



Government Finance Officers Association
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RECEIVED JAN 31 2019

January 25, 2019

Chris Day
Town Supervisor
Town of Orangetown
26 Orangeburg Road
Town Hall
Orangeburg, NY 10962

Dear Mr. Day:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2017 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

01/25/2019

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(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Town of Orangetown** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

**LOCAL LAW NO. ___ OF 2019 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO AMEND CHAPTER 24 AND 26 OF THE TOWN CODE
ENTITLED “LOTS, MUNICIPAL” AND ‘PARKING METERS” RESPECTIVELY**

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

As amended, Additions are underlined, ~~Deletions are stricken~~. Chapter 24- entitled “Parking Lots, Municipal” originally adopted by the Town Board on 10-16-1994 by LL No. 2-1964 and thereafter amended 5-10-2011 by LLNo. 6-2011 and Chapter 26 entitled “Parking Meters” originally adopted by the Town Board on 1-23-2006 by LL No. 3-2006 are hereby amended as follows:

Meters

Section 1. Chapter 24 is hereby renamed as follows: “Parking Lots, Municipal” to “Parking Lots & Meters”

Article I. Parking Lots, Municipal

§ 24-1 Permit parking in municipal parking lots.

- A. The Town shall permit use of its Town parking lots for parking of motor vehicles located in the downtown Pearl River area ~~for commuter parking, merchant parking, twenty-four/seven parking and overnight parking.~~
- B. The municipal parking lots to which this section shall apply are the following Town-owned lots: Parking Lot No. 1, located between East Washington Avenue and East Central Avenue; Parking Lot No. 2, located on the south side of William Street, south of Franklin Avenue; Parking Lot No. 3, located on the corner of East Washington Avenue and North William Street.
- C. A twenty-four/seven permit is a parking permit which allows for resident parking 24 hours aper day, seven days a-per week, in certain designated spots within a Town parking lot. The hours, location and fees for said twenty-four/seven parking permit shall be designated by pursuant to resolution of the Town Board. ~~designated by the Town Board.~~
- D. An overnight parking permit is a parking permit which allows for~~shall permit~~ resident parking in a parking space within a Town parking lot, designated by pursuant to resolution of the Superintendent of Highways Town Board for off-street overnight parking for people who reside in the downtown Pearl River area as defined herein. Said permit shall be issued on an annual or seasonal basis. The hours and fees for said overnight parking permit shall be designated by pursuant to resolution of the Town Board. ~~although all such overnight parking shall be restricted to parking between the hours of 8:00 p.m. and 8:00 a.m.~~
- E. A ~~commuter-municipal~~ parking permit is a parking permit which allows ~~shall permit~~ parking in

a space within a Town parking lot, ~~designated by the Town Superintendent of Highways~~ for off-street ~~commuter parking between the hours of 6:00 a.m. and 11:00 p.m.~~ Said permit shall be available to purchase for either a one-year period or for a six-month period, however all permits shall expire as stated in Section 24-1 L(7) . The hours, duration and fees for said municipal parking permit shall be designated ~~by~~**pursuant to resolution of the Town Board.**

- F. A merchant parking permit is a parking permit which allows merchants to park ~~shall permit parking~~ in a designated metered “merchant space” within a Town parking lot. The holder of said merchant parking permit shall pay the appropriate meter fees while parked in said lot. The hours and fees for said merchant parking permit shall be designated ~~by~~**pursuant to resolution of the Town Board.** ~~at metered spaces (at appropriate meter fees) contained therein.~~
- G. Designation of spaces for use by holders of a twenty-four/seven permit, overnight parking permit (whether annual or seasonal permit), ~~commuter-municipal~~ parking permit and/or merchant permit holders shall be made pursuant to resolution of ~~by~~ the ~~Superintendent of Highways in his sole discretion~~ Town Board.
- H. Twenty-four/seven parking permits, overnight parking permits, ~~commuter-municipal~~ parking permits and merchant parking permits are to be issued by the Town Clerk on the basis of the criteria set forth herein.
- I. The Town Board, by separate resolution shall designate locations, hours of operation and fees, ~~shall, in its sole discretion, set the permit fee for all parking permits as defined hereinabove.~~
- J. The twenty-four/seven parking and overnight parking permits shall be obtainable and made available to residents of the Town of Orangetown who reside primarily in a residence located in downtown Pearl River, and merchant parking permits shall be obtainable and made available to any owner or lessee of any real property used for commercial and/or business purposes located in downtown Pearl River, that being any real property (residence or business) located on and between the following streets: North Henry Street from its intersection with East Washington Avenue south to South Henry Street where it meets South Middletown Road; Franklin Avenue from its intersection with Henry Street west to South William Street; South William Street south to its intersection with Jefferson Avenue; Jefferson Street west to its intersection with NYS Route 304 (Pearl Street); NYS Route 304 (Pearl Street) north to its intersection with Washington Avenue; Washington Avenue from its intersection with Route 304 (Pearl Street) east to its terminus at Middletown Road. Every individual applying for one of these permits must submit proof that he/she is an individual so eligible to receive such a permit. Said proof shall consist of an original of any two of the following documents, or such other documentation acceptable to the Town Clerk.
- (1) A deed to real property located within boundaries set forth herein.
 - (2) A current lease to any real property located within the boundaries set forth herein.
 - (3) A current driver's license setting forth the residence within the boundaries set forth herein.
 - (4) A current motor vehicle registration certificate setting forth a residence within the boundaries set forth herein.
 - (5) A voter's registration card setting forth a residence within the boundaries set forth herein.
 - (6) A current utility bill setting forth a residence within the boundaries set forth herein.
 - (7) A signed, notarized letter from the owner or lessee of any real property located within the boundaries set forth herein certifying that the individual applying for such permit is an agent, servant and/or

employee of such owner or lessee, along with one of the above [Subsection J(1) through (6)] for such owner.

- K. The ~~commuter~~-municipal parking permit shall be made available to residents of the Town of Orangetown. If space permits, residents of the County of Rockland may also be issued such permits.
- L. Additional parking fee rules, requirements and responsibilities are:
- (1) Applications must be filled out completely and accurately.
 - (2) A copy of the current vehicle registration, a valid New York State driver's license and proof of existing automobile liability insurance shall be required at the time of issuance of the permit.
 - (3) You must notify the Town Clerk and the Superintendent of Highways immediately of any changes with respect to residency/ownership.
 - (4) Stickers may not be transferred to another vehicle.
 - (5) Every permit holder must provide for his or her own snow and ice removal, as needed.
 - (6) Replacement permits will be issued only if original permit sticker is removed and returned. In no event, however, will permit refunds be issued.
 - (7) Each permit shall expire ~~after a one-year period~~ on December 31st of each year, except for the seasonal overnight parking permit, which will run in accordance with Section 39-3 of the Town Code, subject to renewal and/or reapplication with proof of continued residence (or merchant employment verification) and payment of appropriate annual fees to the Town Clerk as set by the Town Board.
 - (8) All vehicles receiving permits pursuant to this section and parked in the municipal parking lots must be currently registered, insured, have proper inspection certificates and be in operable condition.
 - (9) The parking of commercial vehicles in the municipal lots is prohibited.
 - (10) Parking in municipal parking lots shall be for personal parking use only and not for storage of vehicles. Permits are not transferable.
 - (11) Holders of twenty-four/seven permits may be required to remove their vehicles from a particular parking spot, upon 48 hours' notice from the Town, for regular site maintenance and/or snow removal. Each such permit holder shall provide at least two forms of contact information (e.g., telephone number, e-mail address, postal address, third-party telephone number, etc.) on his or her application. Any vehicle not removed upon delivery of notice by the Town will be considered illegally parked and result in removal of the vehicle from the lot pursuant to the provisions of § 24-3C of this chapter.
- M. The term "individual," as used herein, means a natural person.
- N. The holder of any permit issued under this chapter acknowledges and expressly agrees that parking in any downtown municipal parking lot is at the permit holder's risk, and the permit holder further agrees to hold the Town of Orangetown and its Highway Department harmless for any claim of harm or damage to the permit holder's vehicle resulting from parking in said municipal lot.
- O. Alternative procedure; money in lieu of parking spaces: Where the Planning Board and/or Town Board, depending upon which board has jurisdiction over a particular site development plan or permit for a project located within the CS Zoning District in downtown Pearl River, after consultation with the Superintendent of Highways, deems that said plan does not allot the requisite

number of parking spaces as required by the Orangetown Zoning Code, the Planning Board and/or Town Board, as the case may be, may modify or waive the requirement for such parking spaces, provided that the applicant deposit with the Town, prior to the signing of the site plan by the Clerk of the Boards or other designated individual, or if no site plan is required, prior to the issuance of any building permits, a cash payment in lieu of parking spaces. Such deposit shall be placed in a special fund, and each such deposit shall be separately identified to show the name and location of the site development plan for which the deposit was made. Such deposit shall be used by the Town for the maintenance, repair and upkeep of the municipal lots, the development of future parking, the rehabilitation or improvement of existing parking and/or any other parking needs within the boundaries set forth herein. The Planning Board and/or Town Board shall determine the amount to be deposited based on the formula established by resolution of the Town Board. Notwithstanding the foregoing, residents must still pay the appropriate permit fee in order to obtain a twenty-four/seven or overnight parking permit pursuant to this chapter.

- P. Nothing in this chapter shall be construed so as to guaranty any resident a parking permit or any permit holder a particular parking spot or the availability of a parking spot at any given time.

§ 24-2 Metered parking in municipal lots.

It shall be unlawful for any vehicle to be parked in Pearl River Municipal Parking Lot No. 1, No. 2 or No. 3 or any other off-street municipal parking lot in Pearl River, except in compliance with the terms and provisions of this chapter.

- A. Metered areas. In all metered portions of the Pearl River municipal parking lots, no vehicle shall be parked without payment of the parking meters installed therein. ~~Rates and hours shall, at rates which are to~~ be set by Town Board resolution.
- B. **Meters in the Pearl River municipal lots shall be in operation between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday; Sundays and holidays are excepted.**
- C. Holders of permits for ~~commuter~~municipal, overnight and twenty-four/seven parking do not have to pay for parking at metered spots designated as available for parking by such permit holders. Merchant parking permit holders must pay the meters as directed.
- D. No parking is permitted in nonmetered parking spots in Pearl River municipal parking lots, except by appropriate permit.

§ 24-3 Penalties for offenses.

- A. For all parking violations within Pearl River Municipal Lot Nos. 1, 2 and 3 or any other off-street municipal parking lot located in Pearl River, including violations regarding permit and/or metered parking, the registered owner of a vehicle who incurs a first violation within a one-year period shall be assessed a fine of \$15; a registered owner of a vehicle who incurs a second violation within a one-year period shall be assessed a fine of \$25; and a registered owner of a vehicle who incurs a third, or more, violation within a one-year period shall be assessed a fine of \$50 per violation. However, for each registered owner of a vehicle ticketed for a lot meter violation, he/she must complete one full year without being convicted of a lot parking meter violation before his/her fine status shall revert to "first violation within a one-year period" status. For convenience, the aforesaid fine schedule is set forth in Table 1 below.
- (1) For all Pearl River municipal lot violations, the following fine schedule is applicable to the registered owner of the vehicle:

A **TABLE 1**

	Number of Violations	Fine
B	(per year)	(per violation)
C	One	\$15
D	Two	\$25
E	Three or more	\$50

(2) Fines revert to the beginning of the schedule only after one full year with no violations.

- B. A violation of any provision of this chapter shall constitute an offense against this chapter.
- C. Except as otherwise authorized by valid permit issued pursuant to this chapter, in the event that any automobile, motorcycle or other vehicle has been left illegally parked in any metered or other parking space in violation of the provisions of this chapter for a period of five continuous hours, or if the vehicle has five or more unpaid parking violations against it, then the vehicle shall be and is hereby declared to be a public nuisance. In any case where a vehicle is declared a public nuisance, the Town may have such vehicle removed from that metered or other parking space at the expense of the registered owner thereof and tow such vehicle to a designated lot or yard, or the Town may have a boot attached to the vehicle's wheel(s). Any vehicle that has been removed from a metered or other parking space pursuant to this section shall be released to the registered owner thereof upon payment by the registered owner of the fines and other costs and expenses levied against such vehicle, including towing and storage costs.

~~§ 24-4 Severability.~~

~~If any provision, paragraph, word, section or article of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.~~

~~§ 24-5 When effective.~~

~~This chapter shall become effective immediately upon filing with the Secretary of State.~~

~~As amended, Additions are underlined, ~~Deletions are stricken~~. Chapter 26—Parking Meters originally adopted by the Town Board on ——— by LL No. — is hereby amended as follows:~~

Section 2.

Chapter 26 is hereby re-numbered in its entirety and added to become a part of Chapter 24, with all other additions underlined and deletions stricken.

Article II. Parking Meters

§ 24-4-4 26-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BATTERY ELECTRIC VEHICLE

Any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's battery(ies) and produces zero tailpipe emissions or pollution when stationary or operating.

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

CHARGING

When an electric vehicle is connected to electric vehicle supply equipment (or standard outlet) for the purpose of recharging motive batteries on board the electric vehicle.

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

ELECTRIC VEHICLE

Any motor vehicle that is registered with New York State Department of Motor Vehicles (DMV) and is authorized to operate on public and private highways, roads and streets, and operates, either partially or exclusively, on electrical energy from the grid, or an off-board source that is stored on board for motive purpose. "Electric vehicle" includes:

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

- A. A battery electric vehicle;
- B. A plug-in hybrid electric vehicle;
- C. A neighborhood electric vehicle; and
- D. A medium-speed electric vehicle.

ELECTRIC VEHICLE CHARGING STATION - PUBLIC USE

An area that is publicly owned and publicly available (e.g., parking spaces on a public street or municipal parking lot), that is served by electric vehicle supply equipment or battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

ELECTRIC VEHICLE PARKING SPACE

Any marked parking space that is equipped with an electric vehicle charging station.

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

MEDIUM-SPEED ELECTRIC VEHICLE

A self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crushproof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 CFR 571.500.

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

NEIGHBORHOOD ELECTRIC VEHICLE

A self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 CFR 571.500.

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

PARKING-METER ZONES

Such highways or parts of highways in the Town of Orangetown where, pursuant to this or any other ordinance of the Town, parking meters are installed, operated, maintained, policed and supervised and where the payment of a fee for the privilege of parking where such meters are in operation is fixed and required.

PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV)

An electric vehicle that:

~~{Added 9-25-2018 by L.L. No. 12-2018}~~

- A. Contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor;
- B. Charges its battery primarily by connecting to the grid or other off-board electrical source;
- C. May additionally be able to sustain battery charge using an on-board internal combustion-driven generator; and
- D. Has electricity-powered travel capability.

VEHICLE, PARK, PARKING AND PARKED

Shall have the meanings as defined in the Vehicle and Traffic Law of the State of New York.

§ ~~24-5~~ ~~26-2~~ Meter zones, hours and time limits.

- A. In the parts of the highways in the Town of Orangetown described in § ~~26-13~~ of this chapter and established as parking zones, and in said zones and in such other parking meter zones as hereafter may be created by ordinance of the Town of Orangetown, parking meters shall be installed, operated, maintained, policed and supervised.

- B. Cost of parking at said meters shall be set by pursuant to resolution of the Town Board Resolution.

~~All on-street meters and lot meters shall require payment of \$0.25 for each hour of parking.~~

- C. ~~Designated merchant parking spaces shall require permits to be issued to merchants by the Town of Orangetown, upon the Town's receipt of appropriate proof that a merchant is engaging in commercial business within the Hamlet of Pearl River.~~

- ~~DC.~~ Each parking meter shall have a ten-minute grace period after the expiration of the designated allowable parking time before indicating meter expiration.

- ~~ED.~~ Appropriate signs shall be placed in prominent locations to direct individuals to commuter-municipal parking and extended parking and overnight parking zones.

- F. All ~~on-street~~ parking zones shall be enforced at times to be set daily from Monday through Saturday, excluding designated holidays, from 9:00 a.m. to 6:00 p.m. by pursuant to resolution of the Town Board resolution.

- G. ~~All lot parking zones shall be enforced daily from Monday through Saturday, excluding designated holidays, from 6:00 a.m. to 6:00 p.m.~~

- H. Irrespective of any fee, charge, fine, amount, limitation on time, day and location of meter heretofore provided in § 26-2, or as provided for in §§ 26-3, 26-6, 26-10, 26-12 and 26-13. herein, the Town Board, by duly adopted resolution, may promulgate or provide for such other fee, charge, fine,

amount, limitation or time, day or location of meter as it in its discretion shall deem necessary and proper to further the purposes of this chapter for the parking areas heretofore provided or for such other parking areas as may hereafter be designated.

§ ~~26-324-6~~ **Installation and maintenance.**

- A. The Town Board is hereby authorized to have parking meters installed in such parking meter zones as are created by this chapter or shall be created by any other ordinance of the Town of Orangetown. Such parking meters shall be placed upon or at the curb alongside of or next to individual parking places to be designated as hereinafter provided. Each said parking meter shall be so set as to show or display a signal that the parking space alongside of the same is or is not in use.
- B. The Chief of Police of the Town of Orangetown shall provide for the operation, maintenance, policing and supervision of such parking meters and shall see that the meters are kept in good working order and condition. Each parking meter shall be so set as to display a signal showing legal parking upon the deposit of the appropriate monies or a valid meter time-card (to be available for purchase) for the appropriate designated time period. Each meter shall by its device clearly set out and continue operation from the time of depositing such coins until the expiration of the parking limit. Each meter shall also be arranged that 10 minutes after the expiration of said parking limit it will indicate that the lawful parking period as fixed by this chapter or any other ordinance of the Town of Orangetown has expired.
- C. At the sole discretion of the Town Board, a parking enforcement manager shall oversee the maintenance of all meters and parking equipment, as well as all collection and enforcement issues with respect to the Pearl River Parking Plan; he/she shall perform said duties for the Town of Orangetown for 20 hours per week, or additional or less time as mandated by the Town Board at its discretion.
- D. At the sole discretion of the Town Board, two enforcement agents shall assist the aforesaid manager with all maintenance, collection and/or enforcement issues with respect to the Pearl River Parking Plan; they shall each perform said duties for the Town of Orangetown for 20 hours per week, or additional or less time as mandated by the Town Board at its discretion.

§ ~~26-424-7~~ **Spaces designated.**

- A. The Town Board shall have lines or markings painted or placed upon the curb and/or upon the street adjacent to each parking meter for the purpose of designating the parking space for which said meter is to be used, and each vehicle parking adjacent to or next to a parking meter shall park within the lines or markings so established. It shall be unlawful and a violation of this chapter to park any vehicle across any such line or marking, or to park said vehicle in such a position that the same shall not be entirely within the area so designated by such lines or markings.
- B. All parking spaces shall be so marked that no vehicle shall be parked on any state highway other than parallel to the curb, and so that no vehicle shall be required to park in violation of Section 86, Subdivision 7, of the Vehicle and Traffic Law, or orders of the State Traffic Commission dated August 24, 1950, and December 23, 1953, which pertain to parking regulations on Route 304, and Central Avenue in the Hamlet of Pearl River, Town of Orangetown, Rockland County.
- C. Certain parking zones (i.e., on Franklin Street and William Street and in the municipal lot on North William Street) shall be designated as "Merchant and Extended Parking Zones" and shall be so marked by yellow meters.
- D. Certain parking zones shall be designated as "Handicapped Parking Zones" and shall be so marked by blue meters.
- E. Certain parking zones shall be designated as "15 Minute Parking Zones" and shall be so marked by red meters (these meters will require payment of \$0.25 per fifteen-minute period).

- F. Certain parking zones shall be designated as "Thirty Minute Parking Zones" and shall be so marked by green meters (these meters will require payment of \$0.25 per thirty-minute period). ~~[Added 2-13-2018 by L.L. No. 1-2018]~~
- G. Certain parking spaces on public streets or in Town-owned municipal parking lots shall be designated as electric vehicle parking spaces by the Town. The Town Board shall establish and may amend the fees, limitations of time and occupancy for the use of the electric vehicle parking spaces and electric vehicle charging stations - public use by Town Board resolution. Notwithstanding anything to the contrary contained within this chapter regarding parking meters, fees shall be based upon kilowatt-hours per charge, plus an applicable surcharge, in addition to a fee for the use of the parking space as determined by the Town Board. ~~[Added 9-25-2018 by L.L. No. 12-2018]~~

§ ~~24-8~~ ~~26-5~~ Vehicle position at meter.

When a parking space in a parking meter zone is parallel with the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked with the foremost part of such vehicle nearest to such meter.

§ ~~24-9~~ ~~26-6~~ Legal parking.

When a vehicle shall be parked in any space adjacent to which a parking meter is located, in accordance with the provisions of this chapter, the operator of said vehicle shall, upon entering the parking space, immediately deposit or cause to be deposited the required United States coins and/or meter time-card in such parking meter, and put such meter in operation, and failure to deposit such coin or coins or meter time-card and put the meter in operation shall constitute a breach of this chapter and shall subject such person to the penalty prescribed in § 26-15 hereof. Upon the deposit of such coin, or coins, or meter time-card, and placing said meter in operation, the parking space may be lawfully occupied by such vehicle during the period of parking time which has been prescribed for the part of the street in which said parking space is located. If said vehicle shall remain parked in any such parking space beyond the parking time limit fixed for such space, the meter shall by its dial and pointer indicate such illegal parking, and, in that event, such vehicle shall be considered as parked overtime and beyond the period of legal parking time, and the parking of a vehicle overtime or beyond the period of legal parking time in any such part of a street where any such meter is located shall be a violation of this chapter punishable as hereinafter set forth.

§ ~~24-10~~ ~~26-7~~ Overtime parking.

It shall be unlawful and a violation of the provisions of this chapter for any person to cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established for any parking meter zone as herein described, as designated for all particular parking zones.

§ ~~24-11~~ ~~26-8~~ Signal indicating illegal use of space.

It shall be unlawful and a violation of the provisions of this chapter for any person to permit any vehicle to remain or be placed in any parking space adjacent to any parking meter while said meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space.

§ ~~24-12~~ ~~26-9~~ Record made by police officer.

It shall be the duty of each patrolman, or such other officer as shall be so instructed by the Chief of Police in his beat or district, to take the number of any meter at which any vehicle is parked overtime, as defined in this chapter, and the state vehicle tag number of such vehicle and report the same to the Police Department and make complaint for any violation in the Justice Court of said Town.

§ ~~24-13~~ ~~26-10~~ Coin substitutes prohibited.

It shall be unlawful and an offense to deposit or cause to be deposited in any parking meter any slug, device or substitute for any coin of the United States.

§ ~~24-14~~ ~~26-11~~ Tampering with meters.

It shall be unlawful and an offense for any unauthorized person to deface, injure, tamper with, open or

willfully break, destroy or impair the usefulness of any parking meter installed under the provisions of this chapter or under any ordinance of the Town of Orangetown.

§ ~~24-15~~~~26-12~~ **Use of revenue derived from meter use.**

The coins required to be deposited as provided herein are levied as police regulation and inspection fees to cover the cost of installation, operation, maintenance, policing and supervision of parking meters and the enforcement of the provisions of this chapter.

§ ~~24-16~~~~26-13~~ **Parking meter zones designated.**

The following described parts of streets in the Town of Orangetown are hereby established as parking meter zones.

- A. Both sides of East Central Avenue from the westerly termini of the parking and standing prohibition established by the State Traffic Commissioner, adjacent to John Street, under date of February 4, 1958, to Railroad Avenue.
- B. Both sides of North and South Main Street from the intersection of North Main Street with Washington Avenue south to Fehsal's warehouse, except the area on the west side of South Main Street between the post office driveway and the curbing along the Station Plaza's southerly border.
- C. Both sides of William Street from the intersection of William Street and East Washington Avenue south to the intersection of William Street and Franklin Avenue.
- D. Both sides of Franklin Avenue from South Main Street to William Street.
- E. The island north of the post office to be metered when improved.
- F. South Railroad Avenue from Central Avenue south to the post office or such part thereof as would not encroach upon the railroad property.
- G. Such other parking meter zones as may be hereafter created by ordinances of the Town of Orangetown.

§ ~~24-17~~~~26-14~~ **Repeal of inconsistent ordinances.**

Any ordinance heretofore adopted by the Town of Orangetown inconsistent with any of the terms and provisions of this chapter is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all respects this chapter shall be cumulative of other ordinances heretofore or hereafter adopted by the Town Board regulating and governing the subject matter covered by this chapter.

§ ~~24-18~~~~26-15~~ **Violations and penalties; removal of illegally parked vehicles.**

- A. For all on-street meter violations, a registered owner of a vehicle who incurs a first violation within a one-year period shall be assessed a fine of \$12; a registered owner of a vehicle who incurs a second violation within a one-year period shall be assessed a fine of \$15; and a registered owner of a vehicle who incurs a third, or more, violation within a one-year period shall be assessed a fine of \$25 per violation. However, for each registered owner of a vehicle ticketed for an on-street meter violation, he/she must complete one full year without being convicted of an on-street parking meter violation before his/her fine status shall revert to "first violation within a one-year period" status. [By way of example, if a registered owner of a vehicle incurs a non-street meter violation on March 1, 2006, his fine shall be \$12; if he incurs a second violation on November 1, 2006, his fine shall be \$15; if he incurs a third violation on October 1, 2007, his fine shall be \$25; if he incurs a fourth violation on September 1, 2008, his fine shall remain \$25; if he incurs a fifth violation on December 1, 2009 (more than one year after the most recent fine), the fine shall revert to \$12.] For convenience, the aforesaid fine schedule is set forth in Table 1 below:

TABLE 1

For all on-street meter violations, the following fine schedule is applicable to the registered owner of the vehicle:

No. of Lot	Meter Violations Per Year	Fine per Violation
	One	\$12
	Two	\$15
	Three or more	\$25

Fines revert to the beginning of the schedule ONLY after one full year with no violations.

- B. A violation of any provision of this chapter shall constitute an offense against the Parking Meter Ordinance of the Town of Orangetown.
- C. Removal of illegally parked vehicles. Except as otherwise authorized by valid permit issued pursuant to this chapter, in the event that any automobile, motorcycle or other vehicle has been left illegally parked in any metered or other parking space in violation of the provisions of this chapter, for a period in excess of five continuous hours, or if the vehicle is parked between the hours of 4:00 a.m. and 7:00 a.m. in violation of posted restrictions, or if the vehicle has five or more unpaid parking violations against it, then the vehicle shall be and is hereby declared to be a public nuisance. In any case where a vehicle is declared a public nuisance, the Town may have such vehicle removed from that metered or other parking space at the expense of the registered owner thereof and tow such vehicle to a designated lot or yard, or the Town may have a boot attached to the vehicle's wheel(s). Any vehicle that has been removed from a metered or other parking space pursuant to this section shall be released to the registered owner thereof upon payment by the registered owner of the fines and other costs and expenses levied against such vehicle, including towing and storage costs.
~~Added 4-12-2011 by L.L. No. 2-2011~~
- D. In addition to any other penalties set forth in this chapter, vehicles parked in an electric vehicle parking space in violation of this section or as posted with signage installed in accordance with the fees, limitations of time and occupancy established in accordance with this section may be towed. Any costs associated with towing and storage of a vehicle that is towed pursuant to this section shall be at the vehicle owner's expense. ~~Added 9-25-2018 by L.L. No. 12-2018~~

~~§ 24-20-26-16 Severability.~~

~~If any section, provision or part of this chapter shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the validity of the chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.~~

Section 3

Chapter 26 is hereby deleted in its entirety,

Section 4. 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 5. Effective Date.

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



OFFICE OF THE COUNTY ATTORNEY

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

Thomas E. Humbach
County Attorney

February 13, 2019

Via email to: Cday@orangetown.com
Christopher Day, Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: Intermunicipal Shared Services and Collaboration Agreement

Dear Supervisor Day:

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

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

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

Please execute and deliver the original signed contract to the assigned attorney. Please note that your signature must be notarized. **When you return the original signed agreement, please include a copy of your Town or Village Board's resolution authorizing execution of the agreement. The agreement will not be finalized without a copy of your resolution. Further, you will also need to turn over your insurance as required by paragraph 13 of the Agreement.**

The contract should be delivered to the following address:

Rockland County Department of Law
Attention: Brigitte M. Nahas Botta, Esq.
Deputy County Attorney
Allison-Parris County Office Building
3rd Floor
11 New Hempstead Road
New City, New York 10956

This Contract will not be binding on the County of Rockland until such time that fully executed duplicate originals are delivered from the County of Rockland to you or your attorney.

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

Very truly yours,

Brigitte M. Nahas Botta

BRIGITTE M. NAHAS BOTTA
Deputy County Attorney
[Writer's Direct Dial: 845-638-5114]
BB/dc
Enclosure
2018-02700

cc: Charles H. Vezzetti, Rockland County Superintendent of Highways

cc: Town or Village Superintendent of Highways

**INTERMUNICIPAL SHARED SERVICES
AND
COLLABORATION AGREEMENT**

THIS INTERMUNICIPAL AGREEMENT, made this ___ day of _____, 2019, by and between the COUNTY OF ROCKLAND, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter the “County”, and the Towns and Villages listed in the Schedule A, which is attached hereto and made a part hereof, which are municipal corporations of the State of New York, hereinafter referred to individually as the “Town” or “Village” and collectively as the “Towns” or “Villages” (The County and each Town or Village also may be referred to individually as the “Party” and collectively as the “Parties.”) in the manner following:

W I T N E S S E T H:

WHEREAS, Both County and the Towns and Villages desire to enter into an agreement for shared Highway services; and

WHEREAS, Both the County and the Towns and Villages are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York; and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement “shall be approved by each participating municipal corporation or district by a majority vote of the voting strength of its governing body”; and

WHEREAS, The Parties have determined that there are certain economic, operational and strategic advantages in the collaboration and sharing of Highway equipment, services and materials; and

WHEREAS, By Resolution No. 79 of 2019, the Legislature of Rockland County approved the execution of this Intermunicipal Shared Services and Collaboration Agreement; and

WHEREAS, By resolutions dated _____ (Village of Upper Nyack), _____ (Village of Nyack), _____ (Village of South Nyack), _____ (Village of Piermont), _____ (Village of Spring Valley), _____ (Village of Haverstraw), _____ (Village of West Haverstraw), _____ (Village of Suffern), _____ (Village of Sloatsburg), _____ (Village of Hillburn), _____ Village of Kaser), _____ (Village of Grandview), _____ (Village of Wesley Hills), _____ (Village of Montebello), _____ (Town of Orangetown), _____ (Town of Clarkstown), _____ (Town of Ramapo), _____ (Town of Haverstraw) and _____ (Town

of Stony Point), each Town and Village has approved the execution of this Intermunicipal Shared Services and Collaboration Agreement; and

WHEREAS, Article III, §3.02(u) of the Rockland County Charter authorizes the County Executive to “[e]xecute all contracts under the sum of \$100,000”;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **PURPOSE:** Under the authority and in conformance with New York State General Municipal Law §119-o, the Parties intend that this Agreement shall memorialize their desire to share Highway resources including, but not limited to, personnel, machinery, equipment and materials.

2. **AUTHORIZATION TO ENTER INTO AGREEMENT:** The County and each Town and Village have obtained the required approvals to enter into this Agreement.

3. **PARTIES’ RESPONSIBILITIES:** The Parties’ respective responsibilities under the Agreement are as follows:

a. Definitions: For the purposes of this Agreement, the following terms shall be defined as follows:

i. “Shared Service” shall mean any service provided by one Party to another Party that is consistent with the purposes and intent of this Agreement and shall include, but not be limited to:

1. the renting, exchanging, or lending of Highway machinery, tools and equipment, with or without operators;
2. the borrowing or lending of supplies on a temporary basis conditioned upon the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies; and
3. the providing of a specific service for another Party conditioned on such other Party providing a similar service or a service of equal value, in exchange.

ii. “Superintendent” shall mean, in the case of a County, the County Superintendent of Highways, or the person having the power and authority to perform the duties generally performed by a County superintendent of highways, in the case of a Town, the Town Superintendent of Highways and, in the case of a village, the Superintendent of Public Works.

- b. Parties' Responsibilities: The Parties' respective responsibilities are as follows:
- i. The County and each Town and Village agree to rent, exchange and borrow from each other personnel, machinery, materials and equipment, with or without operators, which it may need. The determination as to whether such machinery, with or without operators, is needed or shall be borrowed shall be made by the Superintendent that owns the machinery. The value of the materials or supplies borrowed under this Agreement may be returned in the form of similar types and amounts of materials or supplies, the supply of equipment or the giving of services of equal value, to be determined by the mutual agreement of the respective Superintendents.
 - ii. The determination as to whether such machinery or material is available for renting, exchanging or borrowing shall be made by the Superintendent that owns the machinery. Scheduling will be managed by the Superintendents, or his or her designees, of the lending and borrowing Parties. It is expressly understood and agreed by and between the Parties that the purpose of this Agreement is to provide cost efficiencies to both. As such, no Party shall be obligated to lend its equipment unless it is convenient to the owner.
 - iii. The equipment shall be housed by the Party which owns the item of equipment, except during the period that the other may be utilizing same, in which event the latter shall be responsible for the safe and secure storage of said item.
 - iv. If equipment and an operator are rented or borrowed, the operator of the rented or borrowed equipment shall be subject to the direction and control of the Superintendent who has rented or borrowed the equipment. However, the method by which the machine is to be operated shall be determined by the operator. In addition, the Superintendent who has rented or borrowed the equipment shall comply with any labor agreement that exists for the benefit of the operator in the municipality in which the operator is employed.
 - v. The borrowing Party warrants and represents that it shall be responsible and liable for any and all negligent acts or omissions of the operator of the borrowed equipment including, but not limited to, negligent operation of the machinery or equipment.
 - vi. The borrowing Party warrants and represents that it shall be liable for and hold the lending Party harmless from any and all damages caused by the negligent acts or omissions of the operator of the borrowed equipment, including, but not limited to, negligent operation of the machinery or equipment.

- vii. The lending Party warrants and represents that it shall be responsible for any damages arising from machinery or equipment failure to the extent that such damages were caused solely by or as a result of negligent maintenance of the machinery or equipment.
- viii. The lending Party represents and warrants that the machinery or equipment to be rented or borrowed is maintained to current standards and is free from any known defects.
- ix. Each Party shall be responsible for the (i) routine maintenance of its own equipment in accordance with the manufacturer's recommendations, maintaining a log thereof, including utilization, operator, hours of use and mileage (as applicable); and (ii) regular inspection of its own equipment.
- x. The borrowing Party shall be responsible for all routine operating and maintenance costs, including fuel and transportation costs, during the period of its use. Whenever practical, each Party agrees to provide the item fully fueled and to return it in the same condition.
- xi. If a Party is lending equipment with an operator, the lending Party warrants and represents that its operators possesses the experience, knowledge, competency and skills required to operate the specific piece of machinery or equipment.
- xii. The lending Party warrants and represents that it is competent to address personnel performance issues, as may be required, where the equipment is misused or damaged by an operator.
- xiii. If a Party is lending equipment without an operator, the borrowing Party warrants and represents that the intended operator of the machinery or equipment possesses the experience, knowledge and skills required to operate the specific piece of machinery or equipment.
- xiv. In the event the rented, exchanged or borrowed machinery or equipment is damaged or otherwise is in need of repair and the machinery or equipment was operated by the lending Party at the time it was damaged, the lending Party warrants and represents that it shall be responsible to make and pay for such repairs. In the event the rented, exchanged or borrowed machinery or equipment is damaged or otherwise is in need of repair and the machinery or equipment was operated by the borrowing Party at the time it was damaged, the borrowing Party warrants and represents that it shall be responsible to make and pay for such repairs.

- xv. Each Party shall remain fully responsible for the costs of its own employees including, but not limited to, salary, benefits and Workers' Compensation coverage.
- xvi. The renting, exchanging or borrowing of any particular piece of machinery, equipment, material, supply, operator or service shall be evidenced by the signing of a memorandum of receipt by the Superintendent. Such memorandum of receipt shall identify the type, time and date of the acceptance of the shared equipment, personnel or service, the date, time and place of delivery, the expected date and location of the return of the shared equipment and personnel and the value of the shared equipment and service. Such memorandum may be delivered to the other Party via mail, personal delivery, facsimile or email.
- xvii. The owner of any item of equipment made available to another Party in accordance with this Agreement, both prior to the release, and upon the return, of such item shall inspect the condition of the said item in the presence of the other, and shall document, in writing, any damage or other matter as might give rise to a claim by the owning Party. Each party shall sign such inspection form and maintain a copy thereof.
- xviii. Records shall be maintained by the Superintendent of each Party setting forth all rented, exchanged and borrowed personnel, machinery, equipment and materials and any other transactions under this Agreement. Such records shall be available for inspection by any Party upon request.
- xix. Any action taken by the Superintendent pursuant to the provisions of this Agreement shall be consistent with the duties of such Superintendent, and any expenditures incurred shall not exceed the amounts set forth in the County's and each Town's and each Village's budget for Highway purposes.
- xx. A record of all transactions that have taken place as a result of this Agreement shall be kept by each Superintendent.

4. **TERM:** This Agreement shall commence once it is fully executed by all of the Parties, and it shall continue through January 31, 2024. The Agreement shall automatically be renewed for five (5) year terms, unless it otherwise terminated as provided herein. The County and each Town or Village may terminate this Agreement, by providing sixty (60) days advance written notice to the other Parties.

5. **COSTS:** The Parties agree that they shall be responsible for their own costs and expenses incurred in connection with this Agreement.

6. **DOCUMENTATION OF COST SAVINGS:** The Parties agree that they will document and report on all cost savings achieved through this Agreement. Reports shall be issued

by the Parties on a quarterly basis to the Rockland County Executive, the County Superintendent, each Town supervisor, each Village mayor and each Town and Village Superintendent.

The Parties further agree to split (50% / 50%) any funding received by the State of New York Shared Services Initiative based on cost savings achieved as a result of this Agreement to consolidate Highway services.

7. **TOWN & VILLAGE PARTICIPATION:** The Parties hereby agree that additional municipalities in Rockland County may be invited by the County to participate in this Shared Services Initiative and that the County, in its sole discretion, may enter into similar contracts with other entities.

8. **INDEPENDENT CONTRACTOR:** Except as otherwise provided in paragraph 3 above, each Party covenants and agrees that it and its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be employee(s), servant(s) or agent(s) of any other Party and that each Party and its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of any other Party including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

9. **PRIOR AGREEMENTS AND OBLIGATIONS:** The Parties agree that this Agreement is subject to each Party's respective obligations under the Labor Law of the State of New York and any applicable collective bargaining agreements. The Parties specifically agree that any collaborative use of their own, or the other Party's employees, resources or equipment shall not violate any obligation under the Labor Law of the State of New York, any applicable collective bargaining agreement or any other agreement entered into by and between them and their respective employees.

10. **EXCHANGE OF INFORMATION:** The Parties shall freely exchange information between themselves as needed to facilitate this Agreement. The Parties acknowledge that their employees may have access to sensitive and confidential materials including, but not limited to, attorney-client privileged documents. Employees of the Parties shall not disclose this information to any other person without the prior written permission of the Party who maintains the information.

11. **DEFENSE, INDEMNIFICATION, HOLD HARMLESS:** Except as otherwise provided in paragraph 3 above regarding the operations and responsibilities concerning this Agreement, the Parties covenant and agree to indemnify, defend and hold harmless each other, and their respective officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and in equity alleged to have been caused or sustained by or because of any omission of duty,

negligence or wrongful act on the part of any Party and its officers, employees or agents to the fullest extent permitted by law.

12. **INJURY, PROPERTY DAMAGE:** Each Party shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of such Party and its agents or employees in connection with its/their work, activities or services under this Agreement. Each Party represents and warrants that its agents and employees possess the experience, knowledge, skills and independence necessary for the work/services to be performed in connection with this Agreement. Any and all deductibles in the insurance policies described below shall be assumed by and be for the account and at the sole risk of each Party.

13. **INSURANCE REQUIREMENTS:** Each Party shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants and/or agents under the terms of this Agreement which shall include, but may not be limited to, the policies indicated below:

- {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- {X} Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- {X} Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employers' Liability (if not unlimited on the Workers' Compensation policy), Auto Liability and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
- {X} Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the NYS Workers' Compensation Law
- {X} Disability Insurance in accordance with the provisions and requirements of the NYS Disability Law
- {X} Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
- {X} All other insurance as required by law

{X} An "X" in the box indicates that the type of insurance specified is required.

The insurance companies issuing such policies shall have no recourse against County (including its agents) for payment of any premiums or assessments under any form of policy. Each Party warrants and represents that it has sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required or each liability policy as it applies to this Agreement and that

said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the term of this Agreement. Each Party shall provide, at the request of another Party, proof or guarantee or financial responsibility as it deems necessary.

Each Party shall cause the other party to be added and maintained as an additional insured on its General Liability, Property and Automobile liability insurance policies with respect to possession, care, custody, operation and use of equipment under this Agreement.

Unless and until each Town or Village obtains such insurance, this Agreement shall not be effective.

14. **REPRESENTATION:** In the event legal issues arise relative to the services provided for in this Agreement, each Town Attorney shall represent each Town, each Village Attorney shall represent each Village and the County Attorney shall represent the County.

15. **PROPERTY:** There will be no real or personal property acquired, held or disposed of relating to this Agreement unless first agreed to in writing signed by the Parties. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property.

16. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. **CLAUSES REQUIRED BY LAW:** The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

18. **ENTIRE AGREEMENT / NO MODIFICATION / SUPERSEDES ALL PRIOR AGREEMENTS:** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except by a writing signed by the Parties. By executing this Agreement, each Town and Village also expressly warrants and represents that all prior agreements and/or arrangements it entered into with the County for shared Highway services are hereby terminated, declared null and void and of no force and effect and superseded by this Agreement.

19. **NO ASSIGNMENT:** Each Party shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of every other Party.

20. **LAWS OF THE STATE OF NEW YORK:** This Agreement shall be governed by the Laws of the State of New York.

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

22. **LOCAL LAWS AND RESOLUTIONS:** Each Town and Village shall comply with all local laws and resolutions of the Legislature of Rockland County including, but not limited to, the filing of Disclosure Statements and Affirmative Action Plans.

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

24. **NON-DISCRIMINATION:** Each Party expressly agrees that neither it nor any person on its behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of age, alienage, color, creed, disability, gender, marital status, national origin, prior non-job related record of conviction, race, religion, sex, sexual orientation, military status or other legally protected status.

25. **NON-COLLUSION:** Each Party, by signing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared directly or indirectly in a manner contrary to the laws of the State of New York and the County of Rockland and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of the Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

26. **IRAN DIVESTMENT ACT:** Each Party agrees to comply with the Iran Divestment Act of 2012, set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, which requires bidders that bid on state or local government contracts to certify that they are not named on the list entitled “Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012,” which is available on the Office of General Services (OGS) website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Violation of this provision may result in, among other things, the termination of this Agreement.

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

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

DEPARTMENT OF HIGHWAYS

(Approved for signature of
County Executive)

By: _____
Charles H. Vezzetti
Superintendent

Dated: _____

DEPARTMENT OF LAW

(Approved for signature of
County Executive)

By: _____
BRIGITTE M. NAHAS BOTTA
Deputy County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **EDWIN J. DAY**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE COUNTY EXECUTIVE OF ROCKLAND COUNTY, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 11 NEW HEMPSTEAD ROAD, NEW CITY, NEW YORK, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE COUNTY OF ROCKLAND.

Notary Public

ATTESTATION:
AS CLERK TO THE LEGISLATURE, I HEREBY ATTEST THAT I KNOW THE SEAL OF THE LEGISLATURE OF ROCKLAND COUNTY, AND THAT THE SEAL AFFIXED TO THIS INSTRUMENT IS SUCH SEAL.

LAURENCE O. TOOLE
Clerk to the Legislature

Federal Identification No.: 13-6007337

VILLAGE OF UPPER NYACK

By: _____
KAREN TARAPA
Mayor

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **KAREN TARAPA**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT SHE IS THE MAYOR OF THE VILLAGE OF UPPER NYACK, A MUNICIPAL CORPORATION; HER OFFICE ADDRESS IS 328 NORTH BROADWAY, UPPER NYACK, NEW YORK 10960, AND SHE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF UPPER NYACK.

Notary Public

Federal Identification No.:

VILLAGE OF NYACK

By: _____
DONALD HAMMOND
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **DONALD HAMMOND**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF NYACK, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 9 NORTH BROADWAY, NYACK, NEW YORK 10960, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF NYACK.

Notary Public

Federal Identification No.: 13-6007330

VILLAGE OF SOUTH NYACK

By: _____
BONNIE CHRISTIAN
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **BONNIE CHRISTIAN**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT SHE IS THE MAYOR OF THE VILLAGE OF SOUTH NYACK, A MUNICIPAL CORPORATION; HER OFFICE ADDRESS IS 282 SOUTH BROADWAY, SOUTH NYACK, NEW YORK 10960, AND SHE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF SOUTH NYACK.

Notary Public

Federal Identification No.: 14-6002371

VILLAGE OF PIERMONT

By: _____
 BRUCE TUCKER
 MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **BRUCE TUCKER**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF PIERMONT, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 478 PIERMONT AVENUE, PIERMONT, NEW YORK 10968, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF PIERMONT.

Notary Public

Federal Identification No.: 13-6007331

VILLAGE OF SPRING VALLEY

By: _____
ALAN M. SIMON
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME ALAN M. SIMON, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF SPRING VALLEY, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 200 N. MAIN STREET, SPRING VALLEY, NEW YORK 10977, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF SPRING VALLEY.

Notary Public

Federal Identification No.: 13-6007299

VILLAGE OF HAVERSTRAW

By: _____
MICHAEL KOHUT
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **MICHAEL KOHUT**, TO
ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE
MAYOR OF THE VILLAGE OF HAVERSTRAW , A MUNICIPAL CORPORATION; HIS
OFFICE ADDRESS IS 40 NEW MAIN STREET, HAVERSTRAW, NEW YORK 10927, AND
HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF
HAVERSTRAW.

Notary Public

Federal Identification No.: 13-6007338

VILLAGE OF WEST HAVERSTRAW

By: _____
WILLIAM D'AMELIO
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **WILLIAM D'AMELIO**, TO
ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE
MAYOR OF THE VILLAGE OF WEST HAVERSTRAW, A MUNICIPAL CORPORATION;
HIS OFFICE ADDRESS IS 130 SAMSONDALE AVENUE, WEST HAVERSTRAW, NEW
YORK 10993, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF
THE VILLAGE OF WEST HAVERSTRAW.

Notary Public

Federal Identification No.:13-6007333

VILLAGE OF SUFFERN

By: _____
EDWARD MARKUNAS
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME **EDWARD MARKUNAS**,
TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS
THE MAYOR OF THE VILLAGE OF SUFFERN, A MUNICIPAL CORPORATION; HIS
OFFICE ADDRESS IS 61 WASHINGTON AVENUE, SUFFERN, NEW YORK 10901,
AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE
OF SUFFERN.

Notary Public

Federal Identification No.: 13-1879721

VILLAGE OF SLOATSBURG

By: _____
CARL S. WRIGHT
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME CARL S. WRIGHT, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF SLOATSBURG, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 96 ORANGE TURNPIKE, SLOATSBURG, NEW YORK 10974, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF SLOATSBURG.

Notary Public

Federal Identification No.: 14-6002238

VILLAGE OF HILLBURN

By: _____
CRAIG M. FLANAGAN, JR.
MAYOR

Dated: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME CRAIG M. FLANAGAN, JR., TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF HILLBURN, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 31 MOUNTAIN AVENUE, HILLBURN, NEW YORK 10931, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF HILLBURN.

Notary Public

Federal Identification No.: 13-3562411

VILLAGE OF KASER

By: _____
YAKOV DAVID NEIMAN
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME YAKOV DAVID NEIMAN, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF KASER, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 15 ELYON ROAD, MONSEY, NEW YORK 10952, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF KASER.

Notary Public

Federal Identification No.: 13-6007292

VILLAGE OF GRANDVIEW

By: _____
LAWRENCE R. LYNN
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME LAWRENCE R. LYNN, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF GRANDVIEW, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 118 RIVER ROAD, GRANDVIEW, NEW YORK 10960, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF GRANDVIEW.

Notary Public

Federal Identification No.: 13-3148318

VILLAGE OF WESLEY HILLS

By: _____
MARSHALL KATZ
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME MARSHALL KATZ, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF WESLEY HILLS, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 432 ROUTE 306, WESLEY HILLS, NEW YORK 10952 , AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF WESLEY HILLS.

Notary Public

Federal Identification No.: 13-3367911

VILLAGE OF MONTEBELLO

By: _____
LANCE N. MILLMAN
MAYOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME LANCE N. MILLMAN, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF MONTEBELLO, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 1 MONTEBELLO ROAD, MONTEBELLO, NEW YORK 10901, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF MONTEBELLO.

Notary Public

Federal Identification No.: 13-6007311

TOWN OF ORANGETOWN

By: _____
CHRISTOPHER DAY
SUPERVISOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME CHRISTOPHER DAY, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF ORANGETOWN, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 26 W. ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF ORANGETOWN.

Notary Public

Federal Identification No.: 13-6007298

TOWN OF CLARKSTOWN

By: _____
GEORGE HOEHMANN
SUPERVISOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME GEORGE HOEHMANN, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF CLARKSTOWN, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 10 MAPLE AVENUE, NEW CITY, NEW YORK 10956 , AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF CLARKSTOWN.

Notary Public

Federal Identification No.: 13-6007324

TOWN OF RAMAPO

By: _____
MICHAEL B. SPECHT
SUPERVISOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME MICHAEL B. SPECHT, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF RAMAPO, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 237 ROUTE 59, SUFFERN, NEW YORK 10901, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF RAMAPO.

Notary Public

Federal Identification No.: 13-6007332

TOWN OF STONY POINT

By: _____
JAMES MONAGHAN
SUPERVISOR

Dated: _____

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

ON THE ____ DAY OF _____, 2019 BEFORE ME CAME JAMES MONAGHAN, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF STONY POINT, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 74 EAST MAIN STREET, STONY POINT, NEW YORK 10980, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF STONY POINT.

Notary Public

Federal Identification No.: 13-6007298

TOWN OF HAVERSTRAW

By: _____
HOWARD T. PHILLIPS
SUPERVISOR

Dated: _____

STATE OF NEW YORK)
) ss.:

COUNTY OF ROCKLAND)

ON THE ___ DAY OF _____, 2019 BEFORE ME CAME HOWARD T. PHILLIPS, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE SUPERVISOR OF THE TOWN OF HAVERSTRAW, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 1 ROSMAN ROAD, GARNERVILLE, NEW YORK 10923, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE TOWN OF HAVERSTRAW.

Notary Public

SCHEDULE A

Purpose of the Agreement:

To promote the routine sharing of personnel, equipment and materials at the discretion of their owners/employers. To include Highway Department and all other functions as appropriate. County will operate a clearinghouse of information from all participating Highway Departments and DPWs that provide inventories of equipment, materials and personnel they are willing to share, depending on availability, including backhoes, bucket trucks, and any other equipment approved by each lending municipality. Equipment and vehicles to be included are those that are not typically used every day and can be scheduled in advance.

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

Project Descriptions:

1. County Highway Department will share Menzi mucker (6 days), Dozer (15 days), Low Bow with Tractor (50 days), Sign Boards (100 days), Roller (15 days), as available, plus other specialty equipment. (Savings = avoided cost of renting this equipment)

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

2. County will formalize sharing of street line paint truck to paint all centerlines and curb lines for towns and villages. Each municipality contributes to annual cost of maintenance and repair proportionate to its use. Comes with an operator. (Savings = 54 days loaned out X avoided rental cost of \$2,500/day)

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

3. County will share 6,000 tons of road salt storage space at new County salt storage facility to

be built in Chestnut Ridge in 2019 as part of new County garage. Increases storm resiliency. (Savings = 6,000 tons x \$100/ton avoided storage cost; estimate excludes the avoided \$1,000,000 construction cost)

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

4. County shares highway engineer for consulting engineer reviews on request. (Savings = avoided cost private sector engineering review).

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Wesley Hills, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

5. County shares survey crew to establish Right Of Way lines for town roads (Savings = avoided cost of private sector survey crew)

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Wesley Hills, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

6. County Highway Dept to coordinate town and village access to shared trainings in professional development, safety zone, chainsaw and related matters through Cornell Local Roads Program, APWA and other providers.

Participants: County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

7. Rockland County to provide municipal engineering services to towns or villages for highway and drainage projects.

Participants: County, Ramapo, Wesley Hills, Kaser, Spring Valley

8. Contract with Town for paving and related street maintenance projects as needed (e.g. Kilby St). Repairs extend life of street and avoid cost of a full re-build of the road. Orangetown

charges for labor and materials, but not use of the equipment.

Participants: Orangetown, Nyack, South Nyack, Grandview, Piermont

9. Coordinate work on major infrastructure project - water line improvement between West Nyack and Nyack. Nyack has authorized bonding for up to \$10M for this 5 year project. (Savings = 10% reduction in cost due to shared engineering and project coordination_)

Participants: Nyack, Clarkstown

10. Villages will contract with Town of Ramapo for tree trimming and removal in village parks not covered by current town contract for road maintenance. (Savings = avoided cost of hiring private tree service)

Participants: Ramapo, Montebello, Wesley Hills

Note:

- (a) Each municipality participating in this Agreement shall generate and produce to the County of Rockland at the time of its execution of this Agreement a list of all personnel, equipment and materials available to be shared. The County of Rockland subsequently shall post each municipality's list online along with the County of Rockland's list of available personnel, equipment and materials.
- (b) All equipment shall be shared at the rates set forth in the 2017 FEMA Schedule of Equipment Rates.

Introduced by:

Hon. Alden H. Wolfe, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Nancy Low-Hogan, Sponsor
Hon. Jay Hood, Jr., Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Lon M. Hofstein, Sponsor
Hon. Aney Paul, Sponsor

Referral No. 6394
February 5, 2019

**RESOLUTION NO. 79 OF 2019
APPROVING THE EXECUTION OF AN INTERMUNICIPAL SHARED SERVICES
AND COLLABORATION AGREEMENT BETWEEN THE COUNTY OF ROCKLAND
ON BEHALF OF ITS DEPARTMENT OF HIGHWAYS AND VARIOUS TOWNS AND
VILLAGES AS LISTED ON THE ANNEXED SCHEDULE A TO IMPLEMENT
THE ROCKLAND COUNTY SHARED HIGHWAY SERVICES INITIATIVE
FOR THE PERIOD FROM THE DATE THE AGREEMENT IS FULLY EXECUTED
THROUGH JANUARY 31, 2024 WITH AUTOMATIC RENEWALS UNLESS
TERMINATED IN WRITING BY ANY PARTY TO THE AGREEMENT AND
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
THE INTERMUNICIPAL AGREEMENT
[DEPARTMENT OF HIGHWAYS]**

HOOD, JR./HOFSTEIN, JOBSON: UNAN.

WHEREAS, The Superintendent of Highways requests that the County Executive and the Legislature of Rockland County approve an Intermunicipal Shared Highway Services and Collaboration Agreement between the County of Rockland, on behalf of its Department of Highways, and the various participating towns and villages, which are indicated on the annexed Schedule A, to implement the Rockland County Shared Highway Services Initiative for the period from the date the agreement is fully executed by all of the parties through January 31, 2024, with automatic renewals unless terminated in writing by any party to the agreement; and

WHEREAS, The goal of this project is to legalize and promote the routine sharing of Highway personnel, equipment and materials at the discretion of their owners/employers and to operate a clearinghouse of information from all participating Highway Departments and Departments of Public Works; and

WHEREAS, Both the County and the various towns and villages are "municipal corporation[s]" as defined in New York General Municipal Law section 119-n(a); and

WHEREAS, General Municipal Law section 119-o(1) provides, in relevant part, that "municipal corporations . . . have [the] power to enter into . . . agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a . . . contract basis," provided that such agreements are "approved by each participating municipal corporation . . . by a majority vote of the voting strength of its governing body"; and

WHEREAS, The residents of the County and the various towns and villages will benefit from the Intermunicipal Shared Highway Services and Collaboration Agreement; and

WHEREAS, The governing body of each town and village that intends to execute the Intermunicipal Shared Highway Services and Collaboration Agreement will approve the agreement via resolution prior to signing the agreement; and

WHEREAS, Sufficient funding for the Intermunicipal Shared Highway Services and Collaboration Agreement is available in the 2019 Budget of the Department of Highways and is contingent upon budget appropriations for 2020, 2021, 2022, 2023 and 2024; and

WHEREAS, The Planning & Public Works and Budget and Finance Committees of the Legislature have met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves, pursuant to New York General Municipal Law sections 119-n(a) and 119-o(1), the Intermunicipal Shared Highway Services and Collaboration Agreement between the County of Rockland, on behalf of its Department of Highways, and the various participating towns and villages, which are indicated on the annexed Schedule A, to implement the Rockland County Shared Highway Services Initiative for the period from the date the agreement is fully executed by all of the parties through January 31, 2024, with automatic renewals unless terminated in writing by any party to the agreement, and hereby authorizes the County Executive to execute the Intermunicipal Shared Highway Services and Collaboration Agreement on behalf of the County, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for the Intermunicipal Shared Highway Services and Collaboration Agreement is available in the 2019 Budget of the Department of Highways and is contingent upon budget appropriations for 2020, 2021, 2022, 2023 and 2024.

BNB:dc
2019-00220
1-18-19
r. 1-23-19 dc
1/31/19 dc
1/31/19, 2/6/19/dmg

SCHEDULE A

Purpose of the Agreement:

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Participants: County, Ramapo, Wesley Hills, Kaser, Spring Valley

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Participants: Orangetown, Nyack, South Nyack, Grandview, Piermont

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Participants: Nyack, Clarkstown

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- (b) All equipment shall be shared at the rates set forth in the 2017 FEMA Schedule of Equipment Rates.

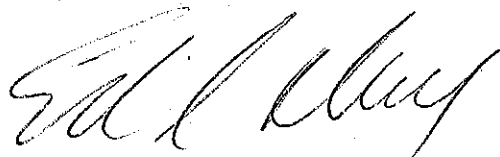
STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

I, the undersigned, Clerk to the Legislature of the County of Rockland DO HEREBY CERTIFY that the attached is an original resolution of such Legislature, duly adopted on the 5th day of February 2019 by a majority of the members elected to the Legislature while such Legislature was in regular session with a duly constituted quorum of members present and voting.

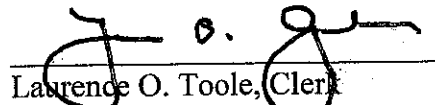
I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of seventeen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 6th day of February 2019.

Date sent to the County Executive:
February 6, 2019



Edwin J. Day, County Executive
County of Rockland



Lawrence O. Toole, Clerk
Rockland County Legislature

2/11/19

Date

Law Offices
of
COSTA & ASSOCIATES

135 Main Street, Suite 201, Nyack, New York 10960
costalawgroup@costalawgroup.net

Tel: (845) 353-5155

EFax: (845)678-3424

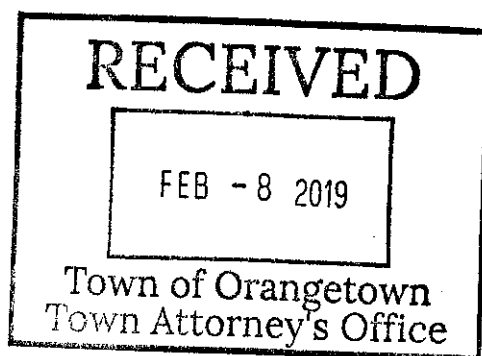
John A. Costa, Esq.

Cynthia A. Costa-Trahan, Esq.*

*Admitted in NJ

February 6, 2019

Richard S. Pakola, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962



Re: Parseghian Site Plan
Route 303, Town of Orangetown
Section 70.10, Block 3, Lot 18

Dear Mr. Pakola:

Enclosed for your review and attention is the proposed Sanitary Sewer Easement for the benefit of the Town of Orangetown which is required in accordance with the approval of the above site plan. Also enclosed is the signed TP-584.

The above needs to be executed by the Town Supervisor. I have arranged for and prepaid Jade Abstract Company for the required title insurance as indicated on the also enclosed Jade invoice/title report.

Please return the fully signed documents to this office and I will arrange for recording same.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John A. Costa".

John A. Costa, Esq.

JAC/hp

Enclosure

Jade Abstract Co., Inc. Title No. 34326 JAD

Invoice for Title Services

Jade Abstract Company, Inc.

151 South Main Street

New City, New York 10956

Phone: 845-634-3345 Fax: 845-634-3108

Date of Closing

Title No. 34326 JAD
 Prepared for: John Costa, Esq.
 Parties: Parseghian to Town of Orangetown
 Premises: 594 Route 303, Blauvelt, New York
 County Rockland

	Amount	Price
Fee Insurance	\$35,000.00	\$342.00
Endorsements		
Others		
NYS Mtg Tax		
Recording Fees		
Commercial Deed		
RP-5217		
Storm Fac. Declaration		\$100.00
(2) Access Easements		\$182.00
Sanitary Sewer Easement		\$91.00
UCC's		
Service Charge		\$200.00
NYS Sales Taxable Items		
Municipals		
Bankruptcy/Patriots		\$24.00
Cert. of Good Standing		
8.375%		\$2.01
Survey Inspection		
Escrows		
Tax Escrows		
Tax Pmt/Escrow Svc Charge		
TOTALS		\$941.01

Notice Statement regarding Ancillary Charges:

Title charges for this transaction may include charges for certain services not specified in the TIRSA Rate Manual and are provided by Jade Abstract Company, Inc. at the request of your Lender or Attorney. The issuance of the title policy is not dependent upon the performance of such additional services.

3369

COSTA & ASSOCIATES
EXPENSE ACCOUNT
135 MAIN ST., STE. 201
NYACK, NEW YORK 10960

DATE Dec. 10, 2018 10-4-220

PAY TO THE ORDER OF Jade Abstract Co, Inc.
Nine Hundred Forty one and 01/100

\$ 941.01

DOLLARS  Security Features included. Details on back.



FOR check # 34326 JAD

[Handwritten Signature]

⑈003369⑈ ⑆022000046⑆

9851840620⑈

Title No.: 34326 JAD

Parties: Parseghian to The Town of Orangetown

**THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.
THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL
LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS
INFORMATION CAREFULLY.**

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California Corporation, (hereinafter referred to as the "Company", for valuable consideration, does hereby certify to the proposed Insured named in Schedule A that an examination of title to the land as set forth in Schedule A has been made in accordance with the Company's usual procedures as the Company commits to issue its policy or policies of title insurance, and identified in Schedule A, in favor of the proposed Insured, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums charged herefor; all subject to the provisions of Schedule A and B hereto and the Conditions and Stipulations, Standard Exclusions and Standard Exceptions hereof, all as set forth herein.

This Commitment shall be null and void: (1) if the fees herefor are not paid; (2) if the proposed Insured, his attorney or agent, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company and (3) upon delivery of the policy.

Any claim arising hereunder or by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of title insurance policy. If the proposed Insured acquired or acquires, any interest or lien to be insured hereunder prior to the delivery hereof, the Company assumes no liability hereunder except under the policy when issued.

The use of this Commitment is intended for attorneys only. The exceptions as may be set forth herein may affect the marketability of the title to the land set forth in Schedule A hereto. You should consult your attorney before taking any action based upon the contents hereof. The Company's representative at any closing held hereunder may not and will not act as legal adviser to any of the parties to the closing or draw legal instruments for such parties. Such representative is permitted to be of assistance only to an attorney. You are advised to have your own attorney present at any closing held hereunder.

In Witness Whereof, the Company has caused its Corporate Name and Seal to be hereunto affixed; and this instrument, including the Conditions and Stipulations and Standard Exceptions hereto, to become valid when Schedule A and B have been attached hereto

Questions concerning this Commitment should be directed to:

Jade Abstract Company, Inc.
151 S. Main Street
New City, New York 10956
Voice: 845-634-3345
Fax: 845-634-3108
email: JadeAbstract@optonline.net

Certification Date: 4/13/18

Redated: _____

By: _____

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia H. Power
Secretary

Schedule "A" (certification)

Effective Date: **4/13/18**

Policy or policies to be issued:

ALTA Owner's Policy 2006 (with N.Y. Endorsement Modifications)

Proposed Insured

TOWN OF ORANGETOWN

ALTA Loan Policy 2006 (with N.Y. Endorsement Modifications)

N/A

Proposed Insured:

N/A

Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:
GREGORY PARSEGHIAN, JAMES PARSEGHIAN, LISA PARSEGHIAN AND DONNA PARSEGHIAN, who acquired title by Deed from PAR Builders, Inc. dated 8/30/84 recorded 10/23/84 in Reel 72 page 1367 (*covers premises herein and more*).

The land referred to in the Commitment is described as follows: (see Schedule "A" description of Premises) Premises are also referred to as:

State of **New York** County of: **Rockland** Town of: **Orangetown** Village of: **N/A**

Tax Designation: SWIS Code: **392489** Section: **70.10** Block: **3** Lot: **18 (p/o)**

Address: **594 Route 303, Blauvelt, New York 10913**

This commitment has been prepared for: John Costa, Esq.

SCHEDULE A (description of premises)

**SEWER EASEMENT TO THE TOWN OF ORANGETOWN
TOWN OF ORANGETOWN, ROCKLAND COUNTY, STATE OF NEW YORK**

PORTION OF TAX ID # 70.10-3-18

ALL that certain lot, tract, or parcel of land, situate, lying and being in the Town of Orangetown, County of Rockland and State of New York, being a sewer easement across a portion of Section 70.10 - Block 3 - Lot 18 to be granted to the Town of Orangetown, and being more particularly described as follows:

COMMENCING at a point in the division line between lands now or formerly of Parseghian (Liber 72 page 1367) on the north, lands now or formerly of Comtec Enterprises Inc. (Instrument No 1999-046806) on the south, and the westerly highway boundary of New York State Route 303 on the east; thence along said highway boundary North 03° 50' 00" East 22.007 feet to the point of beginning; thence from the said point of beginning through lands now or formerly of Parseghian the following two courses and distances:

1. North 85° 41' 42" West 34.30 feet to a point;
2. South 18° 31' 00" West 13.77 feet to a point in the division line with lands now or formerly of A & F Holdings Inc. (Instrument No. 2001-51379);

thence along said division line North 70° 44' 30" West 14.68 feet to a point; thence through the lands of Parseghian the following six (6) courses and distances:

1. North 05° 57' 01" West 62.63 feet to a point;
2. North 04° 18' 18" East 227.65 feet to a point;
3. South 85° 41' 42" East 15.00 feet to a point;
4. South 04° 18' 18" West 226.30 feet to a point;
5. South 05° 57' 01" East 29.90 feet to a point;
6. South 85° 41' 42" East 42.49 feet to a point in the westerly highway boundary of New York State Route 303;

thence with said highway boundary South 03° 50' 00" West 24.00 feet to the point of beginning.

SCHEDULE B

1. Defects and encumbrances arising or becoming a lien after the date of the policy to be issued, except as therein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premise.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as the to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to by or with the privity with the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways, or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this Commitment specifically provides that such titles, rights, or easements are insured. Notwithstanding any provision in this paragraph to the contrary, the policy to be issued, unless otherwise excepted in the Commitment, will insure the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise. (No search has been made for financing statements except as may have been ordered and reported separately.
Note: Items 1 thru 6 will not appear in Schedule B of the Policy if this Commitment calls for an ALTA Policy since the matters addressed by these items are provided for elsewhere in said policy.
7. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- continued -

SCHEDULE B (continued)

Set forth below are the additional matters, which will appear in our policy as Exceptions from coverage, unless disposed of to our satisfaction prior to closing or delivery of policy.

9. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein (see separate schedule entitled TAX SEARCH.)
10. Rights of tenants and persons in possession.
11. Mortgages returned herewith and set forth herein affecting the premises as follows: **NONE (0)**
12. In the absence of a satisfactory survey, certified to the Company, the exact location of the premises, the courses and distances stated and the dimensions given will not be insured.
13. Any state of facts an accurate survey and personal inspection would disclose.
14. Proof is required that the certified owner(s) herein have not been known by any other names in the last ten years.
15. If a Power of Attorney is to be used to execute **any** closing documents, this Company must review said Power of Attorney **prior to closing**. (New form Power of Attorney effective 9/12/10).
16. If certified owner(s) herein will not be attending closing in person, this company must be notified and the following will be required:
 - (a) Any pre-signed documents, including affidavits, must be forwarded to this company for review prior to closing.
 - (b) Owner(s) must sign authorization for this company to communicate with any lien holder on premises herein.
 - (c) Picture I.D. must be provided.
17. **The New York State Department of Taxation and Finance has issued a new form TP-584, which must be used beginning April 15th, 2013.**
PLEASE NOTE: the SWIS Code (Statewide Information System) must now be included as part of the Tax Designation (see Tax Search herewith for SWIS Code information). Transferor(s) must certify that she/he/they are New York State Residents by signing Part I Schedule D of NYS TP-584 (version 4/13). If Transferor(s) are out of state resident(s), transferor(s) must **either** sign Part II Schedule D **or** Form IT-2663, must be completed and signed and a check for any tax due made payable to "NYS Income Tax" must be provided

SCHEDULE B (continued)

at, or prior to closing. (Note: Form IT-2663 changes each tax year and the form for the **tax year** in which the transfer occurs **must** be used).

18. As of January 1, 2015, the Rockland County Clerk will not accept any hand written changes to the RP-5217 which **MUST** be completed on line. Please note that the barcode found at the bottom of the form, which captures all data entered by the user, is recalculated each time the information is changed / added / deleted. **The form must be saved each time the document is re-opened and changed in order to capture the changes.** This feature allows data changes to be captured right up to the point where the document is printed for signatures prior to the closing and / or Deed recording. The bar-coded data provides the mechanism to share and transmit data between parties who, in the past, received data via the "four-part" paper copy of the RP-5217. Therefore, it is imperative that the transfer information be complete, accurate and entered from a PC into the document.

The PDF forms are available on line at:

http://www.tax.ny.gov/pdf/current_forms/property/tp584_fill_in.pdf

http://www.tax.ny.gov/pdf/current_forms/orpts/rp5217.pdf

(Please note where the links appear to have spaces, they are actually underlines _).

These links are also available on the Rockland County Clerk's website at:

<http://www.rocklandcountyclerk.com>

19. Judgment Searches in Rockland County vs. James Parseghian, Donna Parseghian, Lisa Parseghian and Gregory Parseghian disclosed no returns.

****NOTE** All checks over \$500.00 for title fees, taxes and escrows must be bank, certified or attorney trust checks.**

TAX SEARCH

State of New York
County of Rockland
Town of Orangetown
Village N/A
School District South Orangetown CSD
SWIS Code: 392489

Section 70.10 Block 3 Lot 18 *(covers premises herein and more)*
For Information only: Address: 594 Route 303, Blauvelt, New York 10913

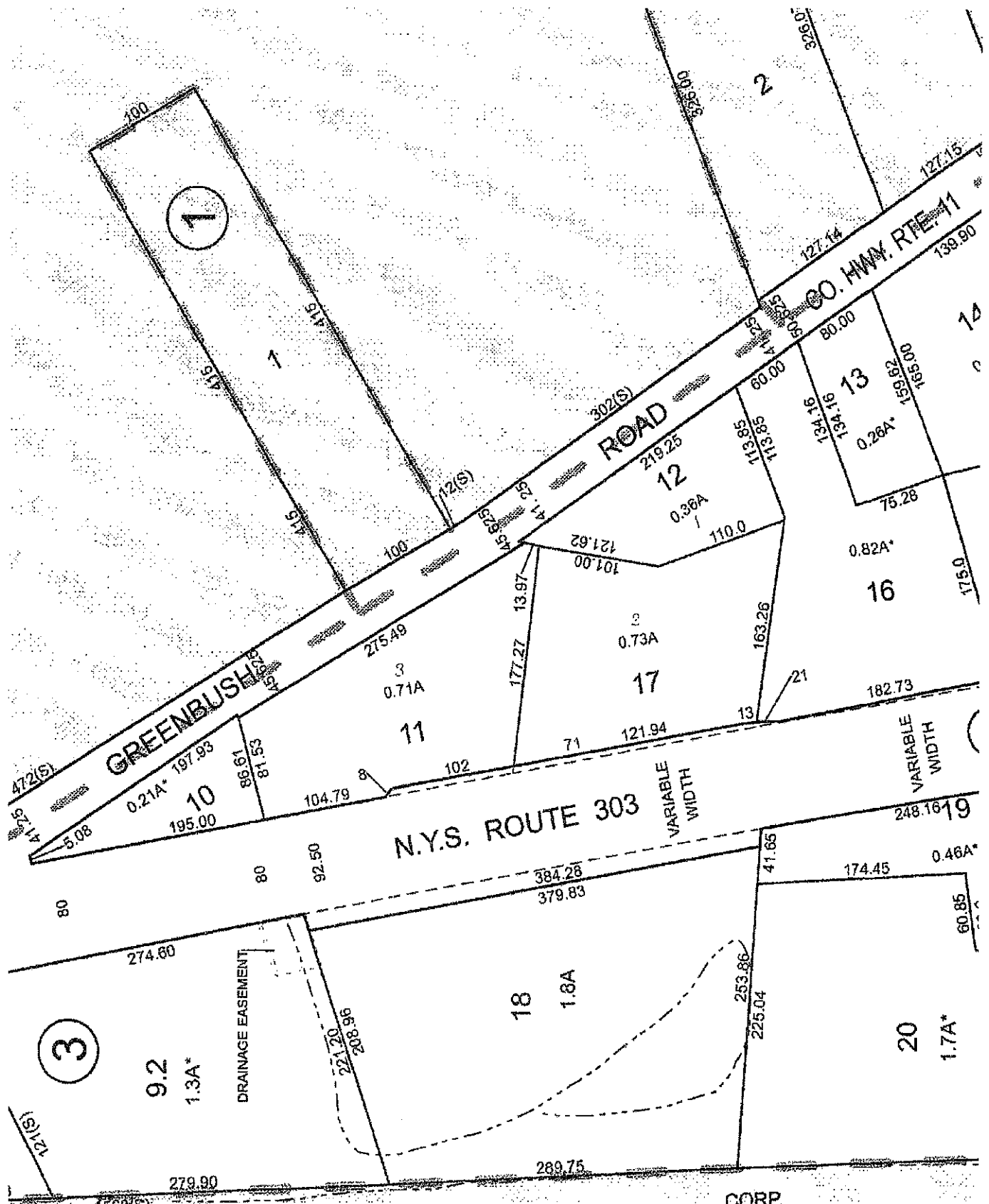
Assessed to: Parseghian, Gregory and James
Assessed Values: \$99,700 Land \$99,700 Total
Exemptions: NONE
Acreage: 1.80 Acres
Property Class Code: 330 - Vacant Land in Commercial Area

2018 County and Town Tax due 1/1 **\$3,017.00 Paid**
(Tax Period 1/1 – 12/31)

2017/18 School Tax due 9/1 **\$6,517.01 Paid**
(Tax Period 9/1 – 8/31)

ARREARS: NONE

Proof of payment of all separate water and sewer charges is required. Final water/sewer bill must be furnished at, or prior to closing.



Parcel	Dimensions	Area
27	265.25, 18, 0.53A, 133.79, 129.77	105.00
26	109.94, 17, 0.35A, 162.34	20.57
25	76.60, 16, 0.38A, 178.71	91.91
24	91.91, 51, 0.41A, 176.14	129.97
23	129.97, 14, 0.45A, 172.98	88.44
22	88.44, 2, 0.35A, 172.98	88.44
21	88.44, 1, 0.35A, 172.98, 174.34	88.44
20	174.45, 0.46A*, 60.85	64.82

Municipal Searches

Title No. 34326 JAD

The following searches are provided for information only and will not be included in any Title Insurance Policy to be issued hereunder.

Street Report:

The street on which premises fronts is

- Maintained by the municipality
- A Private Street
- Maintained by the Homeowners Association or Board of Managers
- Not yet dedicated to the municipality

Violation Search:

- Ordered by Applicant Not required per Applicant
- Violation search has been ordered but not yet received
 - Owner must contact building department for consent to entry
- Results attached
- New Construction – not required

Certificate of Occupancy Search:

- Ordered by Applicant Not required per Applicant
- Certificate of Occupancy Search has been ordered but not yet received.
- Results attached
- New Construction – Final Certificate of Occupancy to be provided

Bankruptcy Searches:

- Ordered but not yet received Not required per Applicant
- Results attached

Patriot Searches:

- Ordered but not yet received Not required per Applicant
- Results attached

Title No: 1787-34326JAD

COUNTY CLERK SEARCH(05/03/2018)

Last Name: (Parseghian)

First Name: (Gregory)

Run Date: To: 05/03/2018

EASTERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:Gregory

(EASTERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

SOUTHERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:Gregory

(SOUTHERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

Patriot - (PATRIOT DATA AS OF (SDN) 04/30/18 (FSE) 04/06/18)

Search Parameters- Last:Parseghian First:Gregory

END RETURNS

Last Name: (Parseghian)
First Name: (James)

Run Date: To: 05/03/2018

EASTERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:James

(EASTERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

SOUTHERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:James

(SOUTHERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

Patriot - (PATRIOT DATA AS OF (SDN) 04/30/18 (FSE) 04/06/18)

Search Parameters- Last:Parseghian First:James

END RETURNS

Last Name: (Parseghian)
First Name: (Lisa)

Run Date: To: 05/03/2018

EASTERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:Lisa

(EASTERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

SOUTHERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:Lisa

(SOUTHERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

Patriot - (PATRIOT DATA AS OF (SDN) 04/30/18 (FSE) 04/06/18)

Search Parameters- Last:Parseghian First:Lisa

END RETURNS

Last Name: (Parseghian)
First Name: (Donna)

Run Date: To: 05/03/2018

EASTERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:Donna

(EASTERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

SOUTHERN DISTRICT BANKRUPTCY SEARCH:

Search Parameters- Last:Parseghian First:Donna

(SOUTHERN DISTRICT FROM (FEBRUARY 98 TO 04/30/18)

END RETURNS

Patriot - (PATRIOT DATA AS OF (SDN) 04/30/18 (FSE) 04/06/18)

Search Parameters- Last:Parseghian First:Donna

END RETURNS

T 691

Standard N.Y.S.T.U. Form 9902; Payable & sale deed with caveat against grantor's title - 102. 46 Corp. single sheet

DATE DUPE

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 30th day of August, nineteen hundred and eight-four BETWEEN PAR BUILDERS, INC. with offices at West Gate Motor Lodge, Nyack, New York

party of the first part, and GREGORY PARSEGHIAN, JAMES PARSEGHIAN, LISA PARSEGHIAN and DONNA PARSEGHIAN 1015 Washington Ave., Old Tappan, N.J.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being known at Blauvelt, in the Town of Orangetown, County of Rockland, New York, bounded and described as follows:

BEGINNING at a point marked by an iron pipe set in the Westerly side of State Highway No. 303, which said point is distant Northerly measured along the Westerly side of State Highway No. 303, 0.50 Feet from a Rockland County Highway monument, said point of beginning being also the Northeast corner of premises now or formerly of Bottirolti;

RUNNING thence (1) along the Westerly side of State Highway No. 303 on a course of North 3 degrees 59' East for a distance of 384.28 feet to a point marked by an iron pipe and in the line of lands now or formerly of Dietz;

THENCE (2) along said last mentioned lands on a course of South 86 degrees 18' West a distance of 221.56 feet to an iron pipe set in the Easterly right of way line of West Shore Railroad;

THENCE (3) on a course South 11 degrees 25' West along the Easterly right of way line of the West Shore Railroad a distance of 289.75 feet to an iron pipe;

THENCE (4) on a course of South 71 degrees 0' East along the Northerly line of lands now or formerly of Dietz a distance of 224.74 feet;

THENCE (5) along lands now or formerly of Bottirolti on a course of South 73 degrees 30' East a distance of 42.00 feet (47 feet per deed) to the BEGINNING POINT.

BEING the same premises conveyed to the Grantor herein by deed dated October 27, 1980 and recorded November 7, 1980 in Liber 1050 pg. 827.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Edward Parseghian

PAR BUILDERS, INC. Maria Parseghian, President

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Jersey Bergen
STATE OF NEW YORK, COUNTY OF ROCKLAND

STATE OF NEW YORK, COUNTY OF Rockland

On the 30th day of August 19 84 before me personally came Edward Parseghian to me known, who, being by me duly sworn, did depose and say that he resides at No. 425 Madison Avenue, New Milford, NJ 07646; that he is the Secretary of Par Builders, Inc, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Edward Parseghian
Edward Parseghian, Secretary

GRACE E. HOGAN
A Notary Public in and for the State of New York
My Comm. Expires July 2, 1985

Bargain and Sale Deed
WITH COVENANTS AGAINST CRANTON'S ACTS

TITLE No.

PAR BUILDERS, INC.

TO
GREGORY PARSEGHIAN, JAMES
PARSEGHIAN, LISA PARSEGHIAN
and DONNA PARSEGHIAN

RECEIVED
\$ 360.00
REAL ESTATE
OCT 23 1984
TRANSFER TAX
ROCKLAND
COUNTY

SECTION
BLOCK
LOT

COUNTY OR TOWN Orange Town
Rockland County

RETURN BY MAIL TO:

Ronald V. Kenderian, P.A.
P.O. Box 716
Alpine, NJ 07620

Zip No.

9:40

360.00

OCT 23 1984

16223

Reserve this space for use of Recording Office.
I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WERE RECORDED IN THE CLERK'S OFFICE OF ROCKLAND CO. N.Y. 10/23 84 AT 9:40 AM. IN BOOK 72 PAGE 1307 OF LAND RECORDS.
Joseph R. Holland
Rockland County Clerk
BOOK 0079 PAGE 136

CONDITIONS AND STIPULATIONS

1. If the proposed Insured has acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 2 of these Conditions and Stipulations.
2. Liability of the Company under this Commitment shall be only to the named proposed Insured and such other parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
3. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based upon and are subject to the provisions of this Commitment.
4. Unless the estate or interest in real property covered by this Commitment is a cooperative unit or a mortgage upon a cooperative unit, this Commitment provides no insurance for the title to personal property.

CLOSING REQUIREMENTS

1. **CLOSING INSTRUMENTS.** If any of the closing instruments will be other than those commonly used, or if the instruments contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed instruments in advance of the closing. All instruments recorded by the Company in connection with this transaction will be returned directly by the City Register or County Clerk's Office to the party indicated thereon.
2. **CORPORATIONS:** When a corporation is to execute at closing, or has executed since the date of this commitment, a deed, mortgage or lease affecting the premises to be insured, compliance with the provisions of the Business Corporation Law is required.
3. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such intermediary must be furnished to the Company prior to the closing so that appropriate searches can be made and relevant exceptions raised. Otherwise, the closing may be adjourned.
4. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or from other persons appointed by a court for the sole purpose of conveying property.
5. **MUNICIPAL SEARCH:** When Municipal Department searches are requested, the accuracy of the returns thereon are not insured nor are such searches continued beyond the date of the original search.
6. **POWERS OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of the Power must be submitted to the Company prior to closing. The identity of the grantor or donor of the Power as well as the continued validity of the power must be established at the closing to the Company's satisfaction. At the date and time of the closing, the grantor or donor of the Power must be available to confirm the Power's continued validity.
7. **PROOF OF IDENTITY:** The identity of all persons executing the papers delivered at the closing must be established to the Company's satisfaction. Photographic identification will be required of all participants executing papers at the closing.
8. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps have been filed in the appropriate City Register or County Clerk's Office.

MISCELLANEOUS PROVISIONS

1. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered by the fee owner, this commitment will set forth the specific survey exceptions which this Company will include in our policy. Whenever the word "trim" is used in any survey exception from coverage, it shall be deemed to include roof, cornices, moldings, belt curves, water tables, keystones, pilasters, porticos or balconies, any of which project beyond the street or boundary line.
2. This Company's examination of title will include a search for any unexpired financing statements ("UCC's") which affect fixtures located on the premises and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office to the City Register or of the County Clerk of the county in which the real property is located. No search has been made for other financing statements because we do not insure title to personal property. The foregoing does not apply to cooperative unit titles.
3. This Company must be notified immediately of the recording or filing, after the date of this commitment, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this commitment and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise dispose of any such lien.
4. If the insured desires affirmative insurance regarding any of the restrictive covenants raised in this commitment, please request such affirmative insurance in advance of the closing date, as such a request may not be considered at the closing.
5. If the insured ascertains that there is additional property or an appurtenant easement for which the insured desires insurance, please contact this Company in advance of the closing so that an appropriate title search may be made. In some cases, the rate manual may require that we make an additional charge for the search of examination as well as for the affirmative insurance.

STANDARD EXCLUSIONS

The following matters are expressly excluded from the coverage of this Commitment as well as from the Policy and the Company will not pay any loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- I. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violations affecting the land has been recorded in the public records at the date of this Commitment or at the Date of Policy.
2. Any governmental police power not excluded by (1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the Commitment Date or at the Date of Policy.
3. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the Date of this Commitment or Date of Policy, but not excluding from coverage any taking which has occurred prior to the Commitment Date or Date of policy which would be binding on the rights of a purchaser for value without knowledge.
4. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of this Commitment or Date of Policy, but known to the insured claimant and not disclosed in writing to the company by the insured claimant prior to the date the insured claimant became an insured under this policy.

- (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to date of this Commitment or Date of Policy (except to the extent that this Commitment or the Policy insures the priority of the lien of an insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or other estate or interest insured by this Commitment or by the Policy.
5. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this Commitment or the Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the estate or interest insured by this Commitment or by the Policy being deemed a fraudulent conveyance or fraudulent transfer or (ii) the transaction creating the estate or interest insured by this commitment or the Policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

If the estate or interest insured hereunder is a mortgage, then the following matters are expressly excluded from the coverage of this Commitment and the Policy and the Company will not pay loss, or damage costs, attorneys' fees or expenses which arise by reason of: (a) the unenforceability of the lien of the insured mortgage because of the inability or failure of the Insured at the date of this Commitment or Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated and/or (b) the invalidity or unenforceability of the lien of the insured mortgage or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

**NY Commitment
for Title Insurance
NEW YORK**

**W E S T C O R
L A N D T I T L E
I N S U R A N C E C O M P A N Y**

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407)629-5842

**CONSUMER ACKNOWLEDGMENT OF TITLE INSURANCE
PREMIUMS, FEES, AND SERVICE CHARGES**

This form should be attached to all final invoices

Date:

Title No. 34326 JAD

The Property: 594 Route 303, Blauvelt, New York

To: (Buyer/Borrower) Town of Orangetown

I acknowledge that I have reviewed the premium calculations, fees and service charges being charged to me. I acknowledge that these charges have been explained to me and that I understand them as set forth on this memorandum.

NOTE: You are required to sign this memorandum of acknowledgment pursuant to New York State Insurance Law.

TO BE SIGNED BY BUYER/BORROWER

Buyer/Borrower

Buyer/Borrower



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input checked="" type="checkbox"/> check if more than one grantor) Parseghian, Lisa, Parseghian, Donna, Parseghian, Gregory, Parseghian, James	Social security number
	Mailing address 26 Route 59	Social security number
	City State ZIP code Nyack NY 10960	Federal EIN 22-2583167
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Town of Orangetown	Social security number
	Mailing address 26 Orangeburg Road	Social security number
	City State ZIP code Orangeburg NY 10962	Federal EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
70.10-3-18	392489	594 Route 303, Blauvelt, NY 10913	Orangetown	Rockland

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input checked="" type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; width: 100px; text-align: center;"> <tr> <td style="width: 30px;"> </td> <td style="width: 30px;"> </td> <td style="width: 40px;">2018</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>			2018	month	day	year	Percentage of real property conveyed which is residential real property _____% (see instructions)
		2018							
month	day	year							

Condition of conveyance (check all that apply)

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input type="checkbox"/> Leasehold grant

o. <input checked="" type="checkbox"/> Conveyance of an easement

p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation

s. <input checked="" type="checkbox"/> Other (describe) <u>sewer easement</u> |
|--|--|---|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		00
2.		00
3.		00
4.		00
5.		00
6.		00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Lisa Parseghian	Title	Grantee signature	Title
Gregory Parseghian			
James Parseghian			
Donna Parseghian	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name James Parseghian	Date
Signature	Print full name Gregory Parseghian	Date
Signature	Print full name Lisa Parseghian	Date
Signature	Print full name Donna Parseghian	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature <i>Gregory Parseghian</i>	Print full name	Date
Signature <i>James Parseghian</i>	Print full name	Date
Signature <i>Lisa Parseghian</i>	Print full name	Date
Signature <i>Donna Parseghian-Uccaro</i>	Print full name	Date

**SANITARY SEWER EASEMENT TO
THE TOWN OF ORANGETOWN**

THIS AGREEMENT, made as of April ___, 2018 by and between Gregory Parseghian, James Parseghian, Lisa Parseghian and Donna Parseghian, owners of the premises described herein, with a mailing address of 26 Route 59, Nyack, New York 10960, hereinafter referred to as "Grantor," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its office at 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Grantee."

WITNESSETH THAT, the Grantor, for and in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States of America, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration as herein specifically set forth, has given, granted and conveyed and by these presents does give, grant and convey unto the Grantee, its successors and assigns forever, the right, privilege, authority and easement to operate, maintain, reconstruct, remove and replace a sanitary sewer line, manhole and appurtenances, hereinafter collectively referred to as the "Facilities"; Facilities having been installed in, on, over and across certain lands owned by the Grantor, situate, lying and being in the Town of Orangetown, County of Rockland, State of New York, being more particularly bounded and described on Schedule "A" annexed hereto and forming a part of premises identified on the Tax Map of the Town of Orangetown as Section 70.10, Block 3, Lot 18 (referred to herein as the "Easement Area"); said Easement Area also being shown on a certain site plan entitled: "Parseghian Shopping Center, final site plan layout and dimension plan for Masis Parseghian," made by Jesse B. Cokely, P.E., dated March 20, 2012, last revised August 16, 2016, as approved on June 10, 2015, by the Town of Orangetown Planning Board, a copy of said site plan, depicting said sewer easement is annexed hereto as Exhibit "1".

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This easement is granted, subject to the following terms and conditions:

1. This easement shall be strictly limited to the purpose or purposes set forth in the recital paragraph above. Any work performed on the Grantors' property by, or on behalf of the Grantee, shall be without cost and expense to the Grantor and shall be performed so as not in any way to interfere otherwise with the use of the lands by the Grantor, except as agreed and specified by this Indenture.

2. The Grantee will, at its sole cost and expense, repair any damage caused by the existence or maintenance of the Grantee's Facilities or by any work or operations performed by the Grantee in connection therewith.

3. The Grantor agrees to permit the Grantee to enter upon the adjacent lands owned by the Grantor, in the immediate area of the Facilities, for the purpose of maintenance of the Facilities described herein, provided such work is performed in a manner so as not to interfere with the use of the lands by the Grantor.

4.(a) When the Grantee is operating upon the lands which are the subject matter of this easement, the Grantor shall have the privilege of assigning an inspector or inspectors to the job. The inspector or inspectors so assigned by the Grantor shall have full authority to prevent hazard to any facilities of the Grantor. If the operations of the Grantee are placing or about to place the facilities or property of the Grantor in jeopardy of damage, the duly authorized representative of the Grantor shall have full authority to require the Grantee, in writing, to cease all operations forthwith, pending resolution of the situation which places the Grantor's property

or facilities in jeopardy, due regard however being given to the welfare, health and safety of the general public at large.

4.(b) The presence of the inspector or inspectors of the Grantor shall not relieve the Grantee of liability as herein set forth.

5. The Grantee, its successors and assigns, covenants and agrees with the Grantor, its successors and assigns, that no permanent buildings or structures other than those authorized herein shall be erected on, in or above the Facilities located on said lands.

6.(a) The Grantor assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of any public or governmental body which may limit, affect, or regulate or prohibit the use of the said lands by the Grantee for the purposes aforesaid, and the Grantee shall at its sole cost and expense comply with any and all rules, regulations, ordinances or laws affecting the use of the said lands by the Grantee.

6.(b) In addition, and not by way of limitation, Grantee, its successors and assigns, agrees and covenants that it will comply with any and all applicable provisions of the New York State Department of Environmental Conservation Storm Water Management Guidelines and Regulations, at its sole cost and expense.

7. The Easement herein granted shall be subject to any and all restrictions of record, and subject to any and all easements, leases, rights, privileges, licenses or grants heretofore given by the Grantor, or otherwise created, which now exist and which affect the said lands described herein.

8. This Easement shall take effect as of the date it is filed with the Rockland County Clerk, hereinafter to be known as the "Effective Date."

9. In addition to the other covenants and conditions contained in this Easement Grant, the Grantee agrees that it will restore the land of the Grantor as near to its former condition, at its sole cost and expense, whenever work is performed by the Grantee on the Facilities. Where damage has been done to lawns and/or grassed areas, the affected area shall be plowed, disked, raked, fertilized, seeded and mulched to produce a satisfactory stand of grass. After the area has been seeded, the Grantee shall take measures to prevent trespassing thereon.

10. This Indenture is designed to provide the greatest possible protection of the public water supply, as well as to protect the private lands of the Grantor against damage or unauthorized trespass.

11. The Grantor reserves to itself and its successors and assigns the right to use the surface of the land for any maintenance or construction work, or any other purpose, provided such use does not interfere with the use and/or maintenance of the Grantee's Facilities.

12. Nothing herein contained shall be deemed expressly or by implication to in any way limit to the use of the Grantor's property or access to the Grantor's Property by the Grantor with vehicles, facilities, personnel or equipment over, across or upon the area of the easement herein granted, notwithstanding the presence of any of the Grantee's Facilities.

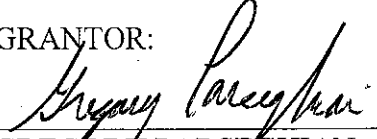


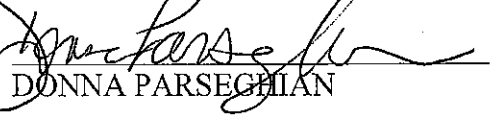
13. (a) It is understood and agreed by the parties hereto that the Facilities should in no way benefit, or become, the property of the Grantor and as such, the Grantor should not be subject to any assessment for benefits or any charge whatsoever by reason of the installation of the Facilities. If there shall be an assessment for benefits or charge against the Grantor as a result of the installation of the Facilities, the Grantor shall notify the Grantee thereof and the Grantee hereby agrees, and is hereby authorized by the Grantor, to contest such an assessment with a view towards having same rescinded or reversed. In the event such assessment is not

rescinded or reversed, the Grantee, upon written demand of the Grantor, shall assume the liability for payment of such assessment.

13. (b) The Grantor and Grantee hereby acknowledge that in addition to the grant of easement described herein, this easement contains the mutual obligations and agreements of the parties which shall be binding obligations on the parties, their heirs, successors and assigns in perpetuity, which obligations and agreements may only be amended, modified, changed or rescinded in writing duly signed and acknowledged by the parties hereto, or their duly authorized successors and or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Grant to be signed by their duly authorized representatives as of the day and year first above written but effective as of the Effective Date.

ATTEST/WITNESS:

GRANTOR:

GREGORY PARSEGHIAN

JAMES PARSEGHIAN

LISA PARSEGHIAN

DONNA PARSEGHIAN

GRANTEE:

TOWN OF ORANGETOWN

(Name)
(Title)

By: _____
Chris Day
Supervisor

STATE OF NEW YORK }
 } ss:
COUNTY OF ROCKAND }

On the 3rd day of April in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared **GREGORY PARSEGHIAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

FLORENCE NATASHA CHE Florence N Che.
NOTARY PUBLIC, State of New York Notary Public
No. #01CH6227558

STATE OF NEW YORK }
 } ss: Q
COUNTY OF ROCKAND }

Qualified in Westchester County
Commission Expires: September 7, 2018

On the 3rd day of April in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared **JAMES PARSEGHIAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

FLORENCE NATASHA CHE
NOTARY PUBLIC, State of New York
No. #01CH6227558
Qualified in Westchester County
Commission Expires: September 7, 2018
Florence N Che.
Notary Public

STATE OF NEW YORK }
 } ss:
COUNTY OF ROCKAND }

On the 3rd day of April in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared **LISA PARSEGHIAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

FLORENCE NATASHA CHE
NOTARY PUBLIC, State of New York
No. #01CH6227558
Qualified in Westchester County
Commission Expires: September 7, 2018
Florence N Che.
Notary Public

STATE OF NEW YORK }
 } ss:
COUNTY OF ROCKAND }

STATE OF NEW YORK }
 } ss:
COUNTY OF ROCKAND }

On the 3rd day of April in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared **DONNA PARSEGHIAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

FLORENCE NATASHA CHE
NOTARY PUBLIC, State of New York
No #01CH6227558
Qualified in Westchester County
Commission Expires: September 7, 2018



Florence N Che
Notary Public

STATE OF NEW YORK }
 } ss:
COUNTY OF ROCKAND }

On the _____ day of April in the year 2018 before me, the undersigned, a notary public in and for said state, personally appeared **CHRIS DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SEWER EASEMENT TO THE TOWN OF ORANGETOWN
TOWN OF ORANGETOWN, ROCKLAND COUNTY, STATE OF NEW YORK

PORTION OF TAX ID # 70.10-3-18

All that certain lot, tract or parcel of land situate, lying and being in the Town of Orangetown, County of Rockland and the State of New York, being a sewer easement across a portion of Section 70.10, Block 3, Lot 18 to be granted to the Town of Orangetown, and being more particularly described as follows:

Commencing at a point in the division line between lands now or formerly of Parseghian (Liber 72, page 1367) on the north, lands now or formerly of Comtec Enterprises Inc (Instrument # 1999-46806) on the south, and the westerly highway boundary of New York State Route 303 on the east; thence along said highway boundary North 03°50'00" East 22.007 feet to the point of beginning, thence from said point of beginning through the lands now or formerly of Parseghian the following two courses and distances:

1. North 85°41'42" West 34.30 feet to a point;
2. South 18°31'00" West 13.77 feet to a point in the division line with lands now or formerly of A & F Holdings Inc. (Instrument # 2001-51379);

thence along said division line North 70°44'30" West 14.68 feet to a point; thence through the lands of Parseghian the following six (6) courses and distances:

1. North 05°57'01" west 62.63 feet to a point;
2. North 04°18'18" East 227.65 feet to a point;
3. South 85°41'42" East 15.00 feet to a point;
4. South 04°18'18" West 226.30 feet to a point;
5. South 05°57'01" East 29.90 feet to a point;
6. South 85°44'42" East 42.49 feet to a point in the westerly highway boundary of New York State Route 303;

thence with said highway boundary South 03°50'00" West 24.00 feet to the point of beginning, containing 5,371± square feet or 0.12± acres.

SCHEDULE "A"



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 4, 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.

American Minutemen Sewer & Drain, Inc.
307 South Main Street
New City, NY 10956
Tel.: 845-634-1050

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 12, 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.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 4, 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.

Hauser Brothers, Inc.
17 Old Schoolhouse Lane
Orangeburg, NY 10962
Tel.: 845-359-1881

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 12, 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.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 4, 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.

Innovative Excavating, Ltd.
15 Conklin Drive
Stony Point, NY 10980
Tel.: 914-447-2987

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 12, 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.

encl.



Contract Award Notification Update

Subject: Update of Contractor Information

DATE: January 25, 2019 AWARD #: [23044](#) GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 12, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67677 CONTRACTOR: Prenax, Inc. DBA Basch Subscriptions

- Please be advised that Prenax, Inc. DBA Basch Subscriptions has updated its contact information.

CONTRACT ADMINISTRATOR	ORDERS
Martha Keene Government Contracts Manager Direct Phone Number: 603-717-8746 Fax Number: 603-226-9443 Email: martha.keene@prenax.com	Martha Keene Government Contracts Manager Direct Phone Number: 603-717-8746 Fax Number: 603-226-9443 Email: martha.keene@prenax.com

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users are encouraged to view the most current Contract Award Notification and associated documents at: <https://ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Contract Award Notification Update

Subject: Update of Contractor Information

DATE: January 17, 2019 AWARD #: [23044](#) GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: March 6, 2017 – December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67676 CONTRACTOR: West Publishing Corporation
dba West, a Thomson Reuters business

- Please be advised that West Publishing Corporation dba West, a Thomson Reuters business has updated their contact information.

CONTRACT ADMINSTRATOR	ORDERS
Daniel Johnson Senior Counsel Direct Phone Number: 651-687-5366 Email: daniel.g.johnson@tr.com	Yvonne Guillotte Account Executive Direct Phone Number: 518-265-3071 Email: Yvonne.guillotte@tr.com

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users are encouraged to view the most current Contract Award Notification and associated documents at: <https://ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Pricelist Update

DATE: January 2, 2019

AWARD #: [23044](#)

GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: March 6, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67676 **CONTRACTOR:** West Publishing Corporation
dba West, a Thomson Reuters business

Procurement Services has approved an updated pricelist for the following Contractor:

Contractor

West Publishing Corporation
dba West, a Thomson Reuters business

Name of File

2002023044PL_West010119

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users should refer to the OGS website to access the latest Contract information:
<https://ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Contract Award Notification Update

Subject: Update of Contractor Information

DATE: December 04, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: February 9, 2017– December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67663 **CONTRACTOR:** Encyclopaedia Britannica, Inc.

- Please be advised that Encyclopaedia Britannica, Inc. has updated their contact information.

CONTRACT ADMINSTRATOR	ORDERS
<p>Rick Lumsden Executive Director Toll Free Phone Number: 800-621-3900 x 7363 Direct Phone Numbers: 312-347-7363 Toll Free Fax Number: 800-344-9624 Email: contact@eb.com</p>	<p>Rick Lumsden Executive Director Toll Free Phone Number: 800-621-3900 x 7363 Direct Phone Numbers: 312-347-7363 Toll Free Fax Number: 800-344-9624 Email: contact@eb.com</p>

The Contract Award Notification and other information for the contracts can be viewed at the following URL address: <https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Pricelist Update

DATE: October 24, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67673 **CONTRACTOR:** Scholastic, Inc.

Procurement Services has approved an updated pricelist for the following Contractor:

Contractor

Scholastic, Inc.

Name of File

2002023044PL_Scholastic102418

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users should refer to the OGS website to access the latest Contract information:
<https://ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Contract Award Notification Update

Subject: Pricelist Update

DATE: October 18, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67661 **CONTRACTOR:** EBSCO Industries, Inc.

Procurement Services has approved an updated pricelist for the following Contractor:

Contractor

EBSCO Industries, Inc.

Name of File

2002023044PL_EBSCO101818

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users should refer to the OGS website to access the latest Contract information:
<https://ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Contract Award Notification Update

Subject: Pricelist Update

DATE: September 24, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: May 22, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67670 **CONTRACTOR:** RELX Inc.
DBA LexisNexis, a Division of RELX Inc.

Procurement Services has approved an updated pricelist for the following Contractor:

Contractor

RELX Inc.
DBA LexisNexis, a Division of RELX Inc.

Name of File

2002023044PL_RELX092418

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users should refer to the OGS website to access the latest Contract information:
<https://ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Contract Award Notification Update

Subject: Update of Contractor Information

DATE: September 5, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: March 6, 2017 – December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67676 **CONTRACTOR:** West Publishing Corporation
dba West, A Thomson Reuters business

- Please be advised that West Publishing Corporation dba West, A Thomson Reuters business, has updated their contact information.

CONTRACT ADMINSTRATOR	ORDERS
<p>Margaret Hamm Manager of Commercial Contracts Direct Phone Numbers: 651-687-7230 Email: Margaret.hamm@tr.com</p>	<p>Yvonne Guillotte Account Executive Direct Phone Numbers: 518-265-3071 Email: Yvonne.guillotte@tr.com</p>

The Contract Award Notification and other information for the contracts can be viewed at the following URL address: <https://www.ogs.ny.gov/purchase/spg/awards/2002023044Can.htm>.

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Pricelist Update

DATE: August 17, 2018

AWARD #: [23044](#)

GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: May 22, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67665 **CONTRACTOR:** LexisNexis Risk Solutions FL Inc. DBA LexisNexis Risk Solutions

Procurement Services has approved an updated pricelist for the following Contractor:

Contractor

LexisNexis Risk Solutions FL Inc.
DBA LexisNexis Risk Solutions

Name of File

2002023044PL_LNRRisk081718

All changes are effective immediately.

All other terms and conditions remain the same.

Authorized Users should refer to the OGS website to access the latest Contract information:
<https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>



Contract Award Notification Update

Subject: Contract Transition

DATE: August 6, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: July 12, 2018 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC68180 **CONTRACTOR:** Dun & Bradstreet, Inc. DBA D&B.

The recently awarded contract Dun & Bradstreet, Inc. DBA D&B (PC68180) replaces PS64205 (Award #: NEG-21094, Group #: 79103, Electronic On-Line Databases, Dun & Bradstreet).

Contract # PS64205 will be valid till September 30, 2018, before it is terminated for convenience.

Authorized users currently subscribed to Dun & Bradstreet (PS64205) and who will continue to do so will need to work with their Dun & Bradstreet account representative to transition from the current contract to the new contract.

For any questions, please contact Jeremy Kondrat at Jeremy.kondrat@ogs.ny.gov

The Contract Award Notification and other information for the new contract can be viewed at the following URL address:

<https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Update of Contractor Information

DATE: August 1, 2018 AWARD #: [23044](#) GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 - December 31, 2021

CONTACT: Jeremy Kondrat | 518-473-5575 | jeremy.kondrat@ogs.ny.gov

CONTRACT NO.: PC67662 CONTRACTOR: Elsevier B.V.

- Please be advised that Elsevier B.V. has updated their contact information.

CONTRACT ADMINSTRATOR	ORDERS
<p>Mike Matsuoka Regional Account Director Phone Number: 212-633-3744 Toll-Free Phone Number: 888-437-4636 Fax Number: 212-633-3880 Email: m.matsuoka@elsevier.com</p>	<p>Kurt K. Keller Regional Head, CR&R – America’s Elsevier 3251 Riverport Lane Maryland Heights, MO 63043 ku.keller@elsevier.com Phone Number: 314-447-8263</p> <p><u>Submit Purchase Orders to:</u> Kurt K. Keller Elsevier 3251 Riverport Lane Maryland Heights, MO 63043 ku.keller@elsevier.com Phone Number: 314-447-8263</p>

The Contract Award Notification and other information for the contracts can be viewed at the following URL address: <https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Pricelist Update

DATE: January 3, 2018 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 - December 31, 2021

CONTACT: Shrilata Nath | 518-474-3034 | shrilata.nath@ogs.ny.gov

CONTRACT NO.: PC67661 **CONTRACTOR:** EBSCO Industries, Inc.

Please be advised that the following contractor has updated its pricelist:

Contractor
EBSCO Industries, Inc.

Name of File
2002023044PL_EBSCO010318.docx

The Contract Award Notification for this award can be viewed at the following URL address:
<https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Contract Assignment

DATE: September 18, 2017 AWARD #: [23044](#) GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 – December 31, 2021

CONTACT: Shrilata Nath | 518-474-3034 | shrilata.nath@ogs.ny.gov

CONTRACT NO.: PC67785 CONTRACTOR: Island Magazine Service LLC

Please be advised that Robert Levine DBA Island Magazine Service (PC67672) has been assigned to Island Magazine Service LLC (PC67785) effectively immediately. The contractor information is listed below:

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE & EMAIL	FED. IDENT# NYS VENDOR ID#
PC67785	Island Magazine Service LLC 32 Bascom Place Staten Island, NY 10314	Telephone: 718-698-2791 Fax: 718-698-2880 Email: islemag@aol.com	Federal ID: 82-1610353 NYS Vendor ID: 1100186829

All other terms and conditions remain the same.

The Contract Award Notification and other information for the contract can be viewed at the following URL address: <https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>.



Contract Award Notification Update

Subject: Update of Contractor Information

DATE: August 25, 2017 **AWARD #:** [23044](#) **GROUP #:** 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: March 6, 2017 - December 31, 2021 West Publishing Corporation
May 22, 2017 – December 31, 2021 RELX Inc.

CONTACT: Shrilata Nath | 518-474-3034 | shrilata.nath@ogs.ny.gov

CONTRACT NO.: PC67676 **CONTRACTOR:** West Publishing Corporation dba West, A Thomson
Reuters business
PC67670 RELX Inc. DBA LexisNexis, a division of RELX Inc.

- Please be advised that West Publishing Corporation dba West, A Thomson Reuters business has updated their contact information.

CONTRACT ADMINSTRATOR	ORDERS
Margaret Hamm Manager of Commercial Contracts Direct Phone Numbers: 651-687-7230 Email: Margaret.hamm@tr.com	Bud Palumbo Senior Account Executive Direct Phone Numbers: 973-216-7803 Toll Free Fax Number: 866-283-7175 Email: Bud.palumbo@ThomsonReuters.com

- Contractor information for RELX Inc. DBA LexisNexis, a division of RELX Inc. has been corrected.

The Contract Award Notification and other information for the contracts can be viewed at the following URL address:

<https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Transition between Contracts

DATE: June 29, 2017

AWARD #: [23044](#)

GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: May 22, 2017 - December 31, 2021

CONTACT: Shrilata Nath | 518-474-3034 | shrilata.nath@ogs.ny.gov

CONTRACT NO.: PC67670
PC67665

CONTRACTOR: RELX Inc. D/B/A LexisNexis, a division of RELX Inc.
Lexis Nexis Risk Solutions FL. Inc. D/B/A/ LexisNexis
Risk Solutions

The recently awarded contracts RELX Inc. D/B/A LexisNexis, a division of RELX Inc.(PC67670) and Lexis Nexis Risk Solutions FL. Inc. D/B/A/ LexisNexis Risk Solutions (PC67665) replace PS64284 (Award #: NEG-20770, Group #: 79122, Electronic On-Line Database).

Authorized users currently subscribed to LexisNexis will need to work with their LexisNexis account representative to transition from the current contract to the new contracts. Please note that the current contract PS64284 will be valid for 90 days (ending September 27, 2017) before it is terminated for convenience to give authorized users the time to complete the transition.

For questions about PS64284, contact Shannon Prica-Kast at shannon.prica-kast@ogs.ny.gov .

For questions about PC67665 and PC67670, contact Shrilata Nath at shrilata.nath@ogs.ny.gov.

The Contract Award Notification and other information for the new contracts can be viewed at the following URL address:

<https://www.ogs.ny.gov/purchase/spg/awards/2002023044CAN.HTM>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Pricelist Update

DATE: May 11, 2017

AWARD #: [23044](#)

GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 - December 31, 2021

CONTACT: Shrilata Nath | 518-474-3034 | shrilata.nath@ogs.ny.gov

CONTRACT NO.: PC67674 **CONTRACTOR:** Scholastic Library Publishing Inc.

Please be advised that the following contractor has updated its pricelist:

Contractor

Scholastic Library Publishing Inc.

Name of File

2002023044PL_051017ScholasticLibrary

The Contract Award Notification for this award can be viewed at the following URL address:

<https://www.ogs.ny.gov/purchase/spg/pdfdocs/2002023044ra.pdf>

All other terms and conditions remain the same.



Contract Award Notification Update

Subject: Change of Address

DATE: February 6, 2017

AWARD #: [23044](#)

GROUP #: 20020

AWARD DESCRIPTION: Serials and Database Access (Statewide)

CONTRACT PERIOD: January 1, 2017 - December 31, 2021

CONTACT: Shrilata Nath | 518-474-3034 | shrilata.nath@ogs.ny.gov

CONTRACT NO.: PC67667 **CONTRACTOR:** LM Information Delivery

Please be advised that there is an address change for LM Information Delivery.

The new address is: 1 South 3rd St., 9th Floor
Easton, PA 18042

The Contract Award Notification for this award can be viewed at the following URL address:
<https://www.ogs.ny.gov/purchase/spg/pdfdocs/2002023044ra.pdf>

All other terms and conditions remain the same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2019

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.

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		CONTACT NAME: RICHARD A. AGOSTINONI	
RICHARD A. AGOSTINONI		PHONE (A/C No. Ext): (845) 738- 8801	FAX (A/C, No):
500 ROUTE 32		E-MAIL ADDRESS: <u>HIGHLANDMILLSOFFICE@AMERICAN-NATIONAL.COM</u>	
PO BOX 1014		INSURER(S) AFFORDING COVERAGE	
HIGHLAND MILLS , NY 10930		INSURER A : FARM FAMILY CASUALTY INS CO	NAIC # 13808
INSURED		INSURER B :	
SECOND NATURE LAWN CARE INC		INSURER C :	
54 CENTER ST		INSURER D :	
PEARL RIVER NY 10965		INSURER E :	
		INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3144X0345	3/08/18	3/08/19	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	\$ 1,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3144C0430	8/04/18	8/04/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3144W6192	5/13/18	5/13/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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)
LANDSCAPING GARDENING, TREE PRUNING , PESTICIDES / HERBICIDES

TOWN OF ORANGETOWN IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF ORANGETOWN 26 W ORANGEBURG RD. ORANGEBURG, NY 10962	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 <i>Richard Agostinoni</i>

**PB #18-51: Griffin Site Plan
(Kreiger Subdivision – Lot #2)
Final Site Plan Approval Subject to Conditions**

Permit #47361

**Town of Orangetown Planning Board Decision
December 12, 2018
Page 1 of 5**

**TO: Steven Griffin, 27 Sunrise Lane, Pearl River, New York
FROM: Orangetown Planning Board**

RE: Griffin Site Plan – Lot #2: The application of Steven Griffin, owner, for Final Site Plan Review, at a site known as “Griffin Site Plan – Lot #2”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 27 Sunrise Lane, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 69.18, Block 3, Lot 43.2 in the R-15 zoning district.

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

Lino Seiarretta and Steven Griffin appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated December 5, 2018.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., A.I.A., Director, dated December 10, 2018.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated December 6, 2018.
4. A letter from Brooker Engineering, signed by Kenneth DeGennero, P.E., dated December 12, 2018.
5. A letter from the Rockland County Highway Department, signed by Dyan Rajasingham, Engineer III, dated November 28, 2018.
6. A copy of the Building Department Referral dated February 20, 2018, signed by Dave Majewski, Building Inspector.
7. Site Plan prepared by Paul Gdanski, P.E., dated January 6, 2018, last revision date of October 26, 2018:
 - Sheet 1 of 2: Site Plan and Details
 - Sheet 2 of 2: Details.
8. Drainage Area Map prepared by Paul Gdanski, P.E., dated January 6, 2018.
9. Pipe Calculations for 27 Sunrise, prepared by Paul Gdanski, dated August 11, 2018, last revised September 29, 2018.
10. Percolation Test Results prepared by Fairway Testing, for 27 Sunrise Lane, Pearl River, New York dated November 9, 2018.
11. Copies of the following Board Decisions: ACABOR #18-50, Approved as Presented, dated November 1, 2018 and PB #18-15, Preliminary Site Plan Approval Subject to Conditions, dated September 26, 2018.

TO: STEVEN GRIFFIN
FROM: ORANGETOWN PLANNING BOARD
DATE: DECEMBER 12, 2018

**PB #18-51: Griffin Site Plan
(Kreiger Subdivision – Lot #2)
Final Site Plan Approval Subject to Conditions**

Permit #47361

**Town of Orangetown Planning Board Decision
December 12, 2018
Page 2 of 5**

12. A Certified Copy of Town Board Resolutions No(s). 615-617 Watercourse Diversion Permit/ 27 Sunrise Lane, Pearl River, 69.18-3-43.2, adopted by the Town Board on October 23, 2018.

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

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

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

1. The following note shall be placed on the Site Plan: "At least one week prior to the commencement of any work, including the installation of erosion control devices or the removal of trees and vegetation, a Pre-construction meeting must be held with the Town of Orangetown Department of Environmental Management and Engineering, Superintendent of Highways and the Office of Building, Zoning and Planning Administration and Enforcement. It is the responsibility and obligation of the property owner to arrange such a Meeting."
2. Stormwater Management Phase II Regulations: Additional certification, by an appropriate licensed or certified design professional shall be required for all matters before the Planning Board indicating that the drawings and project are in compliance with the Stormwater Management Phase II Regulations.
3. The applicant shall comply with all pertinent and applicable conditions of the previous Board Decisions: ACABOR #18-50, Approved as Presented, dated November 1, 2018 and PB #18-15, Preliminary Site Plan Approval Subject to Conditions, dated September 26, 2018.
4. All outdoor construction activities, including site clearing operations if applicable, shall take place between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. No such activities shall take place on Sunday or a legal holiday. The same criteria shall apply to indoor construction activities, except that such activities may take place between the hours of 7:00 a.m. and 10:00 p.m.
5. The written drainage easement with metes and bounds shall be submitted to DEME and the Town of Orangetown Town Attorney's Office for review and approval.

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**PB #18-51: Griffin Site Plan
(Kreiger Subdivision – Lot #2)
Final Site Plan Approval Subject to Conditions**

Permit #47361

**Town of Orangetown Planning Board Decision
December 12, 2018
Page 3 of 5**

6. The location of the test holes (perc tests) performed by Fairway Testing shall be shown on the plans.
7. The proposed drainage easement shall be labeled as "to the Town of Orangetown Highway Department" on the plans.
8. The leader/ note indicating the stone check dams shall be amended by adding "to be removed upon stabilization of site."
9. A note shall be added to the plans listing the Town of Orangetown Town Board approval of the Watercourse Diversion (resolution number.)
- 10. Drainage Review Recommendation – Brooker Engineering**
Sufficient detail and drainage calculations have been provided to demonstrate that potential significant impacts with respect to drainage can be mitigated and previous Project Comments have been addressed. Brooker Engineering therefore recommends that the Griffin Site Plan – Lot #2 Site Plan application be approved for drainage for drainage subject to no conditions.
11. The Rockland County Highway Department reviewed the submitted information and found that that the department had no further comments.
12. Based upon Rockland County Drainage Agency (RCDA) evaluation of available mapping and information submitted, it has been determined that the proposed activity is outside the jurisdiction of the RCDA. Therefore, a permit from the RCDA pursuant to the Rockland County Stream Control Act, Chapter 846, is not required based upon its review of the information provided.
13. The applicant shall comply with all pertinent items in the Guide to the Preparation of Site Plans and Board Decisions prior to signing the final plans.
14. All reviews and approvals from various governmental agencies must be obtained prior to stamping of the Site Plan.
15. All of the conditions of this decision, shall be binding upon the owner of the subject property, its successors and/or assigns, including the requirement to maintain the property in accordance with the conditions of this decision and the requirement, if any, to install improvements pursuant to Town Code §21A-9. Failure to abide by the conditions of this decision as set forth herein shall be considered a violation of Site Plan Approval pursuant to Town Code §21A-4.

PLANNING BOARD
TOWN OF ORANGETOWN
DEC 12 2018

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

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

- One (1) foot radius from trunk per inch DBH.
- Drip line of the Tree Canopy. The method chosen should be based on providing the maximum protection zone possible. A barrier of snow fence or equal is to be placed and maintained one yard beyond the established tree protection zone. If it is agreed that the tree protection zone of a selected tree must be violated, one of the following methods must be employed to mitigate the impact:
 - Light to Heavy Impacts – Minimum of eight inches of wood chips installed in the area to be protected. Chips shall be removed upon completion of work.
 - Light Impacts Only – Installation of ¾ inch of plywood or boards, or equal over the area to be protected.

The builder or its agent may not change grade within the tree protection zone of a preserved tree unless such grade change has received final approval from the Planning Board. If the grade level is to be changed more than six (6) inches, trees designated to be preserved shall be welled and/or preserved in a raised bed, with the tree well a radius of three (3) feet larger than the tree canopy.

17. All landscaping shown on the site plans shall be maintained in a vigorous growing condition throughout the duration of the use of this site. Any plants not so maintained shall be replaced with new plants at the beginning of the next immediately following growing season.

18. Prior to the commencement of any site work, including the removal of trees, the applicant shall install the soil erosion and sedimentation control as required by the Planning Board. Prior to the authorization to proceed with any phase of the site work, the Town of Orangetown Department of Environmental Management and Engineering (DEME) shall inspect the installation of all required soil erosion and sedimentation control measures. The applicant shall contact DEME at least 48 hours in advance for an inspection.

TOH OF ENVIRONMENTAL
MANAGEMENT AND ENGINEERING
2018 DEC 12 10:00 AM
2018 DEC 12 10:00 AM

**PB #18-51: Griffin Site Plan
(Kreiger Subdivision – Lot #2)
Final Site Plan Approval Subject to Conditions**

Permit #47361

**Town of Orangetown Planning Board Decision
December 12, 2018
Page 5 of 5**

19. The contractor's trailer, if any is proposed, shall be located as approved by the Planning Board.

20. If the applicant, during the course of construction of any required public improvements or private sanitary or storm sewer improvements, encounters such conditions as flood areas, underground water, soft or silty areas, improper drainage, or any other unusual circumstances or conditions that were not foreseen in the original planning, such conditions shall be reported immediately to DEME. The applicant (or the applicant's engineer) shall submit their recommendations as to the special treatment or design modification to be given such areas to secure adequate, permanent and satisfactory construction. DEME shall investigate the condition(s), and shall either approve the applicant's (applicant's engineer's) recommendations to correct the condition(s), or order a modification thereof. In the event of the applicant's (applicant's engineer's) disagreement with the decision of DEME, or in the event of a significant change resulting to the subdivision plan or site plan or any change that involves a wetland regulated area, the matter shall be decided by the agency with jurisdiction in that area (i.e. Federal Wetlands - U.S. Army Corps of Engineers).

21. Permanent vegetation cover of disturbed areas shall be established on the site within thirty (30) days of the completion of construction.

22. Prior (at least 14 days) to the placing of any road sub-base, the applicant shall provide the Town of Orangetown Superintendent of Highways and DEME with a plan and profile of the graded road to be paved in order that these departments may review the drawings conformance to the approved construction plans and the Town Street Specifications

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

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

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

**Dated: December 12, 2018
Cheryl Coopersmith
Chief Clerk Boards and Commissions**



12/12/18
12/12/18
12/12/18

Richard Pakola, Deputy Town Attorney

Griffin Site Plan (Kreiger Lot #2)
Metes and Bounds Descriptions

2/14/19

file

This Department has reviewed the revised metes and bounds description against the drawing and the following comments.

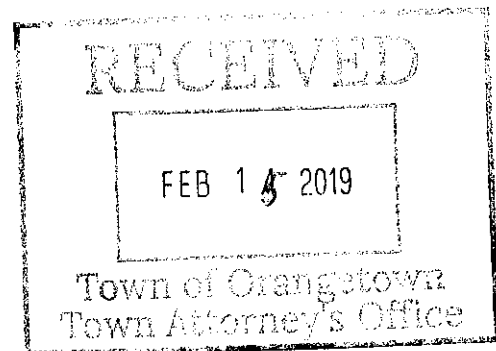
1. Drainage Easement to Orangetown – OK

If you have any questions, please contact this office.

Bruce Peters, P.E.
Engineer III

Bid

cc. Sewer File
C. Coopersmith



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") made as of the _____ day of February, 2019, between Steven Griffin (the "Grantor"), a natural person having an address at 200 Ash Street, Piermont, New York 10968; and the TOWN OF ORANGETOWN, a municipal corporation organized and existing under the laws of the State of New York 10962 (the "Grantee"), having an address at 26 Orangeburg Road, Orangeburg, New York 10962.

WITNESSETH:

WHEREAS, Grantee has determined that in order to carry out its public purpose it requires certain easements over the lands of others, including the property more particularly described in Exhibit A (which consists of a one page map, noting the "Drainage Easement," and a one page description of same) attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor is the owner of the property within the Easement Area, said property being part of the lot presently known as "Krieger Estate Lot 2," Orangeburg, New York" and presently designated on the Official Tax Map of the Town of Orangetown as Section 69.18, Block 3, and part of Lot 43.2.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby convey, grant and release unto Grantee, its successors and assigns forever, a permanent and perpetual easement and right of way in, over and under the Easement Area, for the purpose of constructing, erecting, reconstructing, replacing, relocating, upgrading, operating, maintaining, repairing, modifying and removing drainage improvements.

TOGETHER with the right at all times to enter upon the Easement Area to cut, trim, move, demolish and remove any and all brush, trees, buildings and structures or other obstructions on the Easement Area;

TOGETHER with a right of ingress, egress and regress at all times over and upon the Easement Area;

TOGETHER with all such other rights and privileges as may be incidental to the foregoing or otherwise necessary or convenient to the complete enjoyment of this Agreement;

GRANTEE, its heirs, successors and assigns, covenants and agrees with the Grantor, its successors and assigns, that no permanent buildings of any type shall be erected on, in, or above said lands;

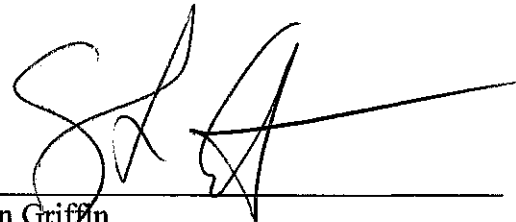
GRANTEE, its heirs, successors and assigns, agrees that it will restore the land of the Grantor as near as its former condition as is reasonably possible, at its sole cost and expense, whenever work is performed by the Grantee on the Easement Area.

TO HAVE AND TO HOLD said rights and easements to the Grantee, its heirs, assigns and successors in title, it being understood that the easements are hereby granted and appurtenant to and run with the lands now owned by the Grantor, and burden the said lands of the Grantor, its heirs, successors and assigns indefinitely, and benefit Grantee and such interests in real property as Grantee may now own or hereafter acquire in connection with its public purposes;

RESERVING unto the Grantor, the right to use and enjoy the Easement Area for any use which does not unreasonably interfere with the foregoing rights, uses, or purposes of the Grantee herein, except that no structures, trees, or significant shrubs shall be constructed, installed or planted on or in the Easement Area.

GRANTOR hereby covenants as required by the trust fund provisions of §13 of the Lien Law of the State of New York, which covenants are hereby deemed incorporated herein.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first above written.

GRANTOR
By: 
Steven Griffin

GRANTEE
TOWN OF ORANGETOWN
By: _____
Name: Richard S. Pakola, Esq.
Title: Deputy Town Attorney

Record and Return to:
Richard S. Pakola, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

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

On the 13th day of February, in the year 2019, before me, the undersigned, personally appeared **STEVEN GRIFFIN**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individually whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LINO J. SCIARRETTA
NOTARY PUBLIC, State of New York
No. 02SC6327920
Qualified in Rockland County
Term Expires July 20, 2019



Notary Public

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

On the ___ day of February, in the year 2019, before me, the undersigned, personally appeared **RICHARD S. PAKOLA**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individually whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

(Description and Map of Easement Area on the two pages that follow)

Remainder of this page left intentionally blank

Descriptions of 15 ft. Drainage Easement thru
Lot # 2 Kreiger Subdivision
To be conveyed to the TOWN OF ORANGETOWN

BEGINNING at a point in the southerly line of Sunrise Lane, 60.35 ft. easterly from the northwest corner of Lot # 2 as laid out on map entitled "KREIGER SUBDIVISION PLAN", filed in the Rockland County Clerk's Office April 18, 2017 in book 130, page 100 as map # 8356.

Running Thence : Along the southerly line of Sunrise Lane, S81-27-00E a distance of 15.02 ft. to a point.

- (1) S05-23-31W 3.27 ft.
- (2) S26-23-29E 87.92 ft.
- (3) N63-36-31E 10.00 ft.
- (4) S26-23-29E 23.25 ft.
- (5) S79-04-23E 24.76 ft. to a point in the division line between Lots 1 and 2 as laid out on said map.

Thence (6) Along said division line, S41-34-06E a distance of 24.64 ft. to a point.

Thence, thru Lot # 2 the following courses and distances:

- (7) N79-04-23W 76.88 ft.
- (8) N26-23-29W 15.43 ft.
- (9) N63-36-31E 10.00 ft.
- (10) N26-23-29W 92.19 ft.
- (11) N05-23-31E 8.37 ft. to the southerly line of Sunrise Lane and
THE BEGINNING POINT.



40th ANNUAL NYGFOA CONFERENCE

March 27-29, 2019

Pre-Conference Programs begin March 26th

Albany Marriott Hotel

189 Wolf Rd, Albany NY 12205



Discover the latest in government finance issues...register today!

PRE-CONFERENCE WORKSHOPS

**Tuesday,
March 26, 2019**

8:30 AM - 12:00 PM

EXCEL: Basics for the Finance Officer 4 CPE | 4 GFI

8:30 AM - 4:30 PM

GFI Advanced Forum (Accounting) 7.5 CPE | 7.5 GFI

9:00 AM - 4:00 PM

GFI Foundations (Acctg and Financial Reporting) DAY 1 7 CPE | 7 GFI

1:00 PM - 4:30 PM

Ethics for CPAs 4 CPE | 4 GFI

**Wednesday,
March 27, 2019**

8:30 AM - 12:00 PM

EXCEL: Advanced for the Finance Officer 4 CPE | 4 GFI

8:30 AM - 4:30 PM

GFI Advanced Forum (Financial Reporting) 7.5 CPE | 7.5 GFI

9:00 AM - 3:00 PM

GFI Foundations (Acctg and Financial Reporting) DAY 2 5 CPE | 5 GFI

1:00 PM - 4:30 PM

Ethics for Non-CPAs 4 CPE | 4 GFI

1:00 PM - 4:30 PM

2019 GAAP Update 4 CPE | 4 GFI

ANNUAL CONFERENCE SESSIONS

**Thursday,
March 28, 2019**

GENERAL SESSIONS

8:35 AM - 10:15 AM

Keynote Address

Dave Webber:

Overcoming Life's Goliaths 2 CPE ❖ | #

10:40 AM - 11:10 AM

Comptroller Thomas P. DiNapoli Invited ☒ | #

CONCURRENT SESSIONS

1:30 PM - 2:20 PM

- Debt Disclosure Update
- Cybersecurity: The Never Ending Battle
- GAAP or OCBOA: The Straight Scoop

2:30 PM - 3:20 PM

- Simplified Leadership 101 ❖
- Fiduciary Activities: GASB 84
- Tax Reform: Assessing Initial Impacts

3:40 PM - 4:30 PM

- UG and Procurement: R U Policy Compliant?
- Paint by Numbers: Budgeting Presentations
- State Retirement System Update

4:40 PM - 5:30 PM

- Accounting Software: Getting the Right Fit
- Bond, Lease or Cash?
- Investment Strategies in a Rising Rate Market

**Friday,
March 29, 2019**

CONCURRENT SESSIONS

8:30 AM - 9:20 AM

- Changing Bank Tech for the Public Sector
- GASB 75: Guidance for OPEB
- Workplace Violence and Harassment Policies ❖

9:30 AM - 10:20 AM

- Procurement Law Update (including MWBE)
- Infrastructure Financing Options
- Managing/Transitioning Audits and Auditors and Developing Auditing RFPs

GENERAL SESSIONS

10:40 AM - 11:30 AM

2020 State Budget Update ❖

11:40 AM - 12:30 AM

Economic Update ❖

Are you eligible for the NYGFOA Professional Development Conference Scholarship?

- NYGFOA public sector members (or staff) are eligible
- Up to 5 scholarships awarded each year
- Selection announcement: January 19, 2019
- Email application to Scholarship@nygfoa.org

The Scholarship application is available at www.nygfoa.org/membership/scholarships.

PROGRAMMING KEYS

GFI Categories & Credits

All Pre-Conference, General & Concurrent Sessions are eligible for GFI credit except where noted as below:

#: Not eligible for GFI credit

Each Pre-Conference seminar is noted with the amount of eligible GFI credits.

All General and Concurrent Sessions are eligible for 1 GFI elective credit per session except where noted otherwise.

CPE Credits

All Pre-Conference seminars, General and Concurrent Sessions provide CPE credit in the Government Specialized Knowledge subject area except where noted as below:

❖: Advisory Services subject area

☒: Not eligible for CPE credit

Each Pre-Conference seminar is noted with the amount of eligible CPE credits.

All General and Concurrent Sessions are eligible for 1 CPE credit per session except where noted otherwise.

NYGFOA is an approved sponsor with the NYS Education Department to provide courses that qualify for Continuing Professional Education credit. You can earn up to **25 CPE** credits through a combination of Pre-Conference Seminars and Annual Conference sessions. **You MUST have your badge scanned to obtain CPE (and GFI) credit.**

- Online registration available at nygfoa.org.
- Credit Cards accepted (MasterCard, Visa, and Discover).
- Mail, fax, or email registrations (check/cash). See instructions below.
- Payments by check/cash receive a discount.
- Make reservations directly with the hotel as noted on back.

REGISTRATION FORM PLEASE COMPLETE ALL SECTIONS.

1. ATTENDEE

First Time Attendee? Yes

Name _____ Professional Designation _____

Title _____

Entity/Company _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

2. PRE-CONFERENCE SEMINARS (Tuesday & Wednesday only)

- Fees are separate from the Conference program.
- Fees indicate CK for check payments and CC for credit card payments.

	EARLY BIRD ENDS 2/8/19	REGULAR RATE BEGINS 2/9/19
Tuesday (March 26)		

- EXCEL: Basics for the Finance Officer** • 8:30a-12p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$150 / CC \$155 | <input type="checkbox"/> CK \$170 / CC \$175 |
| Nonmember | <input type="checkbox"/> CK \$300 / CC \$309 | <input type="checkbox"/> CK \$340 / CC \$350 |

- GFI Advanced Forum (Accounting)** • 8:30a-4:30p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$150 / CC \$155 | <input type="checkbox"/> CK \$170 / CC \$175 |
| Nonmember | <input type="checkbox"/> CK \$300 / CC \$309 | <input type="checkbox"/> CK \$340 / CC \$350 |

- GFI Foundations (Acctg & Financial Reporting) 2 DAYS** • 9a-4p • 9a-3p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$160 / CC \$165 | <input type="checkbox"/> CK \$180 / CC \$185 |
| Nonmember | <input type="checkbox"/> CK \$320 / CC \$330 | <input type="checkbox"/> CK \$340 / CC \$350 |

- Ethics for CPAs** • 1p-4:30p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$150 / CC \$155 | <input type="checkbox"/> CK \$170 / CC \$175 |
| Nonmember | <input type="checkbox"/> CK \$300 / CC \$309 | <input type="checkbox"/> CK \$340 / CC \$350 |

Wednesday (March 27)

- EXCEL: Advanced for the Finance Officer** • 8:30a-12p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$150 / CC \$155 | <input type="checkbox"/> CK \$170 / CC \$175 |
| Nonmember | <input type="checkbox"/> CK \$300 / CC \$309 | <input type="checkbox"/> CK \$340 / CC \$350 |

- GFI Advanced Forum (Financial Reporting)** • 8:30a-4:30p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$150 / CC \$155 | <input type="checkbox"/> CK \$170 / CC \$175 |
| Nonmember | <input type="checkbox"/> CK \$300 / CC \$309 | <input type="checkbox"/> CK \$340 / CC \$350 |

- Ethics for Non CPAs** • 1p-4:30p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$100 / CC \$103 | <input type="checkbox"/> CK \$120 / CC \$124 |
| Nonmember | <input type="checkbox"/> CK \$200 / CC \$206 | <input type="checkbox"/> CK \$240 / CC \$247 |

- 2019 GAAP Update** • 1p-4:30p
- | | | |
|-----------|--|--|
| Member | <input type="checkbox"/> CK \$150 / CC \$155 | <input type="checkbox"/> CK \$170 / CC \$175 |
| Nonmember | <input type="checkbox"/> CK \$300 / CC \$309 | <input type="checkbox"/> CK \$340 / CC \$350 |

3. CONFERENCE (Thursday & Friday only)

- Fees do not include Pre-Conference seminars.
- Fees indicate CK for check payments and CC for credit card payments.

	EARLY BIRD ENDS 2/8/19	REGULAR RATE BEGINS 2/9/19
Member	<input type="checkbox"/> CK \$200 / CC \$206	<input type="checkbox"/> CK \$230 / CC \$237
Nonmembers (govt)	<input type="checkbox"/> CK \$300 / CC \$309	<input type="checkbox"/> CK \$330 / CC \$340
Nonmembers (priv)	<input type="checkbox"/> CK \$395 / CC \$407	<input type="checkbox"/> CK \$435 / CC \$448

4. 2019 MEMBERSHIP: RENEW OR JOIN NOW!

DUES ARE PER INDIVIDUAL	GOVERNMENT	PRIVATE
• 1-3 Members per entity	<input type="checkbox"/> CK \$170 / CC \$175	<input type="checkbox"/> CK \$395 / CC \$407
• 4-8 Members per entity	<input type="checkbox"/> CK \$155 / CC \$160	<input type="checkbox"/> CK \$350 / CC \$361
• 9+ Members per entity	<input type="checkbox"/> CK \$140 / CC \$144	<input type="checkbox"/> CK \$315 / CC \$324
• Introductory Offer: 1st Time	<input type="checkbox"/> CK \$85 / CC \$88	<input type="checkbox"/> CK \$190 / CC \$196
• RETIREE (govt or priv)	<input type="checkbox"/> CK \$25 / CC \$26	
• STUDENT (FT or PT; proof reqd)	<input type="checkbox"/> CK \$25 / CC \$26	

To obtain the volume discount, all membership applications/renewals must be submitted together. To determine your individual dues, please check within your organization for the total number of members or call NYGFOA at 518.465.1512 for assistance.

5. TOTAL FEES

Pre-Conference Seminar(s) ^{2.}	\$ _____
Annual Conference ^{3.}	\$ _____
Membership ^{4.}	\$ _____
Total Payment	\$ _____

6. PAYMENT

Payments must be received or postmarked by the cutoff date listed to receive discounted rate. Rates are not guaranteed for any registration received without payment or PO.

- Check/PO/Voucher enclosed
 - Please make checks/vouchers payable to **NYGFOA** and mail to: NYGFOA, 126 State Street, 5th fl., Albany, NY 12207.
- Credit Card: MasterCard, Visa, Discover (AMEX not accepted.)
 - Please go to nygfoa.org and click *Conference* on the navigation bar.

QUESTIONS? Contact Us

NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION

Phone: 518-465-1512

Email: info@nygfoa.org

Website: nygfoa.org

KEYNOTE SPEAKER: DAVE WEBER, CEO/PRESIDENT, WEBER ASSOCIATES



Overcoming Life's Goliaths

We all have "Goliaths"- barriers, obstacles and challenges that even more so, in these difficult times, try to hold us down or keep us back from achieving our goals. Come hear one of our country's funniest and most sought after motivational speakers share the secrets of how we can overcome them! While everyone has heard the story of David & Goliath, very few realize the incredible, practical applications and life lessons it offers for dealing with challenges today! It's the secret that all great leaders have known and practiced...and you will never forget it!

Learning outcomes:

- Identifying Goliaths that you are dealing with right now (both professional and personal)
- Learning to shift your vision and re-focus on the "prize"
- Dealing with those who try to steal your vision and avoiding the "paralysis of analysis"

CONFERENCE DETAILS

NYGFOA App

The Crowd Compass Conference app will be back again this year. With it you will be able to access your sessions details including powerpoints, surveys, plus other important information about exhibitors, sponsors and more.

If you deleted it from last year, keep an eye out in early March for an email with app registration information!

Meals

- Pre-Conference includes lunch and refreshment breaks.
- Annual conference includes two breakfasts, several refreshment breaks, one lunch, two receptions, one dinner and Thursday evening entertainment.
- Only registered attendees with name badges will be permitted to attend sessions, meal functions, and evening entertainment.

CPE Credits

- Pre-Conference: earn up to 15 CPE credits.
- Annual conference: earn up to 10 CPE credits.
- Choose from over 20 sessions from issues relating to government finance.

Exhibitors

Over 60 companies and state agencies specializing in government products and services will be available to demonstrate and discuss the latest innovations in government finance.

REGISTRATION DETAILS

Registration for the pre-conference workshops and the annual conference is open to all interested persons. To register online, please go to nygfoa.org.

Pre-Conference and Conference Rates Early Bird Date:

To receive early bird pricing, your payment must be postmarked and paid by: **February 8, 2019.**

Advanced Registration Date: Deadline is March 15, 2019.

After March 15 you must register on site.

Cancellation Policy

Cancellations must be in writing and sent by one of the following methods:

Mail: NYGFOA, 126 State St, 5th Fl, Albany, NY 12207

Email: info@nygfoa.org

Fax: 518-434-4640

Cancellation Dates:

- By March 2, 2019: Any cancellations will be charged an administrative fee of \$25.00.
- After March 2, 2019: No refunds.
- Payment is **required** on any and all registrations not canceled according to this policy.
- No shows are liable for all registration fees.

During the process of providing you services on behalf of NY Government Finance Officers' Association, we may collect, store, or transmit your personal identifiable information such as name, address, contact information, preferences, demographic information, as well as any hotel or travel requests you provide us. This information is necessary for the facilitation of registration services for you. This information may be shared with other 3rd parties such as travel or lodging providers.

Hotel Options and Pricing Reserve your room directly with the hotel.

HOTEL	DISTANCE FROM CONFERENCE	RATE PER NIGHT	PHONE	WEBSITE
Albany Marriott*	Site of Conference	\$143.00	518-458-8444	www.nygfoa.org/conference , click on Albany Marriott
The Desmond (IHG)	2 Miles	\$125.00	518-869-8100	www.nygfoa.org/conference , click on The Desmond (IHG)

* If Marriott is your PREFERRED hotel, we HIGHLY recommend reserving your room as soon as possible. Group rates are for registered conference attendees only. Reservations that don't have a corresponding registration will be removed from group block.

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 19-5804

RECEIVED
JAN 31 2019
Orangetown Police Department

EVENT NAME: Tappan Zee 8th Annual Flying Dutchmen Sk

RECEIVED

APPLICANT NAME: Patrick Driscoll

JAN 23 2019

ADDRESS: 15 Dutch Hill Rd Orangeburg, NY 10962

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

PHONE # 845-304-6015 CELL # 845-304-6015 FAX # 845-680-1950

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

The above event will be held on Saturday March 16 from 9am to 10am RAIN DATE: None

Location of event: Tappan Zee High School and surrounding roads

Sponsored by: Tappan Zee Cross Country Telephone #: 845-304-6015

Address: 15 Dutch Hill Rd Orangeburg, NY 10956

Estimated # of persons participating in event: 150 vehicles 0

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Patrick Driscoll 845-304-6015

Signature of Applicant: Patrick Driscoll Date: 01/21/19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 1.23.19

Certificate of Insurance - Received On: 1.23.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y N Received On: X

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

NYS DOT Permit: Y N Received On: X

Route/Map/Parking Plan: Y N Received On: 1.23.19

RFS #: 43823 BARRICADES: Y N CONES: Y N TRASH BARRELS: Y N OTHER: _____

APPROVED: [Signature] DATE: 1.28.19
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

RECEIVED

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

Port-o-Sans: Y N Other: X

FEB -1 2019

APPROVED: [Signature] DATE: 1/30/19
Superintendent of Parks & Recreation

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y N (5) Auxiliary Police Items: _____

APPROVED: [Signature] DATE: 1/31/19
Chief of Police

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

Workshop Agenda Date: 2-12-19 Approved On: _____ TBR #: _____

19. SP-04

RECEIVED

JAN 23 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

January 21, 2019

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

To Whom it May Concern:

The Tappan Zee HS Cross Country team plans on holding its 8th Annual "Flying Dutchmen 5k" on Saturday March 16, 2019 from 9:00am- 10:00am. As in the past we have attached the appropriate permit application and request that the following items if they could be provided.

From the Highway Department:

Barricades at the following locations:

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

From the Orangetown Police Department:

5 Auxiliary Police Officers for Safe Crossings throughout the route.

Any questions or concerns may be directed to my cell #: 845-304-6015

Regards,

Patrick Driscoll
Tappan Zee High School
Boys & Girls Cross Country

19.SP.04

CERTIFICATE OF LIABILITY INSURANCE

07/24/2018

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

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

<p>PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553</p>	<p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> <p>INSURER A: NEW YORK SCHOOLS INSURANCE RECIPROCAL NAIC#: 34843 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____</p>
---	--

RECEIVED
 JAN 23 2019
 TOWN OF ORANGETOWN
 HIGHWAY DEPARTMENT

COVERAGES
 THIS IS TO CERTIFY 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSPSOR001	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ UNLIMITED
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea. Accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ECLSOR001	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 25,000,000
					AGGREGATE \$ UNLIMITED
					\$
					\$
	SCHOOL BOARD LIABILITY <input type="checkbox"/> _____ <input type="checkbox"/> _____				CLAIM \$
					AGGREGATE \$
					DEDUCTIBLE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured only in regards to the use of premises/facilities for all District events during the school year.

<p>CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED</p> <p>Town of Orangetown / Department of Parks, Recreation & Buildings 81 Hunt Road Orangeburg, NY 10962</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE <i>Richard Zenden</i></p>
--	--

19-SP-04

Flying Dutchmen 5k Race Route

Start at North entrance to high school: Bataan Rd.

Go on Dutch Hill Rd, Make immediate right onto Carlton.

Make Right on Parkway Drive.

Make left onto Blauvelt Rd.

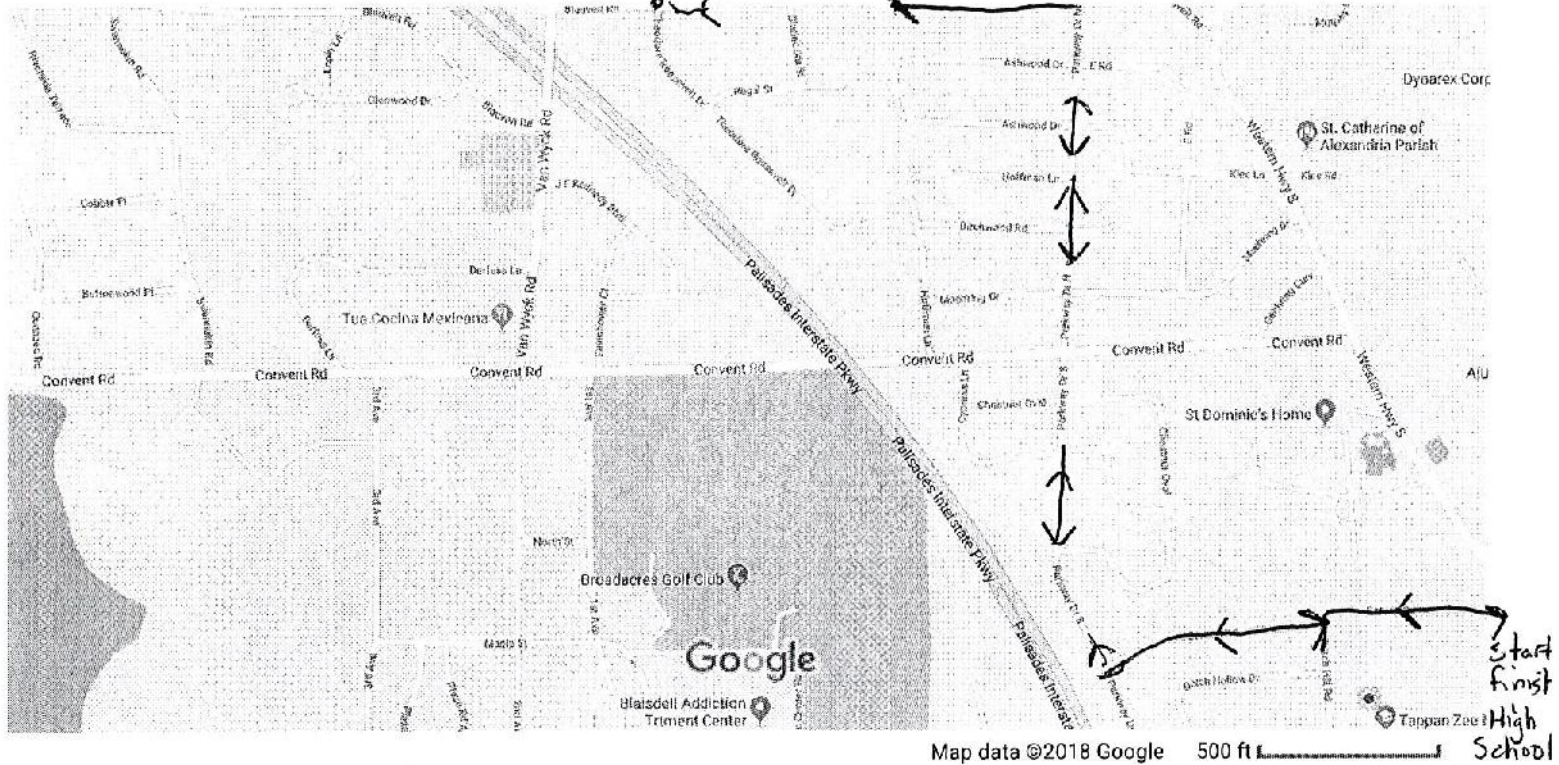
Turn around by Theodore Roosevelt Dr.

Come back towards Tappan Zee High School the same way.

Finish is in Tappan Zee High School back parking lot.



Google Maps



19. SP. 04

RECEIVED

JAN 23 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

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



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

MEMORANDUM

Date: February 7, 2019
To: Kimberly Allen, Administrative Secretary
From: James J. Dean, Superintendent of Highways
Re: **Town Board Resolution- Highway Open House**

Please place on the Town Board workshop of February 26, 2019:

***Proposed Text:* RESOLVED**, upon the recommendation from the Superintendent of Highways, that the Town Board hereby authorizes the Town of Orangetown Highway Department to host their 23rd Annual Open House on Saturday, May 18, 2019, from 10:00 AM to 12:00 noon, to be held at the Highway Department Facility, located at 119 Route 303, Orangeburg, NY.

/hw

BID ITEM

One (1) New Sidewalk Snow Plow with Accessories

SHEET

1 OF 1

BID OPENING TIME

11:00AM

DATE

1/24/2019

CONTRACTOR NAME & ADDRESS

*Fastbread Services
Plainville NY
RPM Tech
Canada*

DATE RECEIVED

1/23/19

1/25/19

TIME RECEIVED

10:50PM

11:13AM

NON COLLUSION STATEMENT

✓

BID BOND or CERTIFIED CHECK

✓

One (1) Sidewalk Snow Plow Basic Unit

UNIT PRICE

\$133,750

\$139,772.84

\$

\$

ACCESSORIES

One (1) Heavy Duty Snow Blower and Snow Chute

UNIT PRICE

\$17,500

\$17,642.10

\$

\$

One (1) V - Plow

UNIT PRICE

\$4,385

\$4,315.30

\$

\$

Shipping

UNIT PRICE

\$1,760.00

\$1,400.00

\$

\$

TOTAL PRICE

\$157,335

\$163,195.24

\$

\$

*Award to Fastbread Services
[Signature] 1/30/19*

RECEIVED

JAN 25 2019

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT # 19-SP-01

RECEIVED
JAN 31 2019
Orangetown Police Department

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: ST. PATRICK'S DAY PARADE

APPLICANT NAME: WILLIAM YOUNG (ROCKLAND COUNTY AOH)

ADDRESS: 28 RAILROAD AVENUE, PEARL RIVER, NY 10965

PHONE #: (845) 627-1684 CELL # (973) 222-0470 FAX # _____

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

The above event will be held on 03/17/19 from 1100 HRS to 1700 HRS RAIN DATE: NONE

Location of event: CROOKED HILL ROAD -> MIDDLETOWN ROAD SOUTH -> CENTRAL AVENUE WEST

Sponsored by: ROCKLAND COUNTY ANCIENT ORDER OF HIBERNIANS Telephone #: (973) 222-0470

Address: 28 RAILROAD AVENUE, PEARL RIVER, NY 10965

Estimated # of persons participating in event: 50,000+ vehicles 12

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: (973)

WILLIAM YOUNG, 9 SUMMIT PLACE, NANUET, NY 10954 222-0470

Signature of Applicant: [Signature] Date: 1/25/19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 12.18.18

Certificate of Insurance - Received On: 1.28.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 1.25.19

Rockland County Highway Dept. Permit: Y / N - Received On: Sent to Scott 1/30/19

NYSDOT Permit: Y / N - Received On: X

Route/Map/Parking Plan: Y / N - Received On: 1.25.19

RFS #: 43820 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Painting of the green stripe Message Board

APPROVED: [Signature] DATE: 1.28.19
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y / N: (14) Other: _____

APPROVED: [Signature] DATE: 1/30/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: _____ Items: _____

APPROVED: CAPT BROWN DATE: 01/31/19
Chief of Police

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

Workshop Agenda Date: 2-12-19 Approved On: _____ TBR #: _____

RECEIVED

FEB - 1 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

sent to Scott - ROAD - 1/30/19

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

JAN 25 2019

HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN

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

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



19.SP-01

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

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME WILLIAM YOUNG DATE 1/25/19
COMPANY ROCKLAND COUNTY ANCIENT ORDER OF HIBERNIANS - ST PATRICK'S DAY PARADE COM
ADDRESS 9 SUMMIT PLACE, NANUET, NY 10954
TELEPHONE 845-627-1684 CELL (973) 222-0470
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

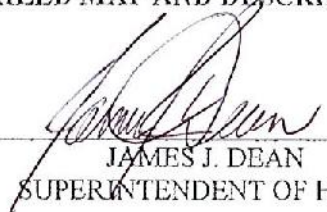
ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

CROOKED HILL ROAD TO MIDDLETOWN ROAD SOUTH TO CENTRAL AVENUE WEST
(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING ANNUAL PARADE
DATE OF CLOSING SUNDAY, MARCH 17, 2019 RAIN DATE NONE
TIME ROAD WILL BE CLOSED 1 PM
WILL ROAD BE OPEN TO LOCAL TRAFFIC? 4:30 PM
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

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

PRELIMINARY APPROVAL  DATE 1.29.19
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bid

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



CLEAN STREETS - CLEAN STREAMS

RECEIVED

DEC 18 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ANCIENT ORDER OF HIBERNIANS
IN AMERICA
Organized in New York City, May 4, 1836
PARADE COMMITTEE
ROCKLAND COUNTY A.O.H.
P.O. Box 182
Pearl River, N.Y. 10975

Helen

19 Sp. 01

December 12, 2018

Supervisor and Town Board Members
Town of Orangetown
26 Orangeburg Rd.
Orangeburg, NY 10962

Gentlemen:

As the end of 2018 approaches, we start to look forward to the St. Patrick's Day Parade in March 2019. We respectfully request permission to again hold the Parade in Pearl River on Sunday, March 17, 2019.

As in the past we request permission for the Orangetown Highway Department to aid us by providing:

1. necessary trash barrels
2. barricades along the line of march
3. painting of the green stripe
4. sound system and personnel to assist
5. town showmobile
6. porta-sans cost to be shared with the A.O.H, Town paying for 14

The Ancient Order of Hibernians will provide a Certificate of Insurance to the Town. We thank you in advance for Orangetown's continuing support. If you have any questions, please call 845-735-3682.

Very truly yours,

William Lee

William Lee, Chairperson

Bill Young
william.young@pseg.com
#973-222-0470



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)
12/17/2018

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

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

PRODUCER Raymond Sheridan Financial Inc 19 E. Washington Ave. Pearl River, NY 10965 Raymond Sheridan	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HIBER-1	FAX (A/C, No):
INSURED ROCKLAND COUNTY AOH PO BOX 182 PEARL RIVER, NY 10965	INSURER A: Capitol Specialty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

RECEIVED
 JAN 28 2019

TOWN OF ORANGETOWN
 HIGHWAY DEPARTMENT

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		356B009613	03/17/2019	03/18/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER								
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	
	<input type="checkbox"/> DEDUCTIBLE							\$	
	<input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$	
							E L DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ST. PATRICK'S DAY 3/17/19

CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER ORANG-1 TOWN OF ORANGETOWN 26 ORANGEBURG RD 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 Raymond Sheridan

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RECEIVED

JAN 25 2019

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 19-SP-05

RECEIVED
JAN 31 2019
Orangetown Police Department

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: 2019 Nun Run/Walk 5K
APPLICANT NAME: kate Beckmann
ADDRESS: 496 Western Hwy, Blauvelt, NY 10913
PHONE #: 845 359 7327 CELL #: 845 558 KPO FAX #
CHECK ONE: PARADE _____ RACE/RUN/WALK OTHER _____
The above event will be held on 05/18/19 from 8:30am to 11:30am RAIN DATE: N/A
Location of event: St. Dominic convent
Sponsored by: Sisters of Saint Dominic Telephone #: 845 359 7327
Address: same as above
Estimated # of persons participating in event: 200 vehicles N/A
Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Kate Beckmann (listed above)
Signature of Applicant: K Beckmann Date: 1/24/2019

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 1.25.19
Certificate of Insurance - Received On: 1.28.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N Received On: X
Rockland County Highway Dept. Permit: Y/N Received On: _____
NYSDOT Permit: Y/N Received On: X
Route/Map/Parking Plan: Y/N Received On: 1.25.19
RFS #: 43824 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: _____
APPROVED: [Signature] DATE: 1.28.2019
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N - Application Required: _____ Fee Paid - Amount/Check # _____
Port-o-Sans: Y/N: _____ Other: Using Rail Trail
APPROVED: [Signature] DATE: 1/30/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: _____ Items: _____
APPROVED: [Signature] #222 DATE: 1/31/19
Chief of Police

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

Workshop Agenda Date: 2-12-19 Approved On: _____ TBR #: _____

RECEIVED

FEB -1 2019



Sisters of Saint Dominic of Blauvelt, New York
Futuring the Charism for the Life of the World.

Permit # 19-SP05

RECEIVED

JAN 25 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

January 24, 2019

Dear Orangetown Town Board,

The Sisters of Saint Dominic of Blauvelt, NY are holding their fifth annual Nun Run/Walk 5K on Saturday, May 18, 2019. The race will begin and end at St. Dominic Convent and last from 8:30 AM – 11:00 AM.

As a part of this race, we are requesting police detail for the following roads to help direct traffic and runners during the race:

- Western Highway (Between Mountain View Avenue and Blauvelt Road)
- Convent Road (Between Western Highway and Hoffman Lane)
- Hoffman Lane
- Blauvelt Road (Between Bluefields Lane and Western Highway)
- Bluefields Lane
- Mountainview Avenue (Between Glenshaw Street and Western Highway)

Also, please note that we will be using the Rail Trail from the Blauvelt Library entrance (on Western Highway) to Mountainview Avenue. We have already spoken with Aric Gorton and he has approved this request. We are also requesting any available barricades for help with directing traffic and runners for this race.

We shall be very grateful for your assistance with the items mentioned above. It will be most helpful to us in making the 2019 Nun Run/Walk 5K a success.

Gratefully,

Katie Beckmann
Communications Manager
Sisters of Saint Dominic of Blauvelt, New York

496 Western Highway
Blauvelt, New York 10913-2097
Phone: (845) 359-5600 · Fax: (845) 359-5773
website: www.opblauvelt.org

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Permit #19-SP05

T-153 P0001/0001 F-040

JAN 25 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Sent to Scott W.
1-28-19

01-30-'18 09:01 FROM-

Kate Beckmann
359-5773 FAX

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

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

Kate Beckmann - Communications Manager
kbeckmann@opblawt.org Sisters of Saint Dominic of Blauvelt
845 359 7327 org 496 Western Hwy
Blauvelt, NY 10913

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

The Sisters of Saint Dominic will be hosting their fifth annual Run 5K on Saturday, May 18, 2019 from 8:00am - 11:30am. We would like to use Convent Road (Western Hwy to Hoffman Lane) and Western Highway (Mountainview Ave to Blauvelt Road).

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

We will be working with the Town of Orangetown and Orangetown Police Department to direct traffic and runners.

Dated this 1/24/2019 Day of January, 24

Address: 496 Western Hwy
Blauvelt, NY 10913

Applicant: [Signature]

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



CERTIFICATE OF LIABILITY INSURANCE

Permit # A SD05

DATE (MM/DD/YYYY)
1/25/2019

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.

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).

JAN 28 2019

**TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT**

PRODUCER
Artex Risk Solutions, Inc. (CB)
2850 Golf Road, 5th Floor
Rolling Meadows IL 60008-4050

CONTACT NAME: Christian Brothers Services
PHONE (A/C, No, Ext): 800-807-0300 **FAX (A/C, No):** 630-378-2508
E-MAIL ADDRESS:

INSURED CHRIBRO-14
Brothers of the Christian Schools & Affiliates
Loc #1177022 SISTERS OF ST. DOMINIC OF BLAUVELT
1205 Windham Parkway
Romeoville IL 60446-1679

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Pennsylvania Manufacturers Assoc Ins Co	12262
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 9841410 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		821800 0998922	6/15/2018	6/15/2019	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ Included
						GENERAL AGGREGATE	\$ N/A
						PRODUCTS - COMPI/OP AGG	\$ Included
							\$
	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)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE	OTHER
						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)
Evidence of Coverage for Nun Run on May 18, 2019 at times agreed upon.

CERTIFICATE HOLDER	CANCELLATION
Town of Orangetown 28 Orangeburg Road Orangeburg NY 10962	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

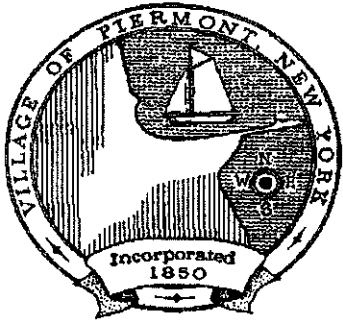
Permit # 19-SP-05

RECEIVED

JAN 25 2019

TOWN OF PALISADES
HIGHWAY DEPARTMENT





INCORPORATED VILLAGE OF PIERMONT

478 PIERMONT AVENUE * PIERMONT, NEW YORK 10968 * (845) 359-1258
FAX (845) 359-0466

February 11, 2019

Mr. Aric Gorton
Superintendent, Parks & Recreation Office
81 Hunt Road
Orangeburg, NY 10962

RE: Piermont Historical Society Informational Signs

Dear Mr. Gorton:

I am writing this letter on behalf of the Piermont Historical Society. On February 5, 2019, Mr. Richard Esnard came before the Piermont Village Board on behalf of the Piermont Historical Society to request permission to install two (2) historical information signs and one (1) electrical relay box.

Village Trustee Nate Mitchell made a motion to approve the installation of the historical signs and electrical relay box assuming it is on Village property. The motion was seconded by Deputy Mayor Blomquist and so carried with a vote of 4 ayes and 0 nays. Mayor Tucker recused himself.

If you have any questions or need additional information, I can be reached at (845) 359-1258 x304.

Sincerely,

Bruce Tucker
Mayor

cc: Richard Esnard - PHS