworn, did depose, and say:

That she, _____, is the Supervisor of the Town of Orangetown; that she resides at _____, New York;

That he, Gerald Bottari, is a Councilman of the Town of Orangetown; that he resides at Blauvelt, New York;

That he, Thomas Diviny, is a Councilman of the Town of Orangetown, that he resides at Pearl River, New York;

That he, Denis Troy, is a Councilman of the Town of Orangetown; that he resides at Pearl River, New York; and

That he, Paul Valentine, is a Councilman of the Town of Orangetown; that he resides at Blauvelt, New York.

That they know the seal of said Town; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of the Town of Orangetown, and that they signed the same by virtue of a like order of said Town Board of the Town of Orangetown.

Notary Public

ACKNOWLEDGMENT – Blauvelt Volunteer Fire Company, Inc.

STATE OF NEW YORK)

SS.:

COUNTY OF ROCKLAND)

On this _____ day of _____, 201____, before me personally came ROBERT CLIFFORD, to me known, who, being by me duly sworn, did depose and say that he resides at Blauvelt, New York and that he is Chairman of the Board of Directors of the BLAUVELT VOLUNTEER FIRE COMPANY, INC., the corporation described in and which executed the foregoing Agreement; and that he knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he signed the same as Chairman of said Corporation by virtue of a like order of said Board of Directors.

Notary Public, State of New York

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Orangetown at Orangetown Town Hall, No. 26 Orangeburg Road, Orangeburg, New York on the ____ day of November, 2019, at _____ P.M. for the purpose of considering contracting with the Blauvelt Free Library, the Orangeburg Library, the Palisades Free Library and the Tappan Free Library, to provide library services to and throughout the Orangetown Library District, as well as to the residents of Sparkill as delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, within the Town.

The proposed contracts, among other things, requires the Library to have and to provide library services within the boundaries of its' own district as well as to the residents of Sparkill as delineated in Chapter 494 of the Laws of 2012; to operate on such days and periods of time to render adequate service to the inhabitants of the area served by the Library; to carry all necessary forms of insurance coverage, including liability coverage, not otherwise required by law to be provided by the Town; and such other incidental terms as may be necessary or proper in connection with such contracting.

The proposed contract is for a period of ONE (1) year, commencing January 1, 2020, for , which costs(s) shall be assessed and levied against the taxable properties located within said Orangetown Library District, and the residents of Sparkill as delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, of the Town.

At the time and place of the public hearing specified above, all interested persons will be given an opportunity to be heard.

By order of the Town Board of the Town of Orangetown.

DATED: Orangeburg, New York
_____, 2019

Rosanna Sfraga
Town Clerk

Robert V. Magrino
Town Attorney

Preliminary Budget Attachment

TOWN BOARD

RESOLUTION TO ADOPT / APPROVE ADJUSTMENTS / 2020 PRELIMINARY BUDGET

<u>Line Item</u>	<u>Description</u>	<u>Supervisor</u>	<u>Preliminary</u>	<u>Change</u>	<u>Fund</u>	<u>Dept</u>
A.1682.012	CENTRAL DATA.TIME & ONE HALF	\$ -	\$ 19,000	\$ 19,000	A	IT
A.1682.013	CENTRAL DATA.SEASONAL & PART TIME	\$ 14,500	\$ 22,000	\$ 7,500	A	IT
A.1682.440.13	CENTRAL DATA.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	\$ -	\$ 19,400	\$ 19,400	A	IT
A.1682.441	CENTRAL DATA.SCHOOLS & CONFERENCES	\$ -	\$ 7,500	\$ 7,500	A	IT
A.1682.440.01	CENTRAL DATA.OFFICE SUPPLIES & PRINT	\$ 1,500	\$ 2,500	\$ 1,000	A	IT
B.3620.471.17	SAFETY INSPECTION SERVICE.TELEPHONE.OTHER THAN POLICE	\$ 4,000	\$ 7,840	\$ 3,840	B	Bldg.
B.3120.011.16	POLICE.PERMANENT STAFF.POLICE	\$ 11,678,513	\$ 11,789,057	\$ 110,544	B	Police
B.3120.012.16	POLICE.TIME & ONE HALF.POLICE	\$ 1,486,250	\$ 1,536,250	\$ 50,000	B	Police
B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	\$ 4,847,847	\$ 4,897,847	\$ 50,000	B	Police
				\$ 268,784		
	Increase Taxes Collected in respective Funds			\$ 268,784		

Town of Orangetown Town Board

Date: August 27, 2019

Response to request that the Town of Orangetown Town Board be designated to serve as Lead Agency for the:

PURSUANT TO NY GML - PROPOSED CHANGE TO THE CODE OF THE TOWN OF ORANGETOWN, CHAPTER 43, ARTICLE IV, LOT AND BULK CONTROLS FOR PAC DEVELOPMENTS

The Village of Nyack agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

9/16/19
Date

Robert James Galvin, ACEP
(Signature)

ROBERT JAMES GALVIN, Village Planner
(Print Name and Title)

Village of Nyack Planning Dept / Building Dept.
(Name of Agency)

Encl.

Town of Orangetown Town Board

Date: August 26, 2019

Response to request that the Town of Orangetown Town Board be designated to serve as Lead Agency for the:

RE: PURSUANT TO NY GML – PROPOSED CHANGE TO THE CODE OF THE TOWN OF ORANGETOWN, CHAPTER 43, ARTICLE IV, LOT AND BULK CONTROLS FOR PAC DEVELOPMENTS

The Orangetown Planning Board agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

September 16, 2019
Date



(Signature)

Thomas Warden

(Print Name and Title)

Town of Orangetown Planning Board
(Name of Agency)

Encl.

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970
Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Acting Commissioner

Arlene R. Miller
Deputy Commissioner

September 24, 2019

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date:

Date Review Received: 8/28/2019

Item: *TOWN OF ORANGETOWN - LOT & BULK CONTROLS FOR PAC DEVELOPMENT (O-2051C)*

Zoning code amendment to Chapter 43, Article IV, Lot and Bulk Controls for PAC Development, of the Town Code to only allow the Town Board to modify the minimum lot area, maximum floor area ratio and/or maximum density for potential redevelopment sites within the CS District by a vote of a majority plus one. In addition, the requirements that a redevelopment within the CS District must have a minimum lot area of 40,000 SF, maximum floor area ratio of 0.45, and a maximum density to not exceed seven dwelling units per acre have been eliminated.

Throughout the Town

Reason for Referral:

State and County roads; County streams; Villages of Chestnut Ridge, Grand View-on-Hudson, Nyack, Piermont, and South Nyack; Town of Clarkstown

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

****Disapprove***

The proposed zoning code amendments seem to be diluting the requirements for the Planned Adult Community (PAC) Overlay Zone in the CS zoning district. Specific criteria are provided to help realize the goals of the Town regarding the provision of senior housing needs, while balancing community character and quality of life issues, and ensuring that overdevelopment does not occur. Several of the criteria within the CS zoning district are already listed as "TBD", allowing great flexibility for PAC projects.

The current amendments, which include the elimination of very critical bulk regulations that help to define a project's size and impact to the surrounding neighborhood, permit the Town Board to modify lot area, floor area ratio, and density, resulting in almost a "carte blanche" for the CS zoning districts, since the only other criteria defined in the zoning ordinance are building height, street frontage, and parking. The consequences of having minimal to no parameters for PAC developments in the CS zoning district may be a development proposal that is much denser than desired, out of scale with the surroundings, incompatible with the neighborhood, and which

TOWN OF ORANGETOWN - LOT & BULK CONTROLS FOR PAC DEVELOPMENT (O-2051C)

contain no amenities that are beneficial to the residents or community. Without having basic standards, the decisions of the Town Board to allow denser construction that ignores bulk, yard, and setback requirements could be considered arbitrary and capricious, especially if no rationale or justification for permitting the development exists.

If most of the standards are to be determined by the Town Board, then specific criteria must be established to guide them in their decision-making process to avoid subjectivity and developer-driven projects. We strongly urge the Town Board to not eliminate the lot area, floor area ratio, or density parameters for PAC developments in the CS zoning district.



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Supervisor Chris Day, Orangetown
Rockland County Department of Highways

Town of Clarkstown
Villages of Chestnut Ridge, Grand View-on-Hudson,
Piermont, Nyack, and South Nyack

Rockland County Planning Board Members

**NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings.*

The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

LOCAL LAW NO. ____ OF 2019 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO AMEND THE TOWN CODE WITH RESPECT TO PLANNED ADULT
COMMUNITY ZONING

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS
FOLLOWS:

Section 1.

Article IV of Chapter 43 of the Town Code entitled “Zoning”, §4.69 (B) providing for Lot and Bulk controls for PAC developments is amended as follows (Additions are underlined, deletions are ~~stricken~~):

4.69 Lot and bulk controls for PAC developments.

B. Potential redevelopment sites within a CS District.

(1) For eligible hamlet center sites physically located within a CS specified zoning district in Blauvelt, Tappan, Orangeburg, Sparkill and Pearl River, the Town Board may modify lot and bulk controls as part of its consideration of the rezoning to PAC, provided such modifications are designed to ensure compatibility with the building context of the CS District and areas adjacent to the subject site, including building setbacks to maintain the contextual streetscapes. Building context shall be determined by the Town Board through the review of actual dimensions (lot and bulk) for adjacent buildings and buildings across the street from the proposed redevelopment site. **Notwithstanding the foregoing, the Town Board may only modify the minimum lot area, maximum floor area ratio and/or maximum density, by a vote of a majority plus one of all the members thereof, whether present or not. In no event may the maximum floor area ratio be modified to more than 1.25.**

(2) In order to ensure contextual development in terms of use, the ground-floor area of redevelopment sites shall include retail, personal service, restaurant or office use.

~~(3) Notwithstanding the contextual flexibility, the minimum lot area shall be 40,000 square feet, the maximum floor area ratio shall be 0.45 and the maximum density shall not exceed seven dwelling units per acre (six base density units plus up to one potential bonus unit per acre as otherwise specified herein).~~

Section 2. Severability Clause

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. Effective Date.

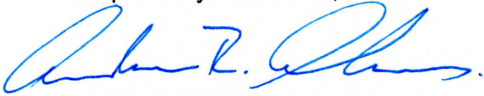
This Local Law shall become effective immediately upon being filed with the Secretary of State.

October 17, 2019

Dear Supervisor Day and the Town Board,

I, Andrew R. Andrews, will be resigning from ACABOR, effective October 21, 2019 and look forward to the Planning Board appointment.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrew R. Andrews", with a stylized flourish at the end.

Andrew R. Andrews



ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

September 10, 2019

The Honorable Chris Day
Supervisor, Town of Orangetown
26 West Orangeburg Road
Orangeburg, NY 10962

Dear Mr. Day:

I am pleased to announce that the Town of Orangetown has been awarded \$45,000 in federal funding under the FY2018 Cyber Security Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is October 1, 2019 through August 31, 2021.

As outlined in your application, this funding is provided to enhance and sustain your jurisdiction's cyber security posture as well as ensure that your information systems are secured and protected from cyber incidents through equipment, training, exercise, and planning projects.

Additionally, all capabilities developed through federal FY2018 SHSP funding are required to be deployable regionally and nationally per the Federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Anthony Bevelacqua, Director of Automated Systems, Town of Orangetown

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of the 7th day of October, 2019 by and between **ORANGE AND ROCKLAND UTILITIES, INC.** (“Licensor”), with an address of One Blue Hill Plaza, Pearl River, New York 10965, and **Orangetown Police Department** (“Licensee”), with an address of **26 Orangeburg Road Orangeburg NY**.

WITNESSETH:

WHEREAS, Licensee desires to attach **security cameras and cable for its private system** on certain utility poles, located in **Rockland** County which are owned or jointly owned and/or used by Licensor and others, (the “Poles”) which Poles will be designated in Exhibit A attached hereto, as such may be amended from time-to-time.

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the attachment of Licensee’s **Traffic Camera**, provided such attachment does not interfere with the operations of Licensor, or any other user of the Poles;

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

1. No use, however granted, of the Poles or payment of any fees or charges required under this Agreement shall create or vest in the Licensee any ownership or property right in the Poles, and nothing contained herein shall be construed in any way as indicating that Licensor has conveyed to Licensee any ownership or property right in the Poles.
2. Nothing contained herein shall be construed as affecting any rights previously conferred by Licensor by agreement to others to make attachment to the Poles, and Licensor shall continue to have all rights which it now possesses to grant such rights.
3. The Poles are and will continue to be used, operated, and maintained primarily for the purposes of Licensor, and Licensee’s use will be secondary.

4. Licensee will use the equipment attached to the Poles solely for the purpose of its **Traffic Camera** system.
5. Licensee shall, at its own cost and expense, maintain its attachments to the Poles so as to provide a minimum of 40 inches of clearance between Licensor's and Licensee's attachments and a minimum of 6 inches of clearance between Licensee's attachments and the attachments of any other user of the Poles.
6. Licensee shall, at its own cost and expense, maintain its attachments to the Poles in a safe condition and in good repair.
7. Licensee shall exercise special precautions to avoid damage to the facilities of Licensor and any other user of the Poles, and hereby assumes responsibility for any and all loss resulting from such damage caused by the acts, omissions or facilities of Licensee, its employees, contractors, or agents. Licensee shall make an immediate report to Licensor's Manager - Risk Management, c/o Orange and Rockland Utilities, Inc., One Blue Hill Plaza, Pearl River, NY 10965, of any such damage and shall reimburse Licensor and any other user of the Poles for all expenses incurred in repairing any such damage. The requirements of this paragraph are in addition to and not in limitation of the requirements set forth in Paragraph 13 below.
8. Licensee shall not, at any time, make any changes in the location of the attachments on the Poles without Licensor's prior written consent, except in cases of emergency in which case oral permission must first be obtained from Licensor's Service Operations Supervisor (Radio Dispatcher) at 845-352-6046, Spring Valley, NY. Such permission shall be confirmed in writing within five days of the time oral permission is given.
9. **All Licensee attachments permitted by Licensor shall be tagged by Licensee in a manner specified by the Licensor such that Licensor can identify Licensee's attachments at ground level.,**
10. At Licensee's expense, Licensor shall perform periodic inspections of Licensee's attachments licensed by Licensor, provided, however that Licensee shall not be responsible for the costs of more than one such inspection per year. The fees associated with the periodic inspection shall be paid by Licensee, who will be billed at Licensor's prevailing billing rates, as the same may

be adjusted from time-to-time. A copy of Licensor's current billing rates is attached hereto as Exhibit B. Licensor will provide the results of said inspections in writing within 30 days of each inspection, and Licensee may rely on the results of such inspections in connection with documenting compliance with the terms of this Agreement. The discovery of any unauthorized attachments will result in the immediate termination of this License Agreement and will require removal of all attachments within 30 days of notification of termination by Licensor.

11. Licensee shall pay Licensor a pole attachment fee each month per attachment for (i) sole-owned electric Poles and (ii) joint-owned Poles on which the attachment is in Electric's custodial area. Where there are joint-owned poles and no custodial area, the pole attachment fee will be the sole-owned pole fee proportioned by the pole ownership ratio. The annual attachment fee shall be payable in advance and is due in January. The pole attachment fee shall be reviewed and re-determined annually and shall be adjusted and effective as of January 1st of the then current year.
12. Licensee shall indemnify, hold harmless and defend Licensor and its affiliates, and its and their officers, employees, directors, trustees, representatives, and agents from and against any and all claims, actions, liabilities, demands, damages, liens, losses, costs, expenses (including legal fees), judgments, and settlements of any nature whatsoever arising out of or incidental to this Agreement or work performed thereunder unless due to the gross negligence or intentional acts of Licensor, its officers, employees, representatives or agents. In the event any suit, claim or proceeding, whether groundless or not, within the intendment of this provision is brought against Licensor, Licensee, upon notice from Licensor, shall defend the same at Licensee's own expense. This provision shall survive the termination of this Agreement.
13. Neither Licensor nor any other user of the Poles shall be liable to Licensee for any interruption of Licensee's private system or for any damage to Licensee's wires or equipment to perform as intended, arising in any manner. With respect to any such interruption or damage, Licensee specifically waives any claim against Licensor or any other user of the Poles, for consequential damages or loss of profits, irrespective of any fault, failure, negligence or alleged negligence on the part of Licensor or any other user of the Poles.

14. (a) Before commencing its attachment to the Poles, Licensee shall procure and maintain, at its own expense for the time period specified below, the following minimum insurance in forms and with insurance companies acceptable to the Licensor:
- (1) **Workers' Compensation** Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, and Employer's Liability Insurance with a minimum limit of \$500,000.
 - (2) **General Liability** Insurance including Personal Injury, Broad Form Property Damage, Products/Completed Operations, Contractual Liability Insurance covering all operations required to attach and maintain Licensee's cable with minimum limits of liability of \$2,000,000 per occurrence.
 - (3) **Automobile Liability** Insurance, including coverage for all owned, non-owned and hired automotive equipment used by Licensee so as to attach or maintain Licensee's cable with minimum limits of liability of \$1,000,000 per occurrence.
- (b) If any of the work required to attach or maintain Licensee's cable is subcontracted, Licensee shall require each subcontractor to carry all insurance required under this Section and to submit standard Acord Certificates of Insurance to the Licensor prior to subcontractor's commencement of its work.
- (c) For all insurance required hereunder, except Workers' Compensation and Employers Liability, the Licensor shall be named as an additional insured.
- (d) All of the insurance required hereunder shall be primary to any or all other insurance coverage and shall not contribute with similar insurance in effect for the Licensor.
- (e) All insurance required hereunder shall contain provisions wherein all rights of subrogation or recovery of any kind against the Licensor, its agents, employees, officers, successors and assigns are specifically waived by Licensee and the insuring entity.

- (f) All insurance where the Licensor is an additional insured must contain provisions which state that the policy will respond to claims or suits by the Licensor against Licensee or any other insured thereunder.
- (g) All insurance required hereunder shall provide insurance for occurrence during the effective dates of this Agreement and for a period of two years thereafter. In the event that any insurance as required herein is available only on a “claims-made” basis, such insurance shall provide for a retroactive date not later than the effective date of the Agreement and such insurance shall be maintained by Licensee, with a retroactive date not later than the retroactive date required above, for a minimum period of five years after the termination of the agreement.
- (h) All insurance required herein shall be issued by an insurer licensed to do business in the States of New York and New Jersey and shall have a Best’s Rating of not less than “A minus” and a net surplus of not less than \$25,000,000.
- (i) Licensee’s insurance carrier shall notify the Licensor of any material change in, or or cancellation of, the insurance required hereunder at least 30 days prior to the effective date of any such change or cancellation.
- (j) Prior to the attachment of any cable to the Poles, Licensee shall provide, for the Licensor’s review and approval, a Certificate of Insurance verifying the existence of insurance coverage in compliance with above requirements, from insurance companies acceptable to Licensor. Unless otherwise specified, the Certificate of Insurance should be mailed to:

Orange and Rockland Utilities, Inc.
Joint Use Facilities Department
390 West Route 59
Spring Valley, NY 10977

- 15. Unless previously terminated pursuant to its terms, this Agreement shall continue in effect for a term of five years and shall remain in effect thereafter until terminated by Licensor upon 90 days notice to Licensee, or until termination by Licensee effective upon Licensee’s removal of its attachments from the Poles and Licensor’s inspection and approval thereof.

16. If Licensee: (i) fails to perform any of the covenants, conditions, terms or provisions of this Agreement and, except where a specified time is provided for the performance of the covenant or condition, when such default is not made good within 30 days after written notice, or (ii) is adjudicated a bankrupt or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or if a permanent receiver or trustee is appointed for Licensee's property or if a temporary receiver is appointed for its property and such appointment is not vacated within 90 days, then, and in any of such events, Licensor may, at its option, on five days notice in writing, terminate this agreement and the terms hereof.
17. Termination of this Agreement under the provisions of Paragraph 15 or of Paragraph 16 above, shall not relieve Licensee from any liability or obligation hereunder.
18. If this Agreement is terminated under the provisions of Paragraph 15 or Paragraph 16 above, Licensee shall remove its attachments from the Poles within 30 days of the effective date of such termination. If Licensee fails to remove its attachments within 30 days of termination, Licensor may remove the attachments and charge Licensee with the cost of such removal.
19. Licensee shall not assign, transfer, sublet, or otherwise encumber this Agreement without Licensor's express prior written consent and any such assignment without such consent shall be void.
20. To the extent that any Makeready work (as defined therein) is required, it will be performed in accordance with Attachment 1.
21. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous offers, proposals, agreements or discussions between the parties relating to the subject matter hereof. The Agreement may not be modified or amended, nor may any obligation of either party be changed or modified, except in writing signed by the duly authorized officers or agents of the parties.
22. Licensee hereby waives any right to trial by jury in any litigation arising out of this Agreement or out of its use of space on the Poles.

23 Except as otherwise agreed in writing by the parties, any written notification to be given to Licensee under this Agreement shall be effective only if it is in writing and (1) delivered by hand (against signed receipt); (ii) sent postage prepaid, certified or registered mail, return receipt requested, (iii) sent by nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written receipt; or (iv) sent by facsimile after with a confirming hard copy by regular mail, addressed as follows:

Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, NY 10977
Attention: Joint Use Facilities
Fax: (845) 577-3074

24. Except as otherwise agreed in writing by the parties, any written notification to be given to Licensee under this Agreement shall be effective only if it is in writing and (1) delivered by hand (against signed receipt); (ii) sent postage prepaid, certified or registered mail, return receipt requested, (iii) sent by nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written receipt; or (iv) sent by facsimile after with a confirming hard copy by regular mail, addressed as follows:

Chief Donald Butterworth
26 Orangeburg Road
Orangeburg NY 10962
Phone: 845-359-3700
Fax:

25. This Agreement shall be governed by and interpreted according to the laws of the State of New York without giving effect to the conflict or law principles thereof. The parties hereto consent to the exclusive jurisdiction of the state or federal courts situated in the County of Rockland or City of New York for purposes of any legal action arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

ORANGE AND ROCKLAND UTILITIES, INC.

By _____

Title _____

Date _____

Orangetown Police Department

By _____

Title _____

Date _____

EXHIBIT A

REQUEST

Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, NY 10977
Attention: Joint Use Facilities

In accordance with the terms of the Agreement between us, dated as of _____, 2005, request is hereby made for a Notice for the following Poles:

Also see attached drawing.

Cable or Equipment To Be Attached

Pole Numbers 61138 39821

See attached sheet(s)

By _____
Dated _____

NOTICE

Notice Number _____ is hereby provided for such of the above Poles as have not been stricken from the above list. Attached is our invoice which also describes what Makeready work is necessary.

Orange and Rockland Utilities, Inc.
By _____
Dated _____

CONFIRMATION

The undersigned confirms Notice Number _____. Attached are the payment and insurance certificate, as required in our Agreement.

By _____
Dated _____

ENDORSEMENT

The Makeready Work required for the above attachments is complete. This endorsement authorizes you to make the attachments described above. Attachment fees, as provided for in the Agreement, begin to accrue 30 days from the date of this Endorsement.

Orange and Rockland Utilities, Inc.
By _____
Dated _____



EXHIBIT B

Fee Schedule (Effective January 1, 2004)

Pre- and Post Walk Inspection (1)

	<u>Straight Time Basis</u>	<u>Overtime Basis (2)</u>
Engineering	\$8.40 pre-walk \$6.30 post-walk \$6.30 periodic inspection	\$12.59 pre-walk \$ 9.45 post-walk

- (1) The inspection rates per pole attachment listed above are for combined utility field walks that are required to ensure satisfactory pole attachments. The inspection rates per pole attachment for post-walks are also applicable to the periodic Licensor inspections of Licensee's attachments.
- (2) Work shall not be performed on an overtime basis except with the prior approval of Licensee.
- (3) Licensor (Orange and Rockland Utilities, Inc.) reserves the right to update the fee schedule annually.

ARTICLE I

MAKEREADY WORK DEFINITIONS

SECTION I

- A. **Request:** The document appended to this agreement as EXHIBIT A, when it has been submitted by Licensee to Licensor.
- B. **Notice:** The Request when it has been returned by Licensor to Licensee.
- C. **Confirmation:** The Notice when it has been submitted by Licensee to Licensor.
- D. **Endorsement:** The Confirmation when it has been returned by Licensor to Licensee.
- E. **Active Endorsement:** An Endorsement which has not been canceled for any reason.
- F. **Any Other User:** Any person, who has a right, by agreement, as of the date of this Agreement, to attach facilities to poles or, who may in the future by agreement, obtain such right.
- G. **Makeready Work:** Surveys by Licensor to determine the availability for the attachment of Licensee's equipment to Poles, the work required by Licensor to make such Poles physically available for the attachment of Licensee's equipment, including bonding and grounding Licensee's support strand and equipment to that of the Licensor, and Any Other User; the work required by Licensor to prepare and deliver the invoices contemplated under this agreement; and the work required by Licensor to inspect Licensee's attachments.

ARTICLE II

GENERAL AGREEMENTS

SECTION 2

- A. Licensee shall have no right to attach its equipment to any Poles owned and/or used by Licensor until an Endorsement is issued specifically covering such Poles and further agrees not to make any such attachments until it has received such Endorsement.
- B. Licensee will use any equipment attached to Poles pursuant to Endorsement provided hereunder solely to provide telecommunication services.

- C. Licensee shall pay promptly the Charges described in Section 6(C) and any costs incurred by Licensor or charged to Licensor in connection with or arising out of this agreement, as hereinafter provided.
- D. Nothing herein contained shall be construed to compel Licensor to extend, place or maintain any of its facilities not needed for its own service requirements.

SECTION 3

The geographical area covered by this Agreement is Licensor's service territory within the County of **Rockland**.

ARTICLE III
REQUEST, SURVEY AND NOTICE

SECTION 4

Whenever Licensee wishes Licensor to provide a Notice for any Poles covered hereby, it shall make Request to Licensor therefor, in duplicate, in the form as attached as EXHIBIT A hereto. Licensee shall specify in the Request the Pole numbers and locations for which it desires Notice and shall specify the cables or other equipment it wished to attach to each Pole.

SECTION 5

Licensor, upon receipt of the Request, shall make appropriate surveys of such Poles in consultation with representatives of Any Other User, and Licensee to determine, among other things, whether such Poles are available for Licensee's attachments; and, if available, the Makeready Work that will be required. The fees associated with the surveys will be paid by the Licensee, who will be billed at Licensor's prevailing billing rates, as the same may be adjusted from time-to-time. A copy of Licensor's billing rates is attached to the Agreement as Exhibit B.

SECTION 6

- A. Licensor shall give Notice to Licensee, in the form as attached as EXHIBIT A hereto, that it:
 - (i) Does not object to attachment of Licensee's equipment to the Poles described by the Request as are not crossed out by Licensor subject to the conditions in this agreement; and/or
 - (ii) Does object to attachment of Licensee's equipment to such Poles described by the Request as are crossed out by Licensor and the reason for the objection.
- B. Licensor shall assign the next consecutive number in a series designed to provide a written record of all Notices.
- C. Licensor shall, at the time that it gives Notice, provide to Licensee an invoice for the Charges associated with the Makeready Work.

- D. Licensor shall make every reasonable effort to satisfy itself that it has determined the full extent of the Makeready Work. Nothing in the Agreement however, shall prevent Licensor from planning or making, at any time, whatever additional changes may be required to satisfy its service requirements, to remove hazardous conditions, or to provide for attachments of the equipment of Any Other User. Licensee agrees to reimburse Licensor for any costs of additional changes occasioned solely by the presence of Licensee attachments, except for those changes, which occur within two years after completion of the initial Makeready Work.
- E. In the event that Licensee is required to obtain an easement or right-of-way for its Attachments to the Poles, it shall obtain such easement or right-of-way at no cost to Licensor.

SECTION 7

- A. Upon Licensee's request, Licensor shall permit Licensee to review the work prints, together with available supporting costing details, in order that Licensee may satisfy itself as to the contemplated Makeready Work and associated costs and that the Makeready Work will be performed in accordance with the current edition of the National Electric Safety Code, the American National Standards Institute, and Licensor's Construction Standards.

ARTICLE IV

**CONFIRMATION, COMPLETION OF
MAKEREADY WORK AND ENDORSEMENT**

SECTION 8

- A. Licensee shall, within 30 days after Licensor gives Notice, confirm the Notice, in duplicate, in the form attached as EXHIBIT A hereto.
- B. The absence of Confirmation within 30 days shall automatically result in the cancellation of the Notice. In this event, Licensee shall immediately pay to Licensor such portion of the invoice that represents that part of the Makeready Work that has been completed.
- C. At the time that Licensee confirms the Notice it shall:
 - (i) Pay to Licensor the full amount of Makeready charges; and
 - (ii) Provide or update as may be necessary the insurance policies described in Paragraph 14 of the Agreement.

SECTION 9

- A. Work required to be performed prior to, and because of, attachment of Licensee equipment, including but not limited to the initial survey, re-arrangement of existing equipment, guying and anchoring, pole replacements, and construction inspections, shall

be referred to as “Makeready.” Similar work required after initial attachment to a pole solely because of the existence of Licensee attachments shall be referred to as “additional Makeready.”

SECTION 10

- A. Licensor will endeavor to cooperate with Any Other User in performing the Makeready Work, but does not undertake and expressly disclaims any right or obligation to require Any Other User to perform or cooperate in the performance of such Makeready Work.

SECTION 11

- A. Licensor, shall upon completion of the Makeready Work, endorse, date, and return copy of the Endorsement form as provided in EXHIBIT A hereto.
- B. The Endorsement shall be Licensee’s authority to make attachments to the Poles designated in the endorsed Notice.
- C. Attachment fees described in Paragraph 11 shall begin to accrue 30 days following the date of Endorsement for sole owned electric and joint owned poles in the Licensor’s custodial areas.

SECTION 12

Licensee shall in accordance with the provisions of Licensor’s then current tariff, make application apart from this Agreement to Licensor for the purchase of electric energy for any appliance that may now or in the future require the use of electric energy.

ARTICLE V

ATTACHMENTS AND MAINTENANCE OF ATTACHMENTS

SECTION 13

- A. Licensee, at its own cost and expense, shall construct, maintain, and replace all of its attachments on the Poles in accordance with the requirements and specifications of the National Electrical Safety Code, latest edition, and any amendments or revisions of said specifications or code, and in compliance with any rules or orders now in effect or that hereafter may be issued by the New York Public Service Commission, or other authority having jurisdiction over the Poles.

SECTION 14

Licensee shall, at its own cost and expense, maintain all of its attachments on the Poles in safe condition and in good repair. All tree trimming required on account of Licensee’s attachments shall be done by it at its sole expense and in a manner satisfactory to Licensor and Any Other User.



LIGHT
&
POWER
61138
39821

15K



O&R.U.ING

34



59

9W

Main St

Tandy Leather

B.A. Auto Sales

59

59

Main St

9W

9W

Google

Main St

78





TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: October 18, 2019

TO: Rosanna Sfraga, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2019

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

Angel Landscaping, Inc.
P.O. Box 35
Tappan, NY 10983
Tel.: 845-627-5296

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for October 22, 2019. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

DDM/mf
encl.

P.O. 27



**ROCKLAND COUNTY PERSONNEL OFFICE
JOB CLASSIFICATION QUESTIONNAIRE**

County, Town, Village, School District, Library or Special District TOWN OF ORANGETOWN	Department HIGHWAY	Position Title (if established) CLERK-STENOGRAPHER
This position requires: 35 Hours work per week 12 Months work per year		Rate of Pay \$ 42,782 Per ANNUM
Persons Supervising this position		
Name	Title	(Direct, Occasional, General) Type of Supervision
James J. Dean	Superintendent of Highways	Direct
Stephen F. Munno	Sr. Administrative Assistant	General
Karen A. Jahnes	Administrative Secretary I	General
Persons Supervised by Employee in this position		
Name	Title	Type of Supervision
Persons doing substantially the same kind and level of work		
Name	Title	Location of Position
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.	
30%	Take dictation and type from notes, rough notes, etc. Issue Drop-Off Center Permits, process payments and prepare bank deposits. Receive and file Requests for Services via telephone and in-person inquiries.	
30%	Answer telephone and in-person inquiries and answer routine questions from the public. Operate various office equipment and computer programs (Microsoft Office) in the performance of clerical work, i.e., computer, copier, scanner, calculator and fax machine.	
20%	Assist with preparation of bi-weekly report of Highway programs. Assist with compiling information for the tracking of departmental projects. Prepare bills for work performed for other municipal agencies.	
20%	Schedule appointments and meetings. Open, sort and distribute mail. Inventory, order and distribute office supplies.	

The above statements are accurate and complete

Signature: *Dawn A. Madison*

Date: 9/16/2019

Attach a separate sheet, if more space is needed. *rec'd 9.16.19*

TO BE COMPLETED BY THE APPOINTING OFFICER

Place an (X) mark opposite the item in each group which best describes the work of this position.

- | | |
|--|---|
| <input type="checkbox"/> Repetitive and routine.
<input checked="" type="checkbox"/> Routine, but involves some judgment to perform the duties.
<input type="checkbox"/> Complex, involving decision of order, of tasks and methods.
<input type="checkbox"/> Difficult, involving independent decisions as to scope and planning of projects and programs. | <input checked="" type="checkbox"/> Is under direct supervision.
<input type="checkbox"/> Works according to prescribed procedure with supervision available as needed.
<input type="checkbox"/> Is under general supervision as exercised through reports, conferences and job inspection.
<input type="checkbox"/> Is subject only to policies and administrative approval. |
| <input type="checkbox"/> Requires no previous training or special knowledge.
<input type="checkbox"/> Requires some basic abilities or knowledges of the general work.
<input type="checkbox"/> Requires good knowledge of the primary work.
<input checked="" type="checkbox"/> Requires thorough knowledge of all phases of the work.
<input type="checkbox"/> Requires a particular proficiency or skill in a specialized activity. | <input type="checkbox"/> Exercises direct supervision.
<input type="checkbox"/> Supervises, as required, through review of work.
<input type="checkbox"/> Exercises general supervision by means of reports and conferences.
<input type="checkbox"/> Regularly supervises 1 to 5 employees.
<input type="checkbox"/> Regularly supervises 6 to 15 employees.
<input type="checkbox"/> Regularly supervises over 15 employees. |

What minimum qualifications do you think should be required for this position?

Education: High school 4 years.
 College _____ years, with specialization in _____
 Other _____ years, with specialization in _____

Experience: (List amount and type)

Essential knowledges, skills and abilities:

Type of license or certificate required:

COMMENTS:

Ability to take dictation and/or type from notes. Ability to transcribe from recorded device. Good knowledge of business arithmetic. Ability to understand and carry out oral and written instructions. Ability to write legibly; ability to type at the rate of thirty-five (35) words a minute; clerical aptitude; numerical aptitude; high degree of accuracy.

Signature of appointing officer:

Signature: *[Handwritten Signature]* Date: 9/16/2019

CERTIFICATE OF PERSONNEL OFFICE

In accordance with the provisions of Civil Service Law, Section 22, and the Rockland County Rules, the Rockland County Personnel Office certifies that the appropriate civil service title for the position described is _____

CLERK-STENOGRAPHER (COMPETITIVE)

Signature: *Jennifer Nettie, Deputy* Date: 10/16/19
Lori Gruebel, Commissioner of Personnel

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY IF A NEW POSITION

The new position described by the title indicated in 8 above was established on _____ at a salary of \$ _____ or at salary grade No. _____

Signature: _____ Date: _____

RECEIVED

CARL A. SCHELIN POST No.1271

R.F.S #
45917

American Legion

P.O. Box 105
Tappan, New York 10983

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Chartered May 1945

October 10, 2019

Supervisor Chris Day
Orangetown Town Council
26 W. Orangeburg Road
Orangeburg, N.Y. 10962

To: Chris Day


As corresponding secretary for the Tappan American Legion Post 1271, I am writing to ask for your approval to have the Highway Department put up two mobile solar signs to advertise our Veterans Day Service on Monday, November 11.

We would like to have one sign at the Tappan Firehouse on Western Highway and one sign at the Tappan Memorial Triangle from November 1 to November 12.

The message on both signs is to read:

Veterans Day Service
Tappan Memorial Triangle
Monday, November 11
11am

The contact is Richard Farry at 845-642-0144.
Thanks for your help.

Tom LaValle 
Corresponding Secretary

cc. James Dean, Superintendent, Orangetown Highway Dept.

RECEIVED

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT # 19-SP-57

OCT - 2 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: TRAUBENFEST
APPLICANT NAME: John GORHAM Wrest Off - #845-735-4557

ADDRESS: 60-72 MADISON ST RIDGEWOOD NY APT 1B

PHONE #: _____ CELL # 917-938-1114 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER FESTIVAL

The above event will be held on 10-06-19 from 11am to 8pm RAIN DATE: NA

Location of event: 89 WESTERN HIGHWAY, TAPPAN, NY 10983

Sponsored by: THE NOBLE HOTEL INC. Telephone #: 917-938-1114

Address: 149-39 11th Ave, HYDECOVE, NY 11357

Estimated # of persons participating in event: 2000 - 2500 vehicles Parked at 120 W. Broadway - W. Road

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

BY THE TRUSTEES OF THE ABOVE CORPORATION - 917-938-1114

Signature of Applicant: [Signature] Date: 9-25-19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: in process - 10-3-19

Certificate of Insurance - Received On: in process 10-3-19

FOR HIGHWAY DEPARTMENT USE ONLY: REQUEST PORTABLE SPEED BUMP

Road Closure Permit: Y N Received On: X

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

NYSDOT Permit: Y N Received On: X

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

RFS #: 45869 BARRICADES: Y N CONES: Y N TRASH-BARRELS: Y N OTHER: (2) Speed bumps Message Board

APPROVED: [Signature] DATE: 10-3-19
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y N Application Required: X Fee Paid - Amount/Check # _____

Port-o-Sans: Y N Other: _____

APPROVED: [Signature] DATE: 10/3/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y N AUXILIARY POLICE Items: _____

APPROVED: [Signature] DATE: 10/4/19
Chief of Police

RECEIVED
OCT 7 2019
Orangetown Police Department

RECEIVED

OCT - 8 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: 10-15-19 Approved On: _____ TBR #: _____
10-22-19

ANTHONY PALAZZO 10

Permit #
19-SP-51



RECEIVED

OCT - 3 2019

THE NOBLE NINTH, INC.
149-3911th Ave
Whitestone, N.Y. 11357-1720
(516) 236-3847

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



10/03/19

Trustees

Joseph Kemmet President

Rick Schneider VP

*Mark Rampanelli
Treasurer*

Don Gorham Secretary

Paul Ottati Trustee

John Hegener Trustee

Kelviz Parra Trustee

Supervisor, Town of Orangetown Highway Department
RT 303
Orangeburg, NY 10962

Re: Request for Barriers and Auxiliary Police Presence

Dear Sir or Madam:

I have been directed by the Trustees of The Noble Ninth Inc., to request the presence of the Auxiliary Police and the setup of barriers along the walkway of 89 Western Hwy, Tappan, NY. The use of these material and personnel are for the annual Traubenfest at the "park" located at 89 Western Hwy, Tappan NY on October 6th. 2019.

The Noble Ninth Inc is providing The Town of Orangetown a Certificate of insurance (COI) and as an additional named insured.

Please forward this letter and COI to all you feel need or require it. If you need anything else, please don't hesitate to reach out to me directly. My direct dial is noted above. Thank you in advance for all your help making our day a success.

Sincerely,

Mark Rampanelli, Treasurer
The Noble Ninth Inc.

Cc: Trustees of The Noble Ninth Inc.

Encloser: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2019

Permit #
19 SP 51

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

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

PRODUCER Wilkinson & Krause Agency Inc 75B Montauk Hwy Blue Point, NY 11715	CONTACT NAME: Jourdan Lopez PHONE (A/C, No, Ext): 631-567-1111 FAX (A/C, No): 631-218-3411 E-MAIL ADDRESS: Info@5starcoverage.com
	INSURER(S) AFFORDING COVERAGE
INSURED The Noble Ninth Inc 149-39 11th Avenue Whitestone, NY 11357	INSURER A: SCOTTSDALE INSURANCE CO. NAIC # 41297
	INSURER B: UNITED STATES LIABILITY INSURANCE CO. 25895
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

RECEIVED

OCT - 3 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
COVERAGES **CERTIFICATE NUMBER: 10002707-264564** **REVISION NUMBER: 4**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPS3085670	10/19/2018	10/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XL1581858B	10/05/2019	10/05/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured

CERTIFICATE HOLDER**CANCELLATION**
TOWN OF ORANGETOWN
Rt303
Orangeburg, NY 11962

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JCL)

85

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Application for Showmobile Use

Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

There are two pages to this application. Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of Insurance Insurance Certificate 2019.pdf
Insurance *

660.47KB

Before completing the Showmobile Request Form, please be aware of the following:

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$400.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * Orangeburg Fire Department Annual Holiday Parade

Event Location Name * 61 Ducth Hill Road

Event Address *

Street Address
61 Dutch Hill Road
Address Line 2
City
Orangeburg
Postal / Zip Code
10962-1705

State / Province / Region
NY
Country
US

Setup Date & Time * 12/14/2019
04:00:00 PM

Take-Down Date & Time * 12/14/2019
09:00:00 PM

Stair Arrangement *

Right side of stage
 Left side of stage
 Front of stage
 Not Sure

Set-up Info *

Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

Across the street from the Firehouse.
Will be used as the stage for the Holiday Parade.

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Peter W Byrne

Organization Name * Orangeburg Fire Department

Organization Address * 61 Dutch Hill Road

Organization City * Orangeburg

Organization State * New York

Phone (w) * 8457214267

Phone (c) * 8457214267

Email * Pbyrne@orangeburgfd.org

Signature *

Peter W Byrne

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

*

I accept the terms and conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2019

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

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PRODUCER CLG Insurance 172 Main Street Nanuet, NY 10954 DSL Enterprises LLC	845-623-3434		CONTACT NAME: _____
	PHONE (A/C, No, Ext): 845-623-3434		FAX (A/C, No): 845-623-4332
E-MAIL ADDRESS: certificates@clginsurance.com			INSURER(S) AFFORDING COVERAGE
INSURER A: Arch Insurance Company			NAIC # 11150
INSURER B: State Insurance Fund			36102
INSURER C: _____			
INSURER D: _____			
INSURER E: _____			
INSURER F: _____			

INSURED
 Orangeburg Fire District
 61 Dutch Hill Road
 Orangeburg, NY 10962

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vol Emer Srv 1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	MEPK08634402	02/24/2019	02/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		MEPK08634402	02/24/2019	02/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MEUM08121302	02/24/2019	02/24/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	W11710639 W11710308	03/01/2019 03/01/2019	03/01/2020 03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Showmobile. Town of Orangetown is included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured. Per the terms of the blanket additional insured endorsement, coverage for the additional insureds is contingent upon written agreement with the named insured requiring such coverage.

CERTIFICATE HOLDER TOWN-30 Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at malbert@orangetown.com no later than 48 hours prior to the event.

Event Information

Event Name * Orangeburg Fire Department Annual Holiday Parade

Event Location Name * Throughout Orangeburg

Event Address *

Street Address	
61 Dutch Hill Road	
Address Line 2	
City	State / Province / Region
Orangeburg	New York
Postal / Zip Code	Country
10962	USA

Event Date * 12/14/2019
05:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
Two located at 61 Dutch Hill Road - side street between firehouse and tennis courts.
One located on Lester by Fern Oval East
One located on Lester by Henry Street (North Entrance to Henry)
One located on Lester by Hollis Street

Number of regular units required * 5

Number of ADA units required * 0

Total Number of units required * 5

Applicant Information

Applicant First Name * Peter

Applicant Last Name * Byrne

Organization Name * Orangeburg Fire Department

Organization Not For Profit? Yes

Profit? No

Organization

Address

Street Address

61 Dutch Hill Road

Address Line 2

City

Orangeburg

Postal / Zip Code

10962

State / Province / Region

New York

Country

USA

Phone (w)

845-359-5921

Phone (c)

845-721-4267

Email

Pbyrne@orangeburgfd.org

Signature

Peter W Byrne



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Orangetown (TotalCare & Public Safety)** (“Client”) and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **11/1/19-10/31/20**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.



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- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance. **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses and over 50 Personal Development courses to help employees balance their work and personal life. The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.



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- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**

The ESI Engagement Program is an *optional benefit* designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.

- **Wellness Coaching: Yes**
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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VII. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

VIII. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



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 Educators' EAP
 Higher Ed EAP
 HealthCare EAP
 Union AP

IX. Fees and Payment

- A. The annual fee for the employee assistance program is **\$24.95** per employee.
- B. The total number of employees covered under this Agreement is **234**. (154 TotalCare & 80 Public Safety)
- C. Employer agrees to pay ESI the sum of **\$5,838.30** for **11/1/19-10/31/20**. (\$3,842.30 TotalCare & \$1,996.00 Public Safety)
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.

X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES, INC.

 Diane Dunbar, President & Chief Operating Officer

10/7/19

Date

**Town of Orangetown
 (TotalCare & Public Safety)**

 Authorized Signature

 Date

Rosanna Sfraga

From: doh.sm.Clerks.Vital.Records <clerks@health.ny.gov>
Sent: Wednesday, September 11, 2019 12:27 PM
Subject: New Marriage Law - State Fee Waived for Active Duty Members of the Armed Forces

Dear Town/City Clerk,

On August 20, 2019, the Governor passed a law waiving the State Fee on Marriage Licenses for Active Duty members of the Armed Forces.

You can view the text of the bill here <https://legislation.nysenate.gov/pdf/bills/2019/A55>

The law does not define active duty. However, according to the Veteran's Administration, a person who is active duty is in the military full time. They work for the military full time, may live on a military base, and can be deployed at any time. Persons in the Reserve or National Guard are not full-time active duty military personnel, unless they are called up and deployed for service. They are considered active duty during the term of that service.

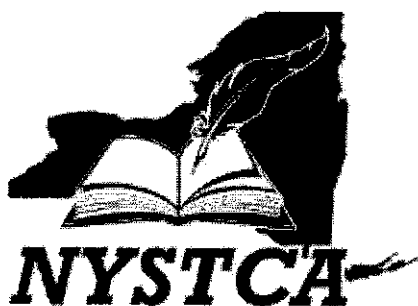
The law also does not state what type of documentation is required. Executive law section 354-d which allows the extension of the solemnization period for military personnel to 180 days states "Proof that the applicant is a member of the armed forces of the United States shall be furnished to the satisfaction of the official issuing the marriage license." This leaves the decision of what documentation you require up to you, as long as you are reasonable and apply the standard equally.

To document the fee waiver, we recommend that you indicate "DRL 14a(4)" on the license. If the solemnization period is extended, also indicate "EXC 354(d)." When noting occupation on line 4A and/or 14A – enter Usual Occupation followed by "* Active Military" (4A Accountant *Active Military -- 14A Dentist *Active Military).

Note, EXC 354(d) does not waive the 24-hour waiting period.

Please feel free to reach out if you have any questions or concerns.

Vital Records Section
NYS Department of Health
P.O. Box 2602
Albany, NY 12220-2602

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NEW YORK STATE TOWN CLERKS ASSOCIATION

Marriage License Law

On August 20, 2019, the Governor passed a law waiving the State Fee on Marriage Licenses for Active Duty members of the Armed Forces.

You can view the text of the bill

here <https://legislation.nysenate.gov/pdf/bills/2019/A55>

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followed by "** Active Military" (4A Accountant *Active Military -- 14A Dentist *Active Military).

Note, EXC 354(d) does not waive the 24-hour waiting period.

Please feel free to reach out if you have any questions or concerns.

Vital Records Section
NYS Department of Health
P.O. Box 2602
Albany, NY 12220-2602

Susan Haag, RMC MMC
Town of Austerlitz
NYSTCA President

SAVE THE DATES

Regional Meetings

September 23, 2019 - Saranac Lake, Essex County

December 9, 2019 - Saratoga Springs, Saratoga County

March 23, 2020 - Bear Mountain - Rockland County

NYSTCA 2020 Conference

April 26-29, 2020 - Desmond in Albany

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STATE OF NEW YORK

55

2019-2020 Regular Sessions

IN ASSEMBLY

(Prefiled)

January 9, 2019

Introduced by M. of A. BUCHWALD, SANTABARBARA, PEOPLES-STOKES, CRESPO, STEC, HAWLEY, RAIA, JEAN-PIERRE, BLAKE, ABBATE, WEPRIN, PALMESANO, PALUMBO -- Multi-Sponsored by -- M. of A. BARCLAY, ENGLEBRIGHT, GIGLIO, RAMOS, SCHIMMINGER, THIELE -- read once and referred to the Committee on Judiciary

AN ACT to amend the domestic relations law, in relation to waiving the fee for marriage licenses for active duty members of the armed forces

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 3 of section 14-a of the domestic relations
2 law, as amended by chapter 297 of the laws of 1963, is amended to read
3 as follows:

4 3. a. No fee shall be charged for any certificate when required by the
5 veterans administration or by the division of veterans' affairs of the
6 state of New York to be used in determining the eligibility of any
7 person to participate in the benefits made available by the veterans
8 administration or by the state of New York.

9 b. A town or city may elect to waive the fee for a certificate when
10 either of the parties making application for such certificate is a
11 member of the armed forces of the United States on active duty.

12 § 2. Subdivision 4 of section 15 of the domestic relations law, as
13 amended by chapter 35 of the laws of 2017, is amended to read as
14 follows:

15 4. Before issuing any licenses herein provided for, the town or city
16 clerk shall be entitled to a fee of thirty dollars, which sum shall be
17 paid by the applicants before or at the time the license is issued;
18 provided, however, that when either of the parties applying for such
19 license is a member of the armed forces of the United States on active
20 duty (i) a town or city may not collect that portion of the fee which
21 would otherwise be transmitted to the state commissioner of health

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 pursuant to this subdivision and (ii) such town or city may elect to
2 waive the portion of the fee which the town or city is entitled to. Any
3 town or city clerk who shall issue a license to marry any persons one or
4 both of whom shall not be at the time of the marriage under such license
5 legally competent to marry without first requiring the parties to such
6 marriage to make such affidavits and statements or who shall not require
7 the production of documentary proof of age or the procuring of the
8 approval and consents provided for by this article, which shall show
9 that the parties authorized by said license to be married are legally
10 competent to marry, shall be guilty of a misdemeanor and on conviction
11 thereof shall be fined in the sum of one hundred dollars for each and
12 every offense. On or before the fifteenth day of each month, each town
13 and city clerk, except in the city of New York, shall transmit to the
14 state commissioner of health twenty-two dollars and fifty cents of the
15 amount received for each fee collected, which shall be paid into the
16 vital records management account as provided by section ninety-seven-
17 cccc of the state finance law; provided, however, that no fee shall be
18 collected on behalf of or paid to the commissioner of health when either
19 of the parties applying for such license is a member of the armed forces
20 of the United States on active duty. In any city the balance of all fees
21 collected for the issuing of a marriage license, or for solemnizing a
22 marriage, so far as collected for services rendered by any officer or
23 employee of such city, shall be paid monthly into the city treasury and
24 may by ordinance be credited to any fund therein designated, and said
25 ordinance, when duly enacted, shall have the force of law in such city.
26 Notwithstanding any other provisions of this article, the clerk of any
27 city with the approval of the governing body of such city is hereby
28 authorized to designate, in writing filed in the city clerk's office, a
29 deputy clerk, if any, and/or other city employees in such office to
30 receive applications for, examine applications, investigate and issue
31 marriage licenses in the absence or inability of the clerk of said city
32 to act, and said deputy and/or employees so designated are hereby vested
33 with all the powers and duties of said city clerk relative thereto. Such
34 deputy and/or employees shall perform said duties without additional
35 compensation.

36 § 3. This act shall take effect immediately.

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 10/16/2019
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 10/22/19 consists of 4 warrants for a total of \$856,506.12.

The first warrant had 33 vouchers for \$34,296.63 and was for utilities.

The second warrant had 2 vouchers for \$4,340.88 and was for Neopost and unemployment insurance.

The third warrant had 39 vouchers for \$28,378.59 and was for utilities and small sundry items.

The fourth warrant had 203 vouchers for \$789,490.02 and had the following items of interest.

1. Applied Golf (p6) - \$126,250 for Blue Hill contract.
2. Applied Golf (p6) - \$59,500 for Broadacres contract
3. Capasso & Sons (p12) - \$62,848.50 for recycling.
4. Crown Castle Fiber (p16) - \$6,470 for connectivity.
5. Dimond Truck Center (p16) - \$12,850 for Soil evaluation at H4H.
6. Environmental Construction (p19) - \$57,745.62 for replacing sewer line in Nyack.
7. ESC Environmental (p20) - \$14,850 for Sewer chemicals.
8. Global Montello (p23) - \$15,741 for fuel.
9. Kuene Chemical Co. (p31) - \$8,655 for Sewer chemicals.
10. Maser Consulting (p31) - \$16,531 for SEQRA scoping documents.
11. Met Life (p33) - \$13,138 for Police dental insurance.
12. NYPA (p35) - \$21,617 for streetlight project.
13. NRP Group (p36) - \$5,766 for sewer chemicals.
14. Optimum Controls (p37) - \$8,284.25 for sewer work.

15. Pearl River Chamber of Commerce (p38) - \$13,714 to reimburse Christmas lighting.
16. Rockland County Dept. of Health (p45) - \$29,549 for Qtrs 1-3 of Hi-Tor.
17. State Comptroller (p54) - \$41,059 for Justice Fines.
18. Tilcon (p57) - \$19,174 for Highway materials.
19. TOMCO Construction (p58) - \$125,856 for Homes for Heroes project.

Please feel free to contact me with any questions or comments. Thank you.

Jeffrey W. Bencik
845-359-5100 x2204