

CC ZONE

R-15 ZONE

CC ZONE
LO ZONE

CS ZONE

R-15 ZONE

ZONE CHANGE FROM LO TO CC

N.Y.S. ROUTE 303

ERIE STREET

VRIESEDAEL ROAD

CONSOLIDATED

RAIL

CORP

Map details including lot numbers and dimensions:

- Top row: Lots 49, 48, 47, 46, 45, 44, 43.1, 42, 38, 37, 36, 35
- Middle row: Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21
- Bottom row: Lots 35, 33, 32, 31, 23

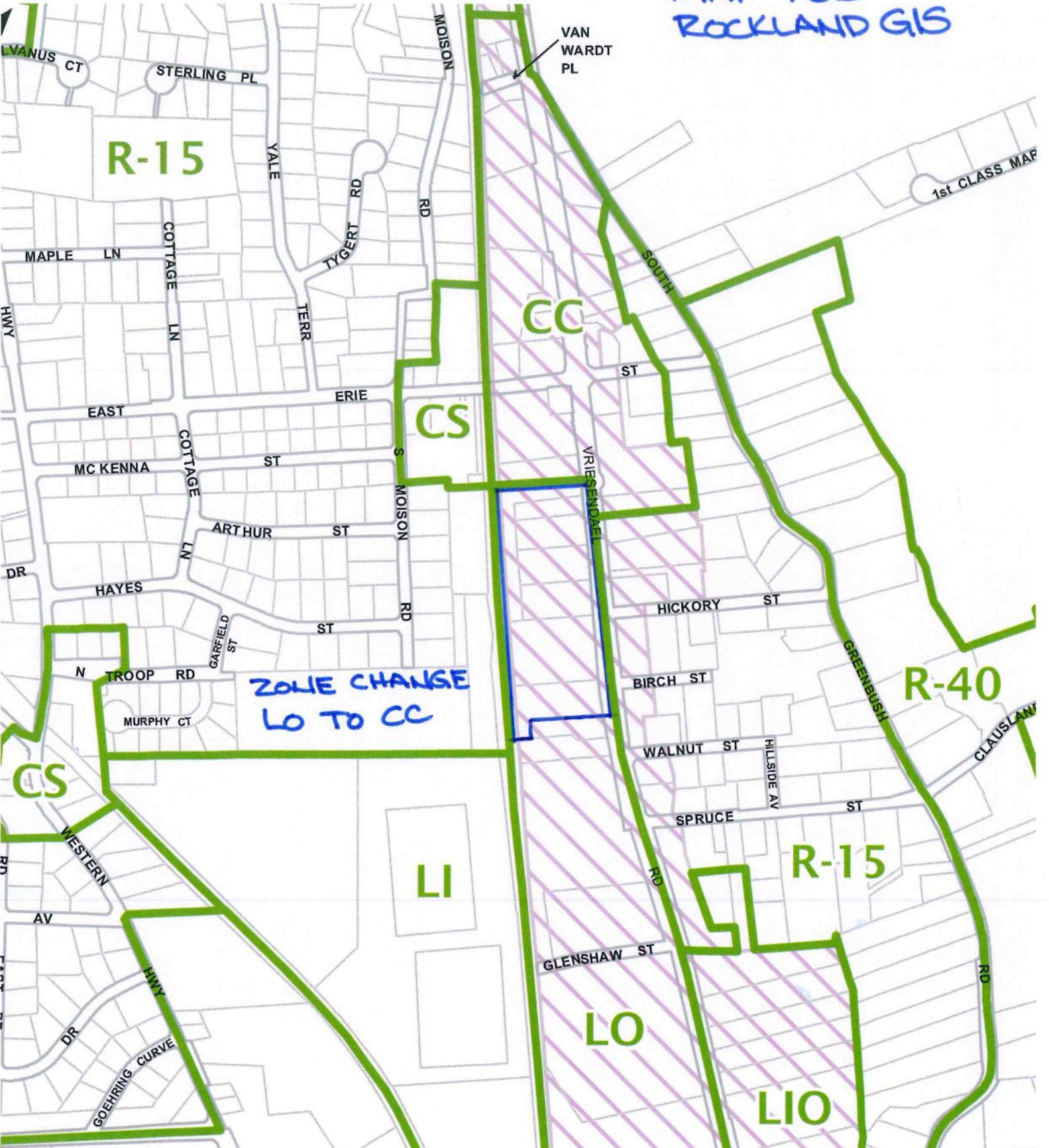
Dimensions and boundaries are labeled throughout the map, including 'VARIABLE WIDTH' for several road sections.

#2418

4

4

2018 ZONING
MAP PER
ROCKLAND GIS



R-15

CC

CS

R-40

ZONE CHANGE
LO TO CC

CS

LI

R-15

LO

LIO

VAN
WARDT
PL

1st CLASS MAP

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

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

TOWN OF ORANGETOWN

2018 DEC 28 A 11: 10

TOWN CLERK'S OFFICE

Fax 845-359-8070

Phone 845-359-2210

December 27, 2018

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

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

Dear Town Clerk Sfraga,

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

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

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

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

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

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

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

Honorable Rosanna Sfraga
Re: Watercourse Diversion Permit

December 10, 2018
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Accordingly, the applicant requests that the diversion application be placed on the Town Board Agenda so that they can proceed with their application before the Planning Board for Final Approval.

For the record we enclose:

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

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

Very truly yours,



Donald Brenner

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

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

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

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

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

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

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

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

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

January 25, 2017

Jay Greenwell and Donald Brenner appeared and testified.

The Board received the following communications:

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

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

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

Public Comments:

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

The applicant requested a **CONTINUATION**.

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

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

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

Public Comment:

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

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

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

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Public Comments continued:

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

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

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

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

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

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

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

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

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

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

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

4. The following variances need to be sought from the Town of Orangetown Zoning Board of Appeals:

	Lot #1	Lot #2
Minimum Street Frontage Required is 75 ft.		Lot 2

Maximum Floor Area Ratio Allowed is 0.2	0.22 proposed	Lot 1
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Maximum Building Height shall be determined per Article V. Section 5.1

5. Please provide the calculations for the stream piping.
6. The Short Environmental Assessment Form, item #17 shall be answered "Yes", and an explanation offered; "applicant to establish storm sewer."
7. Deep test holes and percolation tests shall be performed on lot #2 and results submitted to the Planning Board as part of the submission.
8. The drainage calculations for the proposed stream piping shall be submitted to DEME.
9. The applicant is reminded that a watercourse diversion requires an approval from the Town of Orangetown Town Board. The applicant shall obtain this approval prior to receiving Final Planning Board Approval for this Subdivision, if permit already is obtained, provide the Town Board Decision number on the subdivision drawing.

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

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

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

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

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

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Continuation of Condition #21...

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

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

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

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Continuation of Condition #22...

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ORANGETOWN
2018 JUL 12 A 11: 17
TOWN CLERK'S OFFICE

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

**Town of Orangetown Planning Board Decision
June 27, 2018
Page 13 of 13**

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

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

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

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

TOWN CLERK'S OFFICE

2018 JUL 12 A 11:17

TOWN OF ORANGETOWN

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

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

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

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

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

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

SEQR STATUS: Type I Unlisted XXXXXX

CONDITIONED NEGATIVE DECLARATION: Yes No XXXXXX

DESCRIPTION OF ACTION: Minor Subdivision Plan Review

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

REASONS SUPPORTING THIS DETERMINATION:

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

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

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

For Further Information contact:

Jane Slavin, R.A., AIA, Director, Office of Building, Zoning and Planning
Administration and Enforcement

Town of Orangetown

20 Greenbush Road

Orangeburg, NY 10962

Telephone Number: 845-359-5100

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

2018 JUL 12 A 11: 17
TOWN OF ORANGETOWN

2669

DECISION

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

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

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

FROM: ZONING BOARD OF APPEALS: Town of Orangetown

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

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

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

The following documents were presented:

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

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

TOWN CLERK'S OFFICE

2018 OCT 16 A 10:35

TOWN OF ORANGETOWN

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

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

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

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

Public Comment:

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

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

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

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

FINDINGS OF FACT AND CONCLUSIONS:

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

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

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

TOWN CLERK'S OFFICE

2018 OCT 16 A 10:35

TOWN OF ORANGETOWN

General Conditions:

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

TOWN CLERK'S OFFICE

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TOWN OF ORANGETOWN

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

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

DATED: October 3, 2018

ZONING BOARD OF APPEALS
TOWN OF ORANGETOWN

By 
Deborah Arbolino
Administrative Aide

DISTRIBUTION:

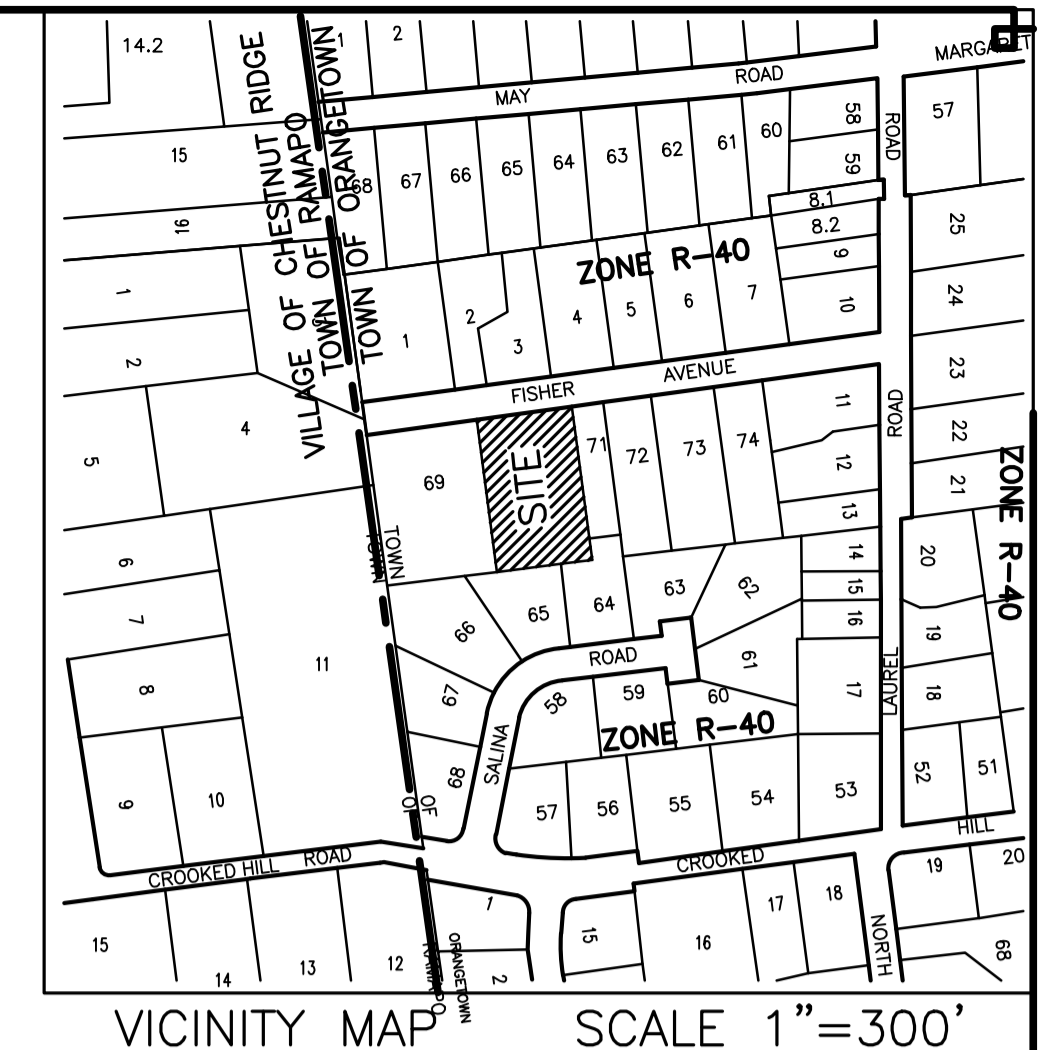
APPLICANT
ZBA MEMBERS
SUPERVISOR
TOWN BOARD MEMBERS
TOWN ATTORNEY
DEPUTY TOWN ATTORNEY
OBZPAE
BUILDING INSPECTOR-N.A.

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

TOWN CLERK'S OFFICE

2018 OCT 16 A 10:35

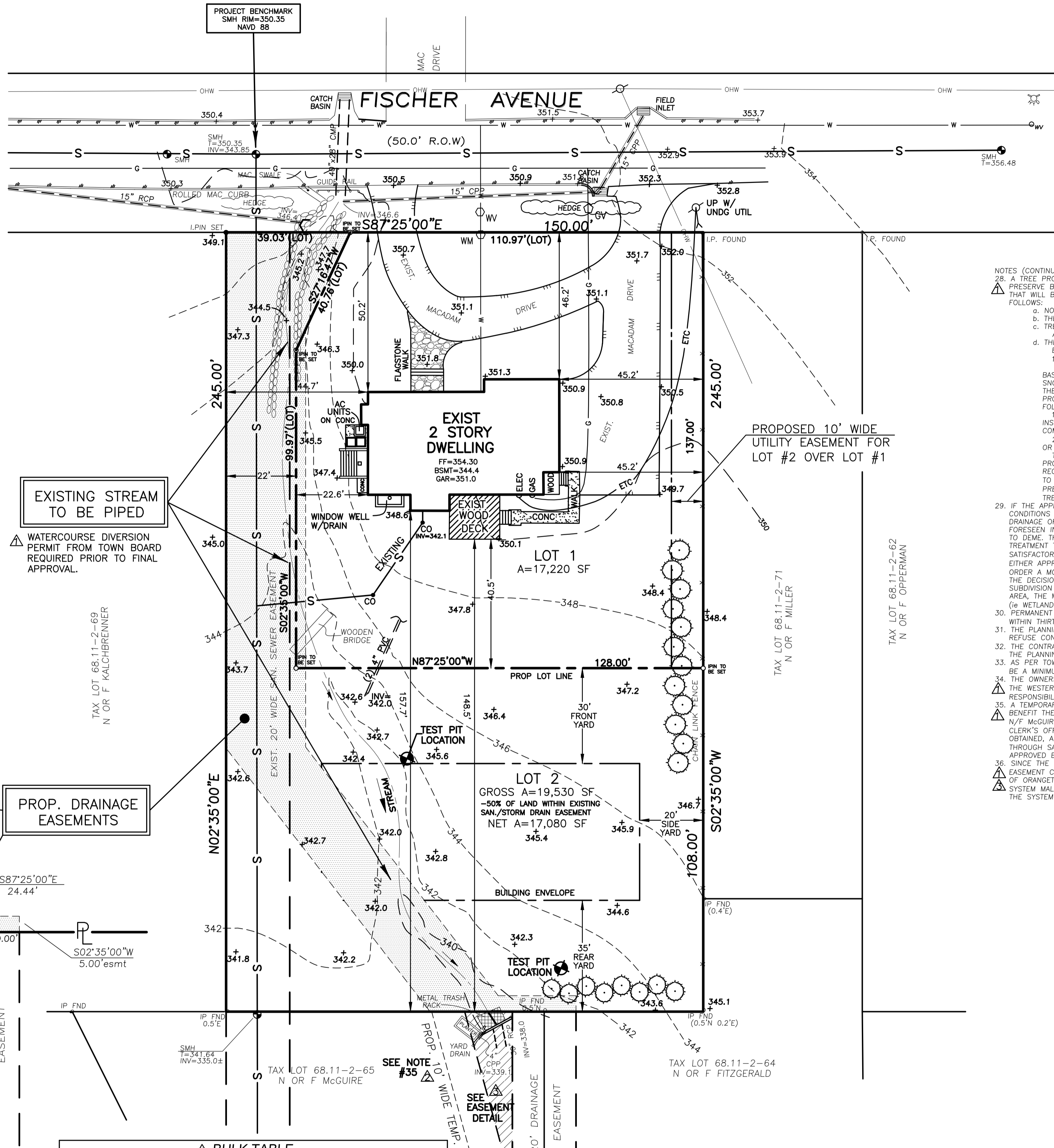
TOWN OF ORANGETOWN



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

DISTRICTS

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



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

EXISTING STREAM TO BE PIPED

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

PROP. DRAINAGE EASEMENTS

ADDITIONAL DRAINAGE EASEMENT TO BE DEDICATED TO THE TOWN OF ORANGETOWN

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

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

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

OWNERS APPROVAL FOR FILING:

OWNER: _____ DATE: _____

FINAL PLANNING BOARD APPROVAL

CHAIRMAN: _____ DATE: _____

APPROVAL-ROCKLAND COUNTY DRAINAGE AGENCY

CHAIRMAN: _____ DATE: _____

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

JAY A. GREENWELL, PLS NYS LIC.# 49676

DATE	REVISIONS
3/12/11/18	REVISIONS
2/11/27/18	REV. ESMT
1/7/30/18	PB REVS @ PRELIM
9/28/16	REVISIONS

DESIGNED JAG
 DRAWN LDW

CHECKED JAG
 APPROVED JAG

SUBDIVISION OF PROPERTY FOR MALONEY

PEARL RIVER, TOWN OF ORANGETOWN
 ROCKLAND COUNTY, NEW YORK

JAY A. GREENWELL, PLS, LLC

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

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



**Environmental Consulting
and Management Services**

Tel: 845-638-0640
Cell: 914-523-1523

info@ecmsny.com
www.ecmsny.com

February 10, 2019

Aric T. Gorton
Superintendent of Parks and Recreation
Town of Orangetown
845-359-6503

Re: Demolition Asbestos Inspection Services @
108-110 Chief Bill Harris Way
Orangeburg, NY 10962

Dear Aric:

As per your request and pursuant to my site drive-by of the three homes, I hereby provide you with a proposal to perform an asbestos demolition assessment of the above properties for the purpose of identifying asbestos containing materials, followed by the any required abatement including providing a written scope of work for bidding and overseeing the abatement including on-site air monitoring and hygienist/project management services (if necessary) followed by demolition of the structures.

Inspection:

The survey/assessment of the following targeted buildings/areas will require characterization of the interior and exterior building materials to the extent possible to determine whether any are asbestos containing (ACM). The inspection will involve sampling of exposed and readily available suspect materials and as necessary, the opening of (walls, ceilings, access plates and panels) where possible (in representative vacant apartments) to identify any suspect materials that may contain asbestos. No demolition or destructive measures will be used to gather information of materials behind solid surfaces (e.g. metal, concrete, etc.). For the roof, samples of felts, built-up and shingles will be collected, penetrations will not be repaired as the structures are slated for demolition.

For this aspect of the work, there are a variety of materials that might require testing. These materials include the following types that are put into the classifications detailed below. Examples of suspect materials include: ceiling tiles, plaster/brown coat, sheetrock, pipe and boiler insulation, flooring (linoleum, tile and associated mastics), roofing and flashing, window caulking, etc.

Page 2 (Asbestos Consulting Services)

The following material types are classified as such:

- Thermal (piping, boiler, etc.)
- Miscellaneous (materials fabricated and brought to a site for installation)
- Surfacing (Spray-on fireproofing, trowled on ceiling plaster, etc.)

The above materials will be sampled in accordance with EPA recommendation of three, five and nine samples depending upon the square footage of each type of material classification.

Analysis of friable bulk samples (i.e. wall plaster, sheetrock, ceiling tiles, etc.) will be conducted via Polarized Light Microscopy (PLM) in a New York State Department of Health (NYSDOH) approved, and Environmental Laboratory Approved Program (ELAP) certified laboratory. All analyses will be performed in accordance with the NYSDOH protocol “Stratified Point-Count Technique for Identifying and Quantifying Asbestos in Bulk Samples”.

In New York State there is another separate classification of samples for ACM analysis. Non-Friable Organically Bound (NOB) bulk samples are materials that are flexible-to-rigid asphalt, vinyl or an organic type matrix. This includes but is not limited to vinyl asbestos tiles (VAT), roofing, mastics, etc and ceiling tiles. The NYS protocol requires that NOB samples be prepared by a gravimetric reduction method (subjecting the sample to cooking/ashing and weighing) prior to analysis.

Once the NOB sample has been gravimetrically reduced, it is analyzed via PLM. If >1% asbestos is reported, the sample is reported as ACM and no further analysis is required. If PLM analysis indicates an asbestos concentration of < 1 %, then the absence of asbestos fibers must be confirmed by Transmission Electron Microscopy (TEM). Any positive result gets reported and treated as such.

Project Air Sampling & Monitoring Services:

During the project (asbestos abatement), ECMS will provide a site hygienist to perform air sampling and monitor the work during the asbestos abatement project. Air samples will be collected and transported to a local NYS-DOH ELAP approved laboratory for analysis by Phase Contrast Microscopy (PCM). Post abatement air samples will be analyzed via PCM and TEM as necessary and reported. Daily activities and events will be recorded throughout the project.

Credentials:

ECMS inspectors performing the on-site work are accredited within the State of New York and the Environmental Protection Agency. Additionally, lead inspectors are also New York City Department of Environmental Protection Agency Certified Asbestos Inspectors. Environmental Consulting & Management Services, Inc. holds a New York State Department of Labor Contractor’s Handling License, which is necessary to inspect and collect samples within the State of New York.

Fee Schedule:

Phase I – Inspection (Asbestos):

1. Insp. & Sample Collection, Report (all buildings): \$4,500.00
(including sampling, analytical & report)
2. Analytical (included):
 - a. 198.1 - PLM Analysis
 - b. 198.6 - PLM NOB Analysis
 - c. 198.4 - TEMNOB Analysis

Fixed Fee: \$4,500.00

Vermiculite – If any materials such as fireproofing or plasters are reported as containing vermiculite, additional analysis, 198.6 is required @ \$400/sample, they are extremely uncommon and only specific to materials containing vermiculite. Blown-in insulation cannot be analyzed and MUST be reported as Positive and abated/removed as ACM.

If Required:

Phase II: Scope of Work, Bidding, Fixed Fee (Insp. Report): \$ Included

CAD Drawings/detailed specs @ \$3,450.00

Phase III – On-Site Monitoring/Project Management:

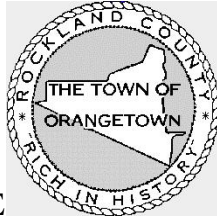
1. Project Air Sampling Technician @ \$495/shift
2. PCM Air Sample Collection and Analysis @ \$22 ea.
3. TEM Air Sample Analysis @ \$85 ea.

Please contact me if you have any questions or need further information. If you agree to this proposal, please sign below and return to our office by facsimile.

Accepted By: _____ Date: _____

Sincerely,

Marc Rutstein
President



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: March 1, 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

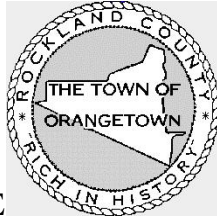
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from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

RR Plumbing Services Corp.
d/b/a/ Roto-Rooter
525 Waverly Avenue
Mamaroneck, NY 10543
Tel.: 914-774-1791

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

DDM/mf
encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: March 5, 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.

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

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

DDM/mf
encl.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

Bond Number 60109535

KNOW ALL PERSONS BY THESE PRESENTS,

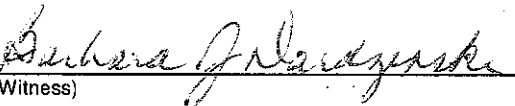
That Griff Construction LLC as Principal, and Capitol Indemnity Corporation, a corporation organized and existing under the laws of the State of Nebraska with its principal office in the City of Madison (hereinafter called the Surety,) as Surety, are held and firmly bound unto Town of Orangetown, NY, as Obligee, in the just and full sum of Forty Five Thousand Two Hundred Forty and 00/100 Dollars (\$45,240.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally firmly by these presents.

The conditions of the obligation is such that:


WHEREAS, the above named Principal, as a condition of the filing to the final subdivision map # 69.18 of Block 3, Lot 43.2 in the R-15 zoning district (tract/parcel) entered into an agreement with said Obligee to complete the improvements specified in said agreements.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term may be granted by Obligee with or without notice to the Surety, this obligation shall be null and void, otherwise it shall remain in full force and effect.

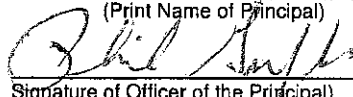
In witness whereof, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-In-Fact this 29th day of January, 2019.



(Witness)

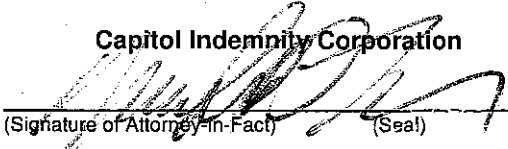


(Witness)

Griff Construction LLC
(Print Name of Principal) (Seal)


Signature of Officer of the Principal)

Philip Griffin
(Print Name of Officer of the Principal and Title)

Capitol Indemnity Corporation


(Signature of Attorney-in-Fact) (Seal)

Michael D. Lapre, Attorney-in-Fact
(Print Name of Attorney-in-Fact and title)

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

60109535

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

**MICHAEL D LAPRE; DEBORAH M MCGUCKIN; RYAN ROGERS; THERESA NEWMAN
KEVIN P SHINE; RICHARD D STEPHENS; AMANDA BRENDEL; JAREN MARX**

its true and lawful Attorney(s) in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s) in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

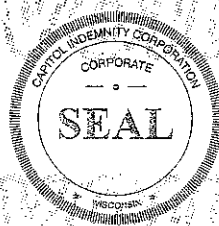
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



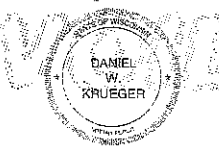
CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the 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.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of January, 2019.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Capitol Indemnity Corporation

Home Office Address Middleton, Wisconsin

Organized under the Laws of Wisconsin

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, prize indemnification, service contract reimbursement, legal services and gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 27, 28, 29 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2019.

**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2018**

Maria T. Vullo
Superintendent

By

Kathleen Granderath

Kathleen Granderath
Special Deputy Superintendent



CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
June 30, 2018

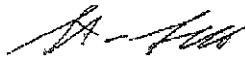
Admitted Assets

Cash and invested assets:	
Bonds	\$ 241,691,225
Common stocks	295,582,126
Cash, cash equivalents and short-term investments	25,313,945
Other invested assets	378,092
Total cash and invested assets	<u>562,965,388</u>
Investment income due and accrued	1,683,646
Uncollected premiums and agents' balances in course of collection	40,170,502
Deferred premiums, agents' balances and installments booked but deferred and not yet due	8,679,943
Amounts recoverable from reinsurers	1,001,612
Other amounts receivable under reinsurance contracts	10,146
Current federal and foreign income tax recoverable and interest thereon	3,407,585
Net deferred tax asset	2,370,485
Electronic data processing equipment and software	693,680
Receivables from parent, subsidiaries and affiliates	581,851
Other admitted assets	600,572
Total admitted assets	<u>\$ 622,165,410</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 168,454,907
Reinsurance payable on paid losses and loss adjustment expenses	14,559,428
Loss adjustment expenses	34,606,309
Commissions payable, contingent commissions and other similar charges	298,042
Other expenses (excluding taxes, licenses and fees)	5,196,306
Taxes, licenses and fees (excluding federal and foreign income taxes)	316,153
Unearned premiums	103,192,432
Ceded reinsurance premiums payable (net of ceding commissions)	4,110,706
Amounts withheld or retained by company for account of others	7,455,422
Payable to parent, subsidiaries and affiliates	6,318,544
Payable for securities	5,341,082
Other liabilities	474,001
Total liabilities	<u>350,323,332</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	163,716,909
Surplus as regards policyholders	<u>271,842,078</u>
Total liabilities and capital and surplus	<u>\$ 622,165,410</u>

I, Stephen J. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at June 30, 2018, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills
CEO & President



PB #19-06: Griffin Site Plan
(Kreiger Subdivision – Lot #2)
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond

Permit #47361

Town of Orangetown Planning Board Decision
January 23, 2019
Page 1 of 2

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 a Recommendation to the Town Board to Establish the Term and Value of the Performance Bond, 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 a meeting held **Wednesday, January 23, 2019**, the Board made the following determinations:

Steven Griffin appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated January 16, 2019.
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 January 22, 2019.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated January 8, 2019.

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 Bruce Bond and second by Stephen Sweeney and carried as follows: Thomas Warren - Chairman, absent; William Young - Vice Chairman, aye; Michael Mandel, aye; Robert Dell, absent; Blythe Yost, aye; Bruce Bond, aye and Stephen Sweeney, aye.

**PB #19-06: Griffin Site Plan
(Kreiger Subdivision – Lot #2)
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond**

Permit #47361

**Town of Orangetown Planning Board Decision
January 23, 2019
Page 2 of 2**

RECOMMENDATION: In view of the foregoing, the Planning Board **Recommended to the Orangetown Town Board** the value and term of the Performance Bond in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated January 8, 2019.

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before January 23, 2021 and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
As-Built Drawings	\$ 1,800.00
Storm Drainage	23,075.00
Soil Erosion & Sediment Control	12,825.00
Sub-Total	\$ 37,700.00
Administrative Close-out (20% of Sub-Total)	\$ 7,540.00
Total Bond	\$ 45,240.00

Inspection Fee:

(3% of Sub Total of original bond amount) \$ 1,131.00

To be submitted to DEME prior to Signing the Site Plan.

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

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



Department of Environmental Management and Engineering Town of Orangetown

RECEIVED

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951
January 8, 2019

January 23, 2019

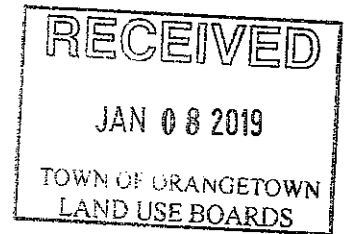
Planning Board
Town of Orangetown
1 Greenbush Road
Orangeburg, New York 10962
Attn: Cheryl Coopersmith, Chief Clerk

Re: **Performance Bond** (YY-MM-Section:Block:Lot)
Griffin Site Plan (Kreiger Lot 2) Tracking # 19-01-6918-3-43.2

Gentlemen:

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

<u>ITEM</u>	<u>COST</u>
As-Built drawings	\$ 1,800.00
Storm Drainage	23,075.00
Soil Erosion and Sediment Control	12,825.00
<u>Sub-Total</u>	<u>\$ 37,700.00</u>
Administrative Close-out (20% of Sub Total)	\$ 7,540.00
<u>Total Bond = \$</u>	<u>45,240.00</u>



Inspection Fee:
(3% of Sub Total of original bond amount) \$ 1,131.00
to be submitted to this Department prior to onset of construction.

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

Sincerely,

cc: Bldg. Dept.
Town Attorney
Town Clerk
Subdivision file

**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.

PLANNING BOARD
TOWN OF ORANGETOWN
PEARL RIVER, NEW YORK

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.

TOWN OF ORANGETOWN
PLANNING BOARD
17700 US HWY 1
ORANGETOWN, FL 32973

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.

ORANGE TOWN PLANNING BOARD
TOWN OF ORANGETOWN
12/12/18 10:00 AM

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.

LANDS & PLANNING

PLANNING BOARD

PLANNING BOARD

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**



DEC 12 2018
TOWN OF ORANGETOWN
PLANNING BOARD



Training Announcement:

Managing Floodplain Development through the National Flood Insurance Program (NFIP)

March 11th — 14th, 2019

*** Restricted Enrollment ***

State Preparedness Training Center

Course Description

This is the field deployed version of the FEMA Emergency Management Institute (EMI) MI E273 course. This course is designed to provide an organized training opportunity for local officials responsible for administering their local floodplain management ordinance. The course will focus on the NFIP and concepts of floodplain management, maps and studies, ordinance administration, and the relationship between floodplain management and flood insurance. Enrollment is restricted. *An optional CFM exam will be offered on the 15th. More information will be sent to enrollees at a later date. This is separate from the training course.*

Course Provider

This course is being provided by the Federal Emergency Management Agency.

Location

State Preparedness Training Center
5900 Airport Road, Oriskany, NY 13424

Cost

There is NO FEE for this course. Lunch will be provided. Travel and all other meals are the responsibility of the course participant.

Times

March 11th — 14th, 2019 : Check-In (7:30am-8:00am), Course (8:00am-5:00pm)

March 15th, 2019: OPTIONAL Certified Floodplain Manager Exam (8:30am - 12:00pm)

Audience

This delivery is restricted to invited staff from DEC,OEM, DOS Codes Division, Local Code Officials, and other state and local officials responsible for administering local floodplain management ordinances. The Division of Homeland Security and Emergency Services and the Department of Environmental Conservation have the right to determine eligibility for this class.

Pre-requisites:

FEMA Flood Insurance Rate Map (FIRM) tutorial (30 Mins)

FEMA Flood Insurance Studies (FIS) tutorial (40 mins)

Registration Process

All student registrations will be reviewed by the SPTC with approvals sent to students NO LATER THAN 2 weeks prior to the start of the class. Registration does not guarantee a seat in the class. If you are accepted into this course, you will receive a confirmation email from the Center.

To register for this course, access the SPTC's Training Calendar online:

<http://www.dhSES.ny.gov/training/calendar/?agency=SPTC>.

Please select "COURSE NOT LISTED? - For additional courses go to Next Page" for question #1 and hit next. Be sure to select "Managing Floodplain Development Through the National Flood Insurance Program (NFIP)" on the next page.

No Show Policy

Failure to attend a class you have registered for can result in restriction on future course attendance and agency notification. If you have not received a confirmation or denial two weeks prior to the course date, please contact DHSES, SPTC at (315) 768-5689 or SPTC.INFO@dhSES.ny.gov

Lodging

Lodging will be provided on the nights of March 10th, 11th,12th, and 13th, 2019 for public sector personnel. Lodging will NOT be provided on the night of March 14th for persons taking the optional exam.

You are eligible for lodging if your residence and official work station are more than 50 miles from the SPTC and you are public sector personnel. Lodging is not available for federal employees or private industry participants. You must be enrolled in the course and have received lodging confirmation from the SPTC before arriving at the Center, or your lodging will not be covered and you will not be allowed in the class.

If you have any questions, please contact the SPTC at 315-768-5689 or SPTC.INFO@dhSES.ny.gov prior to arriving at the Center.

For More Information, please contact the DHSES State Preparedness Training Center (SPTC)

Phone: 315-768-5689

Email: SPTC.INFO@dhSES.ny.gov

Website: www.dhSES.ny.gov/sptc

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete Page 1 and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Police DATE: March 5, 2019

NAME(S) OF PERSON(S) TO ATTEND: Det. Dave Maddalena and Det. Brian Domitrovits.

CONFERENCE, ETC. – NAME & LOCATION: Property/Evidence Room Management

CONFERENCE, ETC. DATE(S): May,2-3, 2019

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

The safe and secure storage of property and evidence is a major priority. Det Maddalena and Det. Domitrovits have been recently named as evidence custodians and need this training to enhance their knowledge and skills in this area.

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: None

ESTIMATED EXPENSES:

<u>Item</u>	Charge to: B.3120.441.16 <u>Schls & Confs</u>	Charge to: B.3120.480.16 <u>Travel Exp*</u>	<u>Total</u>
Registration Fee	\$ <u>0</u>	\$ _____	\$ _____
Lodging	\$200.00	_____	\$ 200.00
Meals	\$140.00 _____	_____	\$ 140.00
Travel	\$ 75.00 _____	_____	\$ 75.00
Other	_____	_____	_____
Total	\$ <u>415.00</u>	\$ _____	\$ <u>415.00</u>

*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$ _____

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ _____

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): _____

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ _____ 0480-\$ _____

TOWN BOARD ACTION: Approved _____ Disapproved _____ Date: _____ Res. No. _____

REASON FOR DISAPPROVAL: _____

Property/Evidence Room Management - Onondaga Co.

**Starting
Date**

Thursday May 2, 2019 8:30 AM

End Date

Friday May 3, 2019 12:30 PM

Contact

Scott Neff
scott.neff@dcjs.ny.gov

Description

The NYS Division of Criminal Justice Services periodically provides specialized training for law enforcement. Over the past several years, property and evidence room management has increasingly attracted attention. The safe and secure storage of property and evidence should be among the major priorities for any law enforcement agency. Therefore, the Office of Public Safety will be presenting Property/Evidence Room Management course in the following location:

Onondaga County on May 2-3, 2019

This course is intended to provide instruction and awareness of the most essential topics for an effective and efficient system for the management and storage of property and evidence by law enforcement agencies. It is designed to enhance the knowledge of managers, law enforcement officers, as well as civilians employed by law enforcement agencies. The training provides information in several topical areas of property and evidence room management including:

- Staffing and ethics
- Access and security
- Evidence custody
- Storage of property and evidence
- Policies and procedures
- Inspections, audits and inventories
- Purging and disposition of property and evidence

There is no course fee to attend. Due to the hands-on nature of the training, seats are limited. Therefore, you must receive confirmation on attendance. Please complete the course application and have it sent no later than two weeks prior to the start of the course.

Course registration link: <http://www.surveygizmo.com/s3/3804483/Property-Evidence-Room-Management-Course-in-Onondaga-County> .

If you are not currently connected to the internet, you may go online at a later time to any of the above listed dates on the DCJS training calendar <http://calendar.dcjs.state.ny.us/> and click on the link there. You can also keep up with our training courses by enrolling in DCJSContact by using this link: (Copy and paste into browser) <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form> .

Directions to the training site and additional course information will be included in your confirmation notice. If you have any questions regarding these trainings, please contact Senior Training Technician Tim Adamczak at tim.adamczak@dcjs.ny.gov or by telephone at (518) 457-1245.

BRIEF REPORT ON CONFERENCE, ETC. (Attach copy of handouts):

TOWN BENEFIT(S) DERIVED FROM ATTENDANCE: _____

PERSONAL AND/OR PROFESSIONAL BENEFIT(S) DERIVED FROM ATTENDANCE: _____

FOLLOWING PERSON(S) COULD BENEFIT FROM ATTENDING SIMILAR FUTURE CONFERENCES,

ETC.: _____

ACTUAL EXPENSES (Attach bills, receipts & voucher):

Registration Fee \$ _____ Lodging \$ _____ Meals \$ _____ Travel \$ _____

Other \$ _____ Total \$ _____

ATTENDEE(S): (Please print)

NAME _____ SIGNATURE: _____ DATE: _____

NAME _____ SIGNATURE: _____ DATE: _____

NAME _____ SIGNATURE: _____ DATE: _____

REVIEWED BY DEPARTMENT HEAD (If not an attendee):

SIGNATURE: _____ DATE: _____

REVIEWED BY TOWN BOARD AND APPROVED FOR PAYMENT – DATE: _____

TOWN BOARD REMARKS: _____

TOWN BOARD SIGNATURES:

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

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



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

Memorandum

DATE: March 7, 2019

TO: Town Board

FROM: James J. Dean, Superintendent of Highways

RE: Old Middletown Road, Pearl River – Site Plan and Road Improvement Study

Upon review of the proposals for the above noted matter, it is the recommendation of the Superintendent of Highways and Commissioner of the Department of Environmental Management and Engineering that;

RESOLVED, the Town Board hereby agrees to accept the proposal from Brooker Engineering, PLLC, dated February 7, 2019 to provide professional services to perform a Site plan and Road Improvement Study for Old Middletown Road, Pearl River, in the amount of \$5,000.

Kj





BROOKER ENGINEERING, PLLC

NY OFFICE
74 Lafayette Avenue
Suite 501
Suffern, New York 10901

Tel: 845.357.4411
Fax: 845.357.1896

NJ OFFICE
65 Ramapo Valley Road
Suite 208
Mahwah, New Jersey 07430

Tel: 201.684.1221
Fax: 845.357.1896

February 7, 2019

Town of Orangetown DEME
127 Route 303
Orangeburg, New York 10962

Attn: Joe Mendicino, PE

Re: Old Middletown Road Curve
Proposal for Site Plan and Road Improvement Study

Dear Mr. Mendicino:

Thank you for the opportunity to provide this proposal for engineering services for improvements at the curve at Old Middletown Road located just north of Orangeburg Road. Our scope of work will include the following:

We propose to perform the following scope of services:

Task I: Schematic Design/Evaluation of Alternatives

1. Utilize Rockland County topographic mapping and tax lot records for right-of-way information to create a basemap of the area.
2. Supplement Rockland County mapping as necessary to show key features, including trees, signs, poles, and guiderails.
3. Prepare Site Plans that evaluate three alternatives, including:
 - a. Increasing the radius of the curve to allow safer passage of vehicles exceeding the posted 10 MPH speed limit.
 - b. Decreasing the radius of the curve to create an intersection controlled by traffic signage.
 - c. Alternate traffic calming techniques installed in the existing roadway.
4. Report summarizing existing conditions, including investigations of historic accident data.
5. Traffic volume and speed measurements in both directions. Traffic volumes will be measured in AM and PM peaks over two days. Speed measurements will be taken in both approach directions and will be supplemented with measurements taken during non peak hours when traffic speeds are more likely to be higher. We will coordinate the appropriate times with your office.
6. Narrative summary of alternatives and recommendations.
7. Meetings with the Town of Orangetown as necessary.

➤ Fee for Task I: \$5,000

Thank you for the opportunity to provide this proposal. We hope that you find it satisfactory. Please contact me if you have any questions or require any additional information or clarification.

Very truly yours,

BROOKER ENGINEERING, PLLC

Kenneth DeGennaro, P.E., C.F.M.

————— LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • WATER RESOURCES • LAND SURVEYING —————

Brian Brooker, P.E. Eve Mancuso, P.E., C.M.E. Ken DeGennaro, P.E., C.F.M. Stuart Strow, P.E., C.F.M.
Anthony Riggi, P.E. Dennis Rocks, P.E., C.F.M. John Bezuyen, P.L.S. Hillary Brooker, P.E. Vincent Kane, P.E.

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

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



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

Memorandum

DATE: March 7, 2019
TO: Town Board
FROM: James J. Dean, Superintendent of Highways
RE: Railroad Avenue Operational Modifications, Pearl River

Upon review of the proposals for the above noted matter, it is the recommendation of the Superintendent of Highways and Commissioner of the Department of Environmental Management and Engineering that;

RESOLVED, the Town Board hereby agrees to accept the proposal from Maser Consulting, P.A., dated January 30, 2019, to provide professional services for the examination of the potential for improving/modifying vehicle circulation, pedestrian safety and taxi operations on Railroad Avenue at the Pearl River Train Station, in the amount of \$14,550.

Kj





Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

50 Chestnut Ridge Road, Suite 101
Montvale, NJ 07645
T: 845-352-0411
F: 845-231-6321
www.maserconsulting.com

January 30, 2019

VIA E-MAIL

Mr. Joseph Mendicino, P.E.
Orangetown Department of Environmental
Management and Engineering
Town of Orangetown
127 Route 303
Orangetown, NY 10962

Re: Proposal for Professional Services
Railroad Avenue Operational Modifications
Town of Orangetown, Rockland County, New York
MC Proposal No. 18008866P

Dear Mr. Mendicino:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for the examination of the potential for improving/modifying vehicle circulation, pedestrian safety, and taxi operations on Railroad Avenue at the Pearl River Train Station. Consideration will also be given to the possibility of adding EV Charging Stations.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Client Contract Authorization
- Section III – Business Terms and Conditions
- Section IV – Technical Staff Hourly Rate Schedule Reimbursable Expenses

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.



SECTION I – SCOPE OF SERVICES

Based on the information we have been provided, we propose to complete the following:

PHASE 1.0 DATA COLLECTION

An inventory of the existing street system will be undertaken by representatives of Maser Consulting. The information collected will include:

- Area Roadway Geometry
- Pavement Markings/Signing
- Parking Space Allocation/Location/Restrictions
- Peak AM & PM Hour Traffic Volume Counts
 - S. Main Street/W. Central Avenue
 - S. Main Street/Station Plaza
 - W. Central Avenue/Railroad Avenue
- Railroad Operations
- Accident Data

The above information will be compiled and use of aerial photography will be made to develop a base plan.

Based on the above information, criteria will be developed to determine the best method for addressing the passenger drop-off/pick-up operation at the railroad plaza. Consideration will be given to potential modification to travel patterns and the effect on intersection capacity and operations, as well as on the operations within Railroad Plaza and at the railroad crossing to the west.

Phase 1.0 Estimated Lump Sum Fee \$5,850.00

PHASE 2.0 ALTERNATE EVALUATION/PLAN PREPARATION

Maser Consulting will perform intersection capacity analysis at the three above mentioned intersections for the AM and PM Peak Hour to determine existing operational levels. Once intersection capacity analysis is completed, Maser Consulting will develop alternatives for improving vehicular operations and pedestrian safety. Such changes might include designating Railroad Avenue as “one way” either northbound or southbound. Restriping Railroad Avenue to provide designated Taxi Stand Area may be proposed, as may be relocating parking spaces, installing new directional signing, identifying pedestrian walkways, etc. Capacity analysis will be rerun for each alternative. The alternates will be identified on the prepared base plan and a narrative of the advantages/disadvantages of each will be prepared for the Town’s review, comment, and discussion.

Phase 2.0 Estimated Lump Sum Fee \$5,200.00



PHASE 3.0 FINAL ALTERNATIVE PLAN PREPARATION

After consulting with the Town, the selected improvement(s) will be identified on an "Implementation Plan" for the Town's use.

Phase 3.0 Estimated Lump Sum Fee \$1,000.00

PHASE 4.0 MEETINGS/FOLLOW UP

Attendance at agency and project coordination (including with client and other consultants) meetings/follow up will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held or follow up task undertaken. Time spent preparing for meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed. We have included an allowance amount below.

Phase 4.0 Fee \$1,500.00

PHASE 5.0 CONSTRUCTION DOCUMENTS

If Construction Documents are required for selected improvements, a separate work order will be sent to the Town for their approval.

Phase 5.0 Fee TBD

PHASE 6.0 REIMBURSABLE EXPENSES

We anticipate that the printing, travel and deliveries on this project to be billed under this phase.

Reimbursables (tolls, mailing, printing, travel) \$1,000.00

SCHEDULE OF FEES

The estimated lump sum budget for Phases 1.0 through 4.0 is \$13,550.00 plus \$1,000.00 in reimbursables for a **Grand Total of \$14,550.00**. Attendance at meeting(s) and follow up tasks (Phase 4.0) will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held or follow up conducted however, we have included an allowance of \$1,500.00 in the above-mentioned fee of \$14,550.00.

Acceptance of this Contract and Fee Schedule authorizes us to complete Phases 1.0 through 4.0. If additional professional engineering services are required, a separate work order will be offered upon request.

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section III of this Contract.



EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Construction Administration, Construction Specifications, Construction Stake-Out and/or additional field surveying information except as noted;
- Site or Roadway Improvement plans for roadway/intersection improvements;
- Application fees and escrow deposits to any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review; and
- Plan revisions occasioned by other project representative's decision.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section II, and return one signed copy to this office. Invoices are due within 30 days.

This proposal is valid until March 31, 2019.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink that reads 'Nabil Ghanem'.

Nabil Ghanem, P.E.
Principal/Department Manager

JTC/ca

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

R:\Proposals\2018\18008866P\190130_jtc_Mendicino (Railroad Ave).docx



SECTION III – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or



damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.



13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION IV – 2019 RATE SCHEDULE
WESTCHESTER TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Executive Principal	295.00
Principal	275.00
Senior Technical Director	230.00
Senior Project Manager.....	195.00
Technical Director	190.00
Project Manager.....	180.00
Senior Project Specialist	160.00
Project Specialist.....	150.00
Technical Professional	140.00
Technical Specialist	130.00
Specialist.....	120.00
Senior Data Technician	110.00
Senior Technical Assistant	100.00
Technical Assistant	90.00
Data / Field Technician.....	75.00
Survey Crew – 2 Man.....	200.00
Survey Crew – 1 Man w/Robotic Equipment	175.00
Expert Witness	325.00

REIMBURSABLE EXPENSES

General Expenses.....	Cost + 20%
Travel (Hotel, Airfare, Meals).....	Cost + 20%
Sub-Consultants/Sub-Contractors.....	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	4.75 / Each
Computer Mylars / Color Plots.....	50.00 / Each
Photo Copies	0.10 / Each
Color Photo Copies	1.75 / Each
Document Binding	3.00 / Each
Portable Media	100.00 / Each
Portable Media	25.00 / Additional Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each
Automatic Traffic Recorders (ATR)	\$800/Per Week
Initial Digital Signature	250.00
Additional Digital Signatures	50.00/Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.



Richmar Controls & Service Company Inc.

851 McLean Avenue, Yonkers, New York 10704
Tel (914) 776-6060 Fax (914) 776-2254

August 2, 2018

Orangetown Building Department
81 Hunts Road
Orangeburg, NY 10962

Attention: Mr. Aric Gorton

For: Orangetown Town Hall

Andover System - Front End Software and PC Upgrade

The existing Andover system's hardware was introduced in 1991 - we installed the system in 1993. The CX-9000 master controller's power supply is now unrepairable by the manufacturer due to the unavailability of some of its parts. If the power supply should fail the master controller will be inoperative. The system will continue to operate according to its last settings and but no one will be able to log in and see or adjust anything.

We propose to upgrade the system to Andover's most recent revision by installing a new Andover BCX master controller, a new PC with Andover Continuum software running on Windows 10, importing all 49 existing controllers into the upgraded system and creating all new dynamic graphic screens. The upgraded system will provide much better and faster functionality than the existing and will be virtually indistinguishable from a new system in its graphics and operation.

The upgraded system will be remotely accessible via PC, laptop, tablet or smartphone and will be capable of sending maintenance alarms via e-mail or text. The system will be 100% current and compatible with the Andover product manufactured today meaning that if any of the existing controllers become unrepairable new currently manufactured controllers can be put in their place.

BASE PRICE\$ 17,400.00

All work is to be done by Richmar technicians during regular working hours.

All new components are guaranteed to be free from defects in workmanship and material for a period of one (1) year after job completion.



RICHMAR CONTROLS AND SERVICE COMPANY, INC.

Quotation for: - Andover System, Front End Software and PC Upgrade – continued

OUR BASE CONTROL PRICE INCLUDES:

- New Dell PC with wide flat screen monitor running Windows 10 Professional
- Andover Continuum operator interface software
- New Andover BCX-1 controller with 64 node capability
- Installation & checkout
- Checking all existing software in each existing controller for conflicts with new system after installation
- Operator training
- System will be accessible via PC, laptop, tablet or smartphone and will be capable of sending maintenance alarms via e-mail or text

OUR BASE CONTROL PRICE EXCLUDES:

- Sales tax
- Overtime labor

TERMS: Net 30 days

Respectfully submitted by,



Philip J. Roche
Vice-President

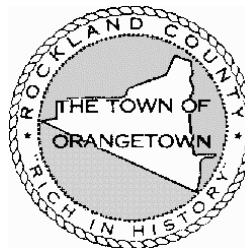
Date of acceptance: _____

Accepted by: _____

For: Orangetown Building Department

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 03/11/19
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 3/12/19 consists of 4 warrants for a total of \$897,822.37.

The first warrant had 2 vouchers for \$14,086.43 and was for Reimbursement of Christmas Light Expenses.

The second warrant had 2 vouchers for \$4,670.00 and was for Blauvelt Senior Club and Finance GFOA expense.

The third warrant had 71 vouchers for \$78,206.15 and was for utilities.

The fourth warrant had 187 vouchers for \$800,859.79 and had the following items of interest.

1. Atlantic Salt (p8) - \$99,937.13 for Highway salt purchases.
2. Capasso and Sons (p14) - \$48,564.75 for refuse and recycling.
3. Commissioner of Finance (p15) - \$9,000 for Police REACT Training.
4. County of Rockland (p16) - \$412,800 for PILOT payment.
5. CRAFCO (p17) - \$17,552 for repair of Highway patching equipment.
6. Goosetown (p23) - \$6,735 for Highway rental of equipment.
7. H2M (p23) - \$16,100 for evaluation of Ammonia upgrade DEME.
8. Helmke (p24) - \$14,610 for OHA snow removal.
9. Johnson Controls (p32) - \$7,871.24 for HVAC repairs New side Town Hall.
10. MetLife (p31) - \$14,062.53 for Police life insurance.
11. SOCSO (p50) - \$50,226.15 for pool rental.
12. Sprague Operating Resources (p50) - \$10,792 for fuel.
13. Starr Press (p53) - \$8,220 for Highway mailer.

14. WW Grainger (p60) - \$4,679.90 for supplies (various departments).

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

Jeffrey W. Bencik
845-359-5100 x2204