

**TOWN OF ORANGETOWN WORKSHOP MEETING  
Tuesday, March 20, 2018**

This Town Board Meeting was opened at \_\_\_\_\_ p.m.

Councilman Denis Troy \_\_\_\_\_

Councilman Thomas Diviny \_\_\_\_\_

Councilman Paul Valentine \_\_\_\_\_

Councilman Jerry Bottari \_\_\_\_\_

Supervisor Christopher Day \_\_\_\_\_

***Pledge of Allegiance to the Flag***

**ANNOUNCEMENTS :**

- Paper Shredding Event, April 7, 2018 (8:00 A.M. - 12:00 P.M.) at Town Hall, 26 Orangeburg Rd, Orangeburg, NY - Help Someone Get Ahead While You Shred - Please bring a non-perishable food donation for local pantries in exchange for free secure paper shredding
  
- Public Hearing / RTBM April 24, 2018 at 8:05 P.M. / Petition For Zone Change / Town Plaza II / Tax Map 74.07-1-6
  
- Public Hearing / RTBM April 24, 2018 at 8:15 P.M. / Proposed Amendment to zone for real property designated as 70 Hickory Hill Road / Tappan / SAMI Construction

**PRESENTATIONS:**

- Ryan Slattery / Eagle Scout / Troop #2097 / Project at the Bogert Cemetery, Pearl River, New York
  
- Petition for Zone Change / Galway Bay Contracting Inc. / Dione's Way LLC / Section 68.16; Block 6; Lot 67 / Market Analysis and Proposal for Parking Contribution

**FOR DISCUSSION**

**AGENDA ITEMS:**

**TOWN BOARD**

**APPROVE MEMORANDUM OF AGREEMENT / 2018 /  
TOWN OF ORANGETOWN / JAMES BROWN, CAPTAIN,  
ORANGETOWN POLICE DEPARTMENT**

1. **RESOLVED**, that the Town Board hereby approves the memorandum of agreement by and between The Town of Orangetown and JAMES BROWN,

Captain, Orangetown Police Department.

**APPROVE MEMORANDUM OF AGREEMENT / 2018 /  
TOWN OF ORANGETOWN / DONALD BUTTERWORTH,  
CAPTAIN, ORANGETOWN POLICE DEPARTMENT**

2. **RESOLVED**, that the Town Board hereby approves the memorandum of agreement by and between The Town of Orangetown and DONALD BUTTERWORTH, Captain, Orangetown Police Department.

**APPROVE MEMORANDUM OF AGREEMENT / 2018 /  
TOWN OF ORANGETOWN / KEVIN NULTY, CHIEF OF  
POLICE, ORANGETOWN POLICE DEPARTMENT**

3. **RESOLVED**, that the Town Board hereby approves the memorandum of agreement by and between The Town of Orangetown and KEVIN NULTY, Captain, Orangetown Police Department.

**AMEND RESOLUTION NO. 192 / APPROVE  
HELICOPTER LANDING ON TOWN OWNED  
PROPERTY AT NIKE PARK AS PART OF FILM  
PERMIT AND LICENSE AGREEMENT WITH  
ABC**

4. **WHEREAS**, the Town has issued a film permit to, and otherwise has entered into a short-term revocable license with, ABC Studios New York LLC ("ABC"), allowing filming, and preparation for filming, on Town owned lands at Nike Park (the "Site"); and

**WHEREAS**, in connection with such permit and license, ABC has requested permission to land a helicopter at the Site on one day, between March 28 and March 30, between the hours of 6 p.m. and 10 p.m.; and

**WHEREAS**, the helicopter and crew have determined that the aircraft can safely arrive at, and depart from, the Site, in compliance with all federal, state and local regulations, and without interference to Town or County operations thereat; and

**WHEREAS**, the aircraft company, Hover Views Unlimited, Inc. and Al Cerullo, will provide the Town with liability insurance coverage at a heightened level, to wit, TWENTY FIVE MILLION DOLLARS (\$25,000,000.00), naming the Town as an additional insured thereon,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes ABC and Hover Views Unlimited, Inc. and Al Cerullo to operate a helicopter at and above Town owned lands at Nike Park, in connection with the previously issued film permit, on no more than two dates in and between March 28 and March 30, 2018, between the hours of 6 a.m. and 10 p.m., or on any other date or dates as may be made necessary by inclement weather or other circumstances, subject to:

- evidence of general liability insurance covering as named insured, Hover Views Unlimited, Inc. and Al Cerullo, in an amount no less than \$25,000,000.00, and naming the Town of Orangetown, its officers and employees as additional insured thereon; and
- compliance with all federal, state and local regulations

**RESOLUTION TO AUTHORIZE ADS ENVIRONMENTAL SERVICES / MONITOR / ANALYZE AND REPORT FINAL FLOW REDUCTIONS / NYACK SANITARY SEWER SYSTEM**

5. **WHEREAS**, an Order on Consent from the New York State Department of Environmental Conservation (NYSDEC) was imposed upon the Town of Orangetown in 2014 to eliminate overflows at the Nyack pump station,

**WHEREAS**, the Town of Orangetown was directed to devise a plan of action to comply with said order,

**WHEREAS**, the Town of Orangetown proposed to rehabilitate key segments of the sanitary sewer system in Nyack to reduce inflow and infiltration into the sanitary sewer system using the Cured In Place Pipe (CIPP) method, thereby reducing wet weather flows to the Nyack pump station to ultimately eliminate overflows,

**WHEREAS**, the Town of Orangetown was required to analyze the current flows in the Nyack sanitary sewer system subsequent to the CIPP sewer rehabilitation, report the results to the NYSDEC, and hired ADS Environmental Services to prepare said report,

**WHEREAS**, the NYS Department of Environmental Conservation requires further information that will require further flow investigations,

**THEREFORE**, be it resolved to authorize ADS Environmental Services to monitor, analyze and report on flow reductions achieved in the Nyack sanitary sewer system in smaller sub-sections for an additional fee of \$45,300.00.

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$545,564 BONDS OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, TO PAY COSTS OF VARIOUS PURPOSES IN AND FOR SAID TOWN.**

6. **BE IT RESOLVED**, by the affirmative vote of not less than two-thirds of the total voting strength of the Town of Orangetown, Rockland County, New York, as follows:

Section 1. The following are hereby authorized in and for the Town of Orangetown, Rockland County, New York:

- a) The purchase of vehicles, at a maximum estimated cost of \$363,000, being a class of objects or purposes having a period of probable usefulness of three years pursuant to subdivision 77 of paragraph a of Section 11.00 of the Local Finance Law;
- b) IT improvements, at a maximum estimated cost of \$99,500, being a class of objects or purpose having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;
- c) The purchase of equipment for the Police Department, at a maximum estimated cost of \$33,064, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law; and
- d) Replace floor at Greenbush Facility, at a maximum estimated cost of \$50,000, being a specific object or purpose having a period of probable usefulness of five years pursuant to subdivision 35 of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The total maximum estimated cost of the aforesaid objects or purposes is \$545,564, and the plan for the financing thereof is by the issuance of \$545,564 bonds of said Town hereby authorized to be issued therefor pursuant to the Local Finance Law, to be allocated in accordance with the maximum estimated costs set forth in Section 1 hereof.

Section 3. It is hereby further determined that the maximum maturity of the bonds herein authorized will not exceed five years.

Section 4 The faith and credit of said Town of Orangetown, Rockland County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of

such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7 The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long- term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9 This resolution, which takes effect immediately, shall be published in summary form in the official newspaper designated for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

**RESOLUTION TO OPEN / CONTINUE PUBLIC HEARING /  
ORANGEBURG COMMONS / ZONING TEXT  
AMENDMENT / RELATED SPECIAL PERMIT  
AMENDMENT / ADDING CHILD DAY-CARE CENTER AS  
A PERMITTED USE IN MIXED USE DEVELOPMENTS  
AND MIXED USE EXPANSIONS IN THE LI ZONING  
DISTRICT / RTBM MARCH 20, 2018 AT 8:00PM**

7. **RESOLVED**, that the public portion is hereby opened/continued at 8:00 P.M.

PRESENTATION: Notice of Posting and Affidavit of Publication

SUMMARY OF PUBLIC COMMENTS

**RESOLUTION TO CONTINUE / CLOSE PUBLIC  
HEARING / ORANGEBURG COMMONS / ZONING TEXT  
AMENDMENT / RELATED SPECIAL PERMIT  
AMENDMENT / ADDING CHILD DAY-CARE CENTER AS  
A PERMITTED USE IN MIXED USE DEVELOPMENTS**

**AND MIXED USE EXPANSIONS IN THE LI ZONING DISTRICT / RTBM MARCH 20, 2018**

8. **RESOLVED**, that the public portion is hereby adjourned and / continued to public hearing on a future date.

**DECLARE LEAD AGENCY STATUS / ZONING TEXT AMENDMENT, AND RELATED SPECIAL PERMIT AMENDMENT / ADDING CHILD DAY-CARE CENTER AS A PERMITTED USE IN MIXED USE DEVELOPMENTS AND MIXED USE EXPANSIONS IN THE LI ZONING DISTRICT**

9. **WHEREAS**, the Town Board has before it an application seeking an amendment to the Town Zoning Law, at Chapter 43, § 4.32(O), adding Child Day-Care as a permitted use within Mixed Use Developments and Mixed Use Expansions in the LI Zoning District, together with an application for amendment of an existing Mixed Use Expansion special permit, in the event the text amendment shall be approved and become effective, relating to property within the LI zoning district, in the vicinity the intersection of State Rte. 303 and the Palisades Interstate Parkway (Exit 5 Interchange), in the Town of Orangetown on Parcel 74.15, Block 1, Lot 22; and

**WHEREAS**, by resolution 112 of 2018, duly adopted the 13th day of February 2018, the Town Board declared its intention to serve as Lead Agency for the environmental review of such proposed action under the State Environmental Quality Review Act (SEQRA), and further directed that that a Lead Agency Coordination Letter, be circulated to and among the various involved and/or interested agencies; and,

**WHEREAS**, furtherance of the aforesaid resolution, on February 14, 2018, the Town Attorney circulated a letter, together with relevant documents, to the following involved and/or interested agencies, advising of the Town Board's stated intention and requesting the consent of each thereto:

- Orangetown Planning Board;
- Rockland County Department of Planning;
- Rockland County Sewer District No. 1;
- Rockland County Drainage Agency;
- Rockland County Department of Health;
- N.Y.S. Department of Environmental Conservation;
- N.Y.S. Department of Transportation;
- Palisades Interstate Park Commission

And,

**WHEREAS**, more than 30 days have passed since notice of the Board's intention was circulated and no other agency has contested, or objected to, the Town Board's decision to serve as Lead Agency,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Orangetown hereby declares itself to be Lead Agency for the coordinated

environmental review of the proposed action, and, acting in such capacity, makes the further determination that the proposed action is an “unlisted action” under SEQRA.

**ISSUE NEGATIVE DECLARATION WITH RESPECT TO  
ADOPTION OF LOCAL LAW NO. \_\_ OF 2018, ADDING  
CHILD DAY-CARE CENTER AS A PERMITTED USE IN  
MIXED USE DEVELOPMENTS AND MIXED USE  
EXPANSIONS IN THE LI ZONING DISTRICT AND  
RELATED SPECIAL PERMIT AMENDMENT**

10. **WHEREAS**, in connection with its consideration and review of a proposed Local Law, amending the text of the Town Zoning Law at Chapter 43, § 4.32(O), to add Child Day-Care Center as a permitted use in Mixed Use Developments and Mixed Use Expansions in the LI Zoning District, and a related application seeking the amendment of an existing Mixed Use Expansion special permit for property in the vicinity the intersection of State Rte. 303 and the Palisades Interstate Parkway (Exit 5 Interchange), in the Town of Orangetown on Parcel 74.15, Block 1, Lot 22, the Town Board by resolution of even date herewith, assumed the role of lead agency for the environmental review of such action under the State Environmental Quality Review Act, and made the further determination that the proposed action (the adoption of the text amendment and issuance of a special permit) are unlisted actions under the State Environmental Quality Review Act (“SEQRA”); and,

**WHEREAS**, in furtherance of its obligations as lead agency, the Town Board has reviewed and considered the following information, studies and documents submitted in connection with the proposed action:

- 1) Full Environmental Assessment Form, signed by Alfred T. Rossi on behalf of the applicants;
- 2) Traffic Assessment, prepared by Maser Consulting P.C., dated November 14, 2017;
- 3) Fiscal Impact Analysis, dated November 15, 2017, reflecting the estimated increased tax revenues as a result of the proposed Child Day Care use, as well as the limited impact on Town services;
- 4) Plans and Drawings, “The Learning Experience at Orangeburg Commons”, dated 11/1/2017, last revised 11/20/2017, including the following:
  - Overall Site Plan;
  - Concept Plan;
  - Grading Drainage and Utility Plan; Erosion Control Plan;
  - Landscaping Plan; Lighting Plan;
  - Construction Details;
  - Storm and Sanitary Profiles;
  - Site cap plan and details;
  - Overall map and survey, prepared by Jay A. Greenwell, PLS, LLC, dated October 23, 2013, last revised November 5, 2014;
  - Proposed Learning Experience elevations, prepared by Murray J. Miller

Architecture;

- Space Plan, prepared by Jarmel Kizel Architects and Engineers, Inc., Livingston New Jersey; and
- Pylon Signage, prepared by Allied Signage, dated November 20, 2017;

And,

**WHEREAS**, the Town Board has further considered the legislative history of the existing, and far more comprehensive Mixed-Use Development and Mixed Use Expansion provisions of the Town Zoning Law (expressly incorporated herein by reference), including the most recent Mixed Use Expansion Special Permit approved by Resolution 74 of 2015, as well as the empirical evidence that now exists relating to, and, as a result of, mixed-use developments approved under such zoning provisions; and

**WHEREAS**, the Town board has carefully considered the public presentations by and/or on behalf of the parties who petitioned for the proposed amendments; and

**WHEREAS**, the members of the Board are each familiar with the locations affected by the proposed amendment and amended special permit; and

**WHEREAS**, the Town Board has further considered the comments of the Rockland County Department of Planning, dated March 9, 2018, concluding that the proposed zoning amendment will not have any adverse impacts on County-wide interests,

**NOW, THEREFORE, BE IT RESOLVED**, having taken a hard look at all of the potential environmental impacts that might result from the proposed action, the Town Board, acting in its capacity as Lead Agency under SEQRA, concludes that there will be no significant environmental impacts or effects caused or occasioned by the adoption of the proposed Local Law or Amended Special Permit for a Mixed Use Expansion, and issues a Determination of Non-significance with respect to the referenced action in the form annexed hereto, and authorizes the Town Supervisor, or his designated agent, to sign and circulate same, and to take such other and further steps as may be necessary to discharge the Town Board's responsibilities as Lead Agency in accordance with the applicable provisions of law.

**RESOLUTION ADOPTING LOCAL LAW NO. \_\_ of  
2018, AMENDING CHAPTER 43 § 4.32(O) OF THE  
TOWN CODE, RELATING TO SPECIAL PERMITS IN  
THE "LI" ZONING DISTRICT FOR MIXED USE  
DEVELOPMENT AND MIXED USE EXPANSIONS**

11. 8. **WHEREAS**, the Town Board of the Town of Orangetown (the "Town Board") is the duly elected legislative body of the Town, authorized to adopt zoning text amendments to the Town's Zoning Law; and

**WHEREAS**, by letter application dated December 22, 2017, and Petition dated April 20, 2017, FB Greenbush, LLC and other related entities petitioned the Town Board to amend the Town Zoning Law, to amend Town Code, Chapter

43 (Zoning) at § 4.32(O)(iii) to add “Child Day-Care Center” to the list of uses permitted within Mixed Use Developments and Mixed Use Expansions, relating to properties located in the “LI” zoning district in the vicinity of the intersection of State Rte. 303 and the Palisades Interstate Parkway (Exit 5 Interchange), in the Town of Orangetown; and

**WHEREAS**, by resolution 112 of 2018, duly adopted the 13th day of February 2018, the Town Board declared its intention to serve as Lead Agency for the environmental review of such proposed action under the State Environmental Quality Review Act (SEQRA), and further directed that that a Lead Agency Coordination Letter, be circulated to and among the various involved and/or interested agencies; and,

**WHEREAS**, furtherance of the aforesaid resolution, on February 14, 2018, the Town Attorney circulated a letter, together with relevant documents, to the following involved and/or interested agencies, advising of the Town Board’s stated intention and requesting the consent of each thereto:

- Orangetown Planning Board;
- Rockland County Department of Planning;
- Rockland County Sewer District No. 1;
- Rockland County Drainage Agency;
- Rockland County Department of Health;
- N.Y.S. Department of Environmental Conservation;
- N.Y.S. Department of Transportation;
- Palisades Interstate Park Commission

And,

**WHEREAS**, more than 30 days having passed since notice of the Board’s intention was circulated and no other agency has contested, or objected to, the Town Board by resolution of even date herewith (but adopted prior to this resolution), the Town Board declared itself to be Lead Agency for the within action, and, acting in such capacity, concluded that there would be no significant adverse environmental impact as a result thereof, whereupon it issued a Determination of Non-significance; and

**WHEREAS**, in addition to the letter application, Petition, Proposed Local Law, and Determination of Non-significance, the Town Board has further considered, the following in connection with its review of the proposed text amendment:

- 1) Full Environmental Assessment Form, signed by Alfred T. Rossi on behalf of the applicants;
- 2) Traffic Assessment, prepared by Maser Consulting P.C., dated November 14, 2017;
- 3) Fiscal Impact Analysis, dated November 15, 2017, reflecting the estimated increased tax revenues as a result of the proposed Child Day Care use, as well as the limited impact on Town services;

4) Plans and Drawings, "The Learning Experience at Orangeburg Commons", dated 11/1/2017, last revised 11/20/2017, including the following:

- Overall Site Plan;
- Concept Plan;
- Grading Drainage and Utility Plan; Erosion Control Plan;
- Landscaping Plan; Lighting Plan;
- Construction Details;
- Storm and Sanitary Profiles;
- Site cap plan and details; and
- Overall map and survey, prepared by Jay A. Greenwell, PLS, LLC, dated October 23, 2013, last revised November 5, 2014;
- Proposed Learning Experience elevations, prepared by Murray J. Miller Architecture;
- Space Plan, prepared by Jarmel Kizel Architects and Engineers, Inc., Livingston New Jersey; and
- Pylon Signage, prepared by Allied Signage, dated November 20, 2017;

and,

**WHEREAS**, the Town Board has further considered the legislative history of the existing, and far more comprehensive Mixed-Use Development and Mixed Use Expansion provisions of the Town Zoning Law (expressly incorporated herein by reference), including the most recent Mixed Use Expansion Special Permit approved by Resolution 74 of 2015, as well as the empirical evidence that now exists relating to, and, as a result of, mixed-use developments approved under such zoning provisions; and

**WHEREAS**, the Town board has carefully considered the public presentations by and/or on behalf of the parties who petitioned for the proposed amendments; and

**WHEREAS**, the members of the Board are each familiar with the locations affected by the proposed amendment and special permit; and

**WHEREAS**, the proposed zoning text amendment and related documents also were circulated for comment to the N.Y.S. Department of Transportation and the Palisades Interstate Park Commission, which, to date, have not offered comments; and

**WHEREAS**, in addition to the aforesaid, the Town Board also has evaluated the proposed amendments in the light of the following studies, reports and /or other assessments and reviews relating more generally to conditions in and about the area of the proposed amendment:

- Town of Orangetown Comprehensive Plan, adopted by the Town Board on May 12, 2003, and, in particular, Sections III-3 and V-1 relative to the intersection area embraced by the proposed zoning text amendment;
- The Town's existing Route 303 Overlay Zoning District zoning provisions;
- The Route 303 Sustainable Development Study, dated December 2002, prepared by Wilbur Smith Associates, for the Town of Orangetown, the New York State Department of Transportation, the County of Rockland, the New York State Metropolitan Transportation Council.

and,

**WHEREAS**, the members of the Board are each familiar with the location affected by the proposed amendments; and

**WHEREAS**, following various public presentations and discussions of the proposed amendment by and before the Board, following notice duly published, a public hearing on the proposed Local Law was conducted on March 13 and 20, 2018, at which time all members of the public wishing to speak were afforded the opportunity to do so; and

**WHEREAS**, the within application and Petition were circulated to the Rockland County Department of Planning for review and comment pursuant to General Municipal Law §§ 239-l & m, which responded by letter dated March 8, 2018, recommending approval and concluding that the amendment will not have any adverse impacts on County-wide interests,

**NOW, THEREFORE, BASED ON ALL OF THE INFORMATION BEFORE THE BOARD, BE IT RESOLVED**, that the Town Board hereby adopts Local Law No. \_\_, of 2018, amending the Town Code of the Town of Orangetown, Chapter 43, Zoning, adding "Child Day-Care Center" to the list of permitted uses in Mixed Use Developments and Mixed Use Expansions at § 4.32(O)(iii), relating to properties located in the "LI" Zoning District, in the vicinity of the intersection of State Route 303 and the Palisades Interstate Parkway (Exit 5 Interchange), in the Town of Orangetown, as more fully set forth in Local Law No. \_\_, below, and expressly incorporated herein by reference.

**BE IT ENACTED**, by the Town Board of the Town of Orangetown as follows:

Section 1: Section 4.32(O)(iii) shall be amended to add a new permitted use, "Child Day-Care Center". As amended, Section 4.32(O)(iii) shall read:

iii. Permitted uses:

- (a) Business, medical and professional offices.
- (b) Research, experimental and testing laboratories.
- (c) Hotels.
- (d) Conference centers.
- (e) Banks.
- (f) Retail stores.
- (g) Personal service establishments.
- (h) Restaurants, excluding fast-food restaurants.
- (i) Theaters.
- (j) Child Day-Care Center, with all outdoor play areas complying with all required yards, as provided for in § 4.32(O)(v).

Section 2. Severability. If any part or provision of this local law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not

affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances. The Town Board hereby declares that it would have enacted the remainder of this local law even without any such invalid or unconstitutional part, provision or application.

Section 3: This Local Law shall take effect immediately upon filing with the Secretary of State.

The aforesaid resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and (adopted / rejected) by a vote of \_\_\_ Ayes \_\_\_ Nays and \_\_\_ Abstentions, as follows:

Ayes:

Nays:

Abstentions:

**PROPOSED RESOLUTION TO OPEN PUBLIC HEARING / RTBM APRIL 10, 2018 AT 8:00 P.M. / PROPOSED AMENDMENT TO MIXED USE DEVELOPMENT AND MIXED USE EXPANSION SPECIAL PERMITS / DAY CARE CENTER/ORANGEBURG COMMONS (SECTION 74.15, BLOCK 1, LOTS 21,1/1; 21.1/2; 21.1/3; 21.14; 21.1; AND LOT 22)**

12. *Proposed Text:* **RESOLVED**, that the public portion is hereby opened at \_\_\_\_\_.

PRESENTATIONS: Affidavit of Publication and Notice of Posting

SUMMARY OF PUBLIC COMMENTS:

**PROPOSED RESOLUTION TO OPEN / CONTINUE PUBLIC HEARING / RTBM APRIL 10, 2018 AT 8:15 P.M. / PROPOSED LAW AMENDING TOWN CODE CHAPTER 43, ENTITLED ZONING-REGULATIONS OF DEVICES IN PUBLIC RIGHT-OF-WAYS AND EASEMENTS (ADJOURNED FROM WORKSHOP OF FEBRUARY 6, 2018)**

13. *Proposed Text:* **RESOLVED**, that the public portion is hereby opened and continued at \_\_\_\_\_p.m.

PRESENTATIONS: Affidavit of Publication and Notice of Posting

SUMMARY OF COMMENTS:

**PROPOSED RESOLUTION TO OPEN / CONTINUE PUBLIC HEARING/RTBM OF APRIL 10, 2018 AT 8:25 P.M. / PROPOSED LOCAL LAW AMENDING ORANGETOWN TOWN CODE 6-5 CHAPTER 6, BUILDING CONSTRUCTION ADMINISTRATION) AND**

**ORANGETOWN ZONING CODE CHAPTER 43  
(PERFORMANCE STANDARDS) AND (ADMINISTRATION  
AND ENFORCEMENT) (ADJOURNED FROM  
WORKSHOP OF FEBRUARY 6, 2018)**

14. *Proposed Text:* **RESOLVED**, that the public portion is hereby opened and continued at \_\_\_\_\_P.M.

PRESENTATIONS: Affidavit of Publication and Notice of Posting

SUMMARY OF PUBLIC COMMENTS:

**PROPOSED RESOLUTION TO OPEN PUBLIC HEARING /  
RTBM APRIL 10, 2018 AT 8:35 P.M. / PROPOSED  
CHANGE TO TOWN CODE/CHAPTER 43/ADD NEW  
ARTICLE, X-A ENTITLED "PLANNING BOARD"  
PROVIDING FOR CLARIFICATION ON MEMBERSHIP,  
DUTIES AND TRAINING**

15. *Proposed Text:* **RESOLVED**, that the public portion is hereby opened and continued at \_\_\_\_\_P.M.

PRESENTATIONS: Affidavit of Publication and Notice of Posting

SUMMARY OF COMMENTS:

**PROPOSED LOCAL LAW NO. \_\_ OF 2018, AMENDING  
CHAPTER 43 OF THE TOWN CODE, BY ADDING A NEW  
ARTICLE, ARTICLE X-A TO BE ENTITLED "PLANNING  
BOARD" TO PROVIDE FOR THE CONTINUATION OF  
THE PLANNING BOARD IN ITS CURRENT FORM AND  
WITH FURTHER CLARIFICATION OF THE  
MEMBERSHIP, DUTIES AND TRAINING OF PLANNING  
BOARD MEMBERS**

16. *Proposed Text:* **BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF  
ORANGETOWN AS FOLLOWS:**

Section 1. Chapter 43,of the Code of the Town of Orangetown is amended by adding a new Article, to read as follows:

ARTICLE X-A Planning Board

§10A-1 Organization and Membership

A. The Planning Board, having been established by the Town Board on or about September 19, 1948, and as further empowered pursuant to Chapter 21 of the Town Code, is hereby empowered to continue to act in its current form in accordance with Town Law §271, pursuant to which this Article is hereby adopted.

B. The Planning Board shall consist of seven members. Each member shall be

appointed by resolution of the Town Board to serve a seven year term. All current appointments and terms shall remain in full force and effect. If a vacancy on the Planning Board shall occur otherwise than by expiration of term, it shall be filled by the Town Board by appointment for the unexpired term. The members of the Planning Board shall receive such compensation as shall be fixed by resolution of the Town Board.

#### §10A-2 Chairperson

The Town Board shall designate by resolution the Chairperson from among the Planning Board's membership. The term of office for the Chairperson shall be for one year. The Planning Board shall on its own motion select the Vice Chairperson from its membership at its first meeting of the new year, or as soon thereafter as possible.

#### §10A-3 Alternate Member

A. There shall be one alternate Planning Board member position for purposes of substituting for a member in the event that such member is unable to participate because of a conflict of interest or absence. The alternate member of the Planning Board shall be appointed by resolution of the Town Board. Such alternate member shall serve for a term of one year.

B. The Chairperson of the Planning Board may designate the alternate member to substitute for a member when such member is unable to participate because of a conflict of interest or when a regular member shall otherwise be unable or unavailable to review, hear and determine an application or matter before the Board, provided, however, that no such alternate member shall be eligible to serve as Chairperson of such Board. When so designated, the alternate member shall possess all the powers and responsibilities of such member of the Board. Such designation shall be entered into the minutes of the initial Planning Board meeting at which the substitution is made.

C. All provisions of this section relating to Planning Board member training and continuing education, attendance, conflict of interest, compensation, eligibility, vacancy in office, removal and service on other boards shall also apply to an alternate member.

#### §10A-4 Training and Attendance

The training and attendance requirements as set forth in Town Law §271-7 shall be applicable to all Planning Board members. In addition, the following attendance requirements shall be applicable:

A. Members of the Planning Board shall be required to attend 75% of all regularly scheduled meetings and special meetings that are conducted in each

calendar year.

B. In the event that a member does not attend 75% of all the regularly scheduled meetings and special meetings set forth in Subsection A hereinabove, the Town Board shall have the full discretion and authority to decide whether or not to remove a member from the Planning Board. The Town Board shall consider whatever factors it believes to be relevant in making this determination, including the reasons for the absences, but the Town Board shall not be required to accept any excuse or reason for nonattendance, as it sees fit. The Town Board shall not be required to hold a public hearing prior to taking any action to remove a member.

#### 10A-5 Powers and Duties Procedure

A. The Planning Board is empowered to:

1. Review subdivision plat applications pursuant to Chapter 21 of the Town Code.
2. Review site development plan applications pursuant to Chapter 21A of the Town Code.
3. Review conditional use and special permit applications pursuant to Chapter 43, Article VII of the Town Code.
4. Review proposed amendments to the Town Zoning Code upon referral from the Town Board.
5. Make investigations, maps and reports and recommendations in connection therewith relating to the planning and development of the Town upon referral from the Town Board.
6. Provide for review of informal applications and/or consultations upon referral from the Office of Building, Zoning, Planning, Administration and Enforcement.
7. Take any such other action as may be authorized by the Zoning Law, Town Code, or New York State Town Law and all other provisions of state and local law.

B. The Planning Board shall determine its own rules of procedure and conduct consistent with applicable provisions of the Town Law of the State of New York, this Zoning Law, the Town Code and other applicable provisions of state and local law.

C. Any person making an application for relief to the Planning Board who, by agreement with the Planning Board or by unilateral action, waives or otherwise extends any period of time established by law for action of any kind by the

Planning Board shall also be deemed to waive any claim relating to the expiration of such period of time and shall be estopped from asserting a claim against the Town, its boards, officers, agents, consultants or employees, and the Town, its boards, officers, agents, consultants and employees may raise such waiver as an absolute defense or counterclaim in any such action or proceeding.

§10A-6 Appeal

Any person aggrieved by any decision or determination of the Planning Board may appeal pursuant to Article 78 of the New York Civil Practice Law and Rules. Said appeal must be instituted within 30 days of the filing of the decision with the Office of the Town Clerk

Section 2. Severability Clause

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

Section 3. Effective Date.

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

**PROPOSED RESOLUTION TO OPEN PUBLIC HEARING /  
RTBM APRIL 10, 2018 AT 8:45 P.M. / BOND ISSUANCE  
FOR INCREASE AND IMPROVEMENT OF SEWER  
FACILITIES**

17. *Proposed Text:* **RESOLVED**, that the public portion is hereby opened at \_\_\_\_\_ P.M.

PRESENTATIONS: Affidavit of Publication and Notice of Posting

SUMMARY OF COMMENTS:

**PROPOSED RESOLUTION TO CLOSE PUBLIC HEARING  
/ RTBM APRIL 10, 2018 / BOND ISSUANCE FOR  
INCREASE AND IMPROVEMENT OF SEWER FACILITIES**

18. *Proposed Text:* **RESOLVED**, that the public portion is hereby closed at \_\_\_\_\_ P.M.

**PROPOSED RESOLUTION TO APPROVE / DENY / BOND  
ISSUANCE FOR INCREASE AND IMPROVEMENT OF  
SEWER FACILITIES**

19. *Proposed Text:* **RESOLVED**, the Town hereby approves/denies the bond issuance and improvement of sewer facilities.

**TOWN BOARD/IT**

**TOWN CLERK**

**TOWN ATTORNEY**

**PROPOSED RESOLUTION / TOWN ATTORNEY  
/ DEME FOR APPROVAL OF 2018  
CERTIFICATE OF SEWER REGISTRATION**

20. *Proposed Text:* **RESOLVED**, that upon the recommendation of the Town Attorney and the Commissioner of the Department of Environmental Management and Engineering, a Certificate of Registration for 2018 Sewer Work is approved to:

TAL Services, 176 Erie Street W, Blauvelt, NY 10913, Tel.: 914-403-2758

**PROPOSED RESOLUTION TO AUTHORIZE TOWN  
ATTORNEY TO FILE NYS TOWN LAW §135(1) AND/OR  
§268(2) INJUNCTIVE ACTION AGAINST DYNAMIC  
EVENT GROUP INC. D/B/A DYNAMIC PRODUCTIONS  
USA, 300 BLAISDELL REALTY LLC, BRIAN  
ROSENBLUM AND BARRY ROSENBLUM**

21. *Proposed Text:* **RESOLVED**, that the Town Board hereby authorizes the Office of Building, Zoning & Planning Administration & Enforcement, and the Office of the Town Attorney, to file/commence an action or proceeding against Dynamic Event Group Inc. d/b/a Dynamic Productions USA, 300 Blaisdell Realty LLC, Brian Rosenblum and Barry Rosenblum, in NYS Supreme Court, Rockland County, pursuant to NYS Town Law §135(1) and/or §268(2), seeking a Court Order and/or Judgment granting a preliminary and/or permanent injunction to restrain, prevent, correct and/or abate violations of the Code of the Town of Orangetown, and the New York State Uniform Fire Prevention and Building Code, that have continued since on or about November 27, 2017, at 300 Blaisdell Rd., Orangeburg (73.20 – 1 – 1.2).

**PROPOSED RESOLUTION TO AUTHORIZE TOWN  
ATTORNEY TO FILE NYS TOWN LAW §135(1)  
AND/OR §268(2) INJUNCTIVE ACTION AGAINST  
ANDREI MELNIKOV, AND MAX MELNIKOV D/B/A  
ANDRE IMPORT EXPORT**

22. *Proposed Text:* **RESOLVED**, that the Town Board hereby authorizes the Office of Building, Zoning & Planning Administration & Enforcement, and the Office of the Town Attorney, to file/commence an action or proceeding against Andrei Melnikov, and Max Melnikov d/b/a Andre Import Export, in NYS Supreme Court, Rockland County, pursuant to NYS Town Law §135(1) and/or §268(2),

seeking a Court Order and/or Judgment granting a preliminary and/or permanent injunction to restrain, prevent, correct and/or abate violations of the Code of the Town of Orangetown, and/or the New York State Uniform Fire Prevention and Building Code, that have continued since on or about June 30, 2015, at 1159 Route 9W, Upper Grand View (66.17-2-18).

**PROPOSED RESOLUTION TO AUTHORIZE TOWN ATTORNEY TO FILE NYS TOWN LAW §135(1) AND/OR §268(2) INJUNCTIVE ACTION AGAINST 28 ROUTE 303 REALTY CORP., ROUTE 303 AUTO REPAIR INC., AND JOHN HOWARD CHO**

23. *Proposed Text:* **RESOLVED**, that the Town Board hereby authorizes the Office of Building, Zoning & Planning Administration & Enforcement, and the Office of the Town Attorney, to file/commence an action or proceeding against 28 Route 303 Realty Corp., Route 303 Auto Repair Inc. and John Howard Cho, in NYS Supreme Court, Rockland County, pursuant to NYS Town Law §135(1) and/or §268(2), seeking a Court Order and/or Judgment granting a preliminary and/or permanent injunction to restrain, prevent, correct and/or abate violations of the Code of the Town of Orangetown, and/or the New York State Uniform Fire Prevention and Building Code, that have continued since on or about 03/22/2011, at 28 Route 303, Tappan (77.15—1—44).

**OBZPAE**

**PROPOSED RESOLUTION TO APPOINT RICHARD A. OLIVER / DEPUTY INSPECTOR / OBZPAE / FROM EL#17078**

24. *Proposed Text:* **RESOLVED**, that upon the recommendation of the Director of OBZPAE, the Town Board hereby affirms and acknowledges the appointment of Richard A. Oliver to the position of Deputy Building Inspector, permanent, Grade 19, Step 8/13, from RC EL#17078, at a salary of \$110,804.00, effective April 10, 2018.

**POLICE/TOWN ATTORNEY**

**POLICE**

**HIGHWAY/POLICE**

**HIGHWAY/PARKS**

**PROPOSED RESOLUTION TO APPROVE / 2018 CRAFT FAIR / FLEA MARKET / CENTRAL AVENUE FIELD / PEARL RIVER**

25. *Proposed Text:* **RESOLVED**, upon the recommendation from the Superintendent of Highways, that the Town Board hereby authorizes the Town of Orangetown Highway & Parks Departments to lend assistance which includes the use of trash barrels from the Highway Dept., and (1) handicap, (2) regular port-o-johns from the Parks Department, for the Pearl River Central Avenue Craft Fair/Flea Market to be held on Sunday, July 15, 2018, from 10 am to 4 pm.

## **PARKS AND RECREATION**

### **PROPOSED RESOLUTION TO APPOINT BRIAN EDWARDS / GROUNDWORKER / PARKS & RECREATION DEPT.**

26. *Proposed Text:* **RESOLVED**, that the Town hereby appoints Brian Edwards to the position of Groundworker, Grade 9, Parks at an annual salary of \$54,227.00, effective April 10, 2018.

### **APPROVE AGREEMENT WITH CLUB CAR LLC, AND LEASE FINANCING THROUGH DE LAGE LANDEN PUBLIC FINANCE LLC, FOR GOLF CARTS AT BLUE HILL GOLF COURSE**

27. **RESOLVED**, that the Town Board hereby approves an Agreement with Club Car, LLC, for a 5-year

lease of 108 gas powered golf carts, to be financed through De Lage Landen Public Finance LLC, at an

annual cost of \$88,970.40, plus pass through maintenance by Club Car at a further annual cost of \$6,480.00,

both to be paid in six monthly installments between April and September of each year.

**AND BE IT FURTHER RESOLVED**, that the Town Supervisor, or his designated representative, shall be

authorized to sign the said Agreement and all related financing documents.

## **HIGHWAY**

### **PROPOSED RESOLUTION / AUTHORIZE EMPLOYEES TO ATTEND HIGHWAY SCHOOL / 2018 CORNELL LOCAL ROADS PROGRAM**

28. *Proposed Text:* **RESOLVED**, that permission is hereby granted for JIM DILLAN and STEPHEN F. MUNNO of the Town of Orangetown Highway Department to

attend the 2018 Association of Towns Annual Highway School, Ithaca, NY, from June 4 - 6, 2018, at a cost of \$ 1,619.00.

**RESOLUTION TO ACCEPT CONTRACT /  
TREE REMOVAL FOR GREENBUSH ROAD  
BICYCLE BY-PASS PROJECT / O'SULLIVAN  
TREE CARE, INC., WEST NYACK**

29. **RESOLVED**, that, in furtherance of the Town's previously approved participation in a Cooperative License Agreement with the Palisades Interstate Park Commission, the Town Board hereby accepts a proposal from O'Sullivan Tree Care, Inc. and approves a contract for O'Sullivan to provide tree removal, clearing, grubbing and rough grading of the easement path for the proposed Greenbush Road Bicycle By-Pass Project in the amount of \$25,000.00.

**DEME**

**PROPOSED RESOLUTION TO  
APPOINT MATTHEW KANE /  
MAINTENANCE MECHANIC  
(ELECTRICIAN)**

30. *Proposed Text:* **RESOLVED**, that upon recommendation of the Commissioner of DEME, the Town Board hereby appoints Matthew Kane to the position of Maintenance Mechanic (Electrician) CSEA Grade 17 Step 2 at a salary of \$79,860.00 (probationary). This position is funded in the 2018 budget. This action results in a net increase of \$3,525.00. This appointment is conditional upon CSEA acknowledgement and acceptance and would be effective April 16, 2018.

**PERSONNEL**

**PROPOSED RESOLUTION TO APPOINT MATTHEW  
LENIHAN / COMPUTER NETWORK SPECIALIST/  
PERMANENT / FROM EL #17082**

31. *Proposed Text:* **RESOLVED**, that the Town hereby appoints MATTHEW LENIHAN to the position of Computer Network Specialist, permanent, from RC EL #17082, effective April 10, 2018, no change in salary.

**TRAFFIC ADVISORY BOARD**

**ADJOURNMENTS**

TOWN BOARD: TOWN OF ORANGETOWN  
COUNTY OF ROCKLAND  
STATE OF NEW YORK

-----X  
IN THE MATTER OF THE

PETITION OF

GALWAY BAY CONTRACTING INC.

**PETITION FOR ZONE CHANGE**

AMENDMENT TO THE ZONING ORDINANCE  
OF THE TOWN OF ORANGETOWN FROM AN  
“CS” DISTRICT TO A “PAC” DISTRICT

-----X

TO THE TOWN BOARD OF  
THE TOWN OF ORANGETOWN

The undersigned petitioner respectfully petitions your Honorable Board as follows:

FIRST:

DIONNE’S WAY LLC is the owner of property located in the hamlet of Pearl River, more particularly bounded and described in Exhibit A, annexed hereto.

SECOND:

The property described in Exhibit A is known and designated on the Tax Map of the Town of Orangetown as Section 68.16; Block 6; Lot 67 (the “Property”).

THIRD:

The Property is currently in the CS zone and is a one story building occupied by Joyce Realty and other commercial tenants. The applicant proposes to add a new second and third floor over the existing floor. Each new floor will be approximately 9,150 square feet for a total addition of 18,300 square feet. The additional new space will be used for sixteen (16) one and two bedroom rental units of senior housing under the PAC (Planned Adult Community) zoning with the first floor remaining as commercial stores at street level.

FOURTH:

Annexed hereto and marked Exhibit B is a Site Plan, Exhibit C is a Vicinity and Zoning Map, and Exhibit D is a copy of the Tax Lot which is the subject of the Petition and of the surrounding parcels. Also attached is a traffic study (Exhibit E) and a market analysis (Exhibit F) confirming the need for additional senior housing rental units in the Town of Orangetown.

FIFTH:

Annexed hereto and marked Exhibit G is a list of names and addresses of all owners owning property within 500 feet of the Property which is the subject of this application as the same appears on the tax roll of the Town of Orangetown.

SIXTH:

The Property which is the subject of this Petition comprises approximately .55 acres.

SEVENTH:

Said Property is presently zoned “CS” and eligible for PAC (under Chapter 43, Article IV, Section 4.6 of the Orangetown Code).

EIGHTH:

The Property presently has existing retail offices on the first floor.

NINTH:

Pursuant to the Town law of the State of New York, and the Zoning Ordinance of the Town of Orangetown, Petitioners hereby request that the Zoning Ordinance be amended to place the aforesaid Property, as described and shown on the attached Exhibits, in a “PAC Zoning District” which would allow the development of senior housing within said zone.

TENTH:

The said proposed change would be compatible with the present and proposed uses of the adjoining and neighboring properties. This would be the most practical, economical, and beneficial way the Property could be utilized.

ELEVENTH:

That said proposed use would be in the public interest of the residents of the Town of Orangetown in that:

(1) the development of the Property under the PAC Zone would establish an additional tax ratable for the Town of Orangetown;

(2) the development of the Property under the PAC Zone would fill a need for more rental apartments for the senior residents of the Town of Orangetown;

(3) the development of the Property under the PAC Zone would be consistent with the general character of the immediate area surrounding the subject premises, that being commercial buildings to the north, east, west and south;

(4) the granting of such relief as is sought in this Petition will be the most appropriate use of the subject Property, and will promote the general health and welfare of the community, will preserve property values and will be beneficial to the Petitioners.

TWELFTH:

The subject Property is located within 500 feet of a County road – Central Avenue.

THIRTEENTH:

Other than the item designated in Paragraph Twelfth, the subject Property is not within 500 feet of the following:

(1) any city, town, or village boundary line;

- (2) any county or state park or recreation area;
- (3) any right-of-way of any county or state park or recreation area;
- (4) any county or state owned land on which a public building or institution is situated.

**WHEREFORE**, Petitioner respectfully prays that your Honorable Board take such steps and such action as may be necessary to grant the relief sought in this Petition.

Dated: January \_\_, 2018

DIONNE'S WAY LLC

---

Name:  
Title:

## EXHIBIT A

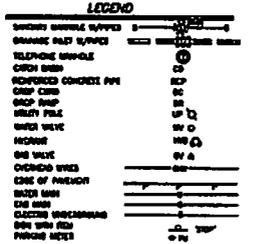
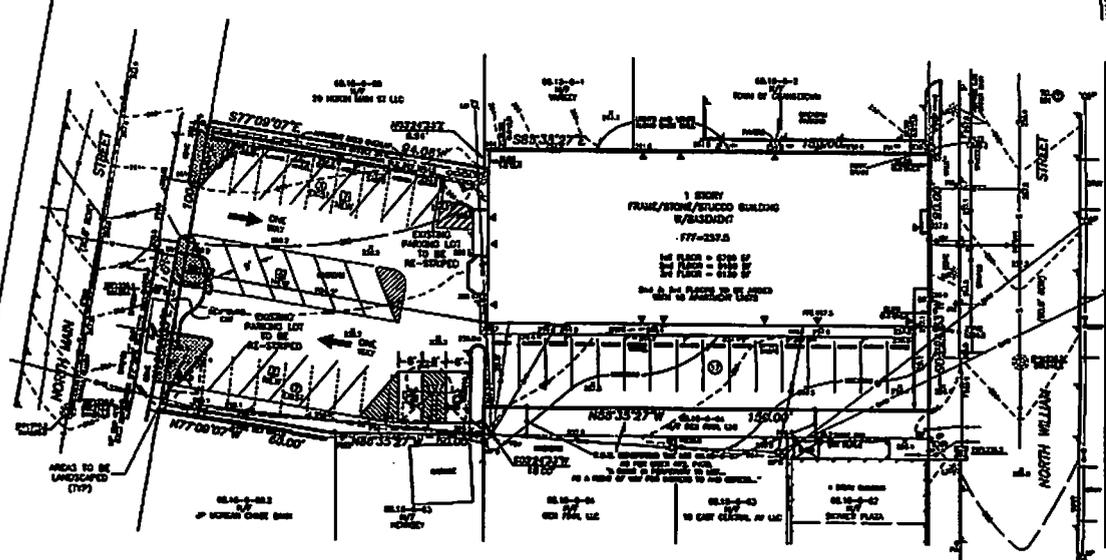
All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Hamlet of Pearl River, Town of Orangetown, County of Rockland and State of New York being described as the NORTHERLY 40 feet of Lot 16 and all of Lots 17, 8 and 7 in Block 8 as shown on a map entitled "Commissioner's Map of the Estate of Julius E. Braunsdorf, deceased, at Pearl River, New York, resurveyed by L. Wilson, as assistant to James S. Haring, C.E. dated August 1983" and filed in the Office of the Clerk of the County of Rockland on March 26, 1894.

BEGINNING at a point on the Westerly side of William Street distant 150 feet Southerly from the corner formed by the intersection of the Westerly side of William Street and the Southerly side of Washington Avenue; running thence Southerly along the Westerly side of William Street South 03 degrees 4 minutes 33 seconds West 90 feet to the Northerly side of a 10 feet right of way; running thence Westerly along the Northerly side of said 10 feet right of way, parallel with the Southerly side of Washington Avenue, North 86 degrees 35 minutes 27 seconds West 150 feet; running thence Southerly along the Westerly side of said 10 feet right of way, parallel with the Westerly side of William Street, South 03 degrees 24 minutes 33 seconds West 10 feet to an iron pipe; running thence North 86 degrees 35 minutes 27 seconds West 50 feet to an iron pipe; running thence North 77 degrees 09 minutes 07 seconds West 60 feet to a point on the Easterly side of Main Street; running thence along the Easterly side of Main Street, North 12 degrees 50 minutes 53 seconds East 100 feet to an iron pipe running thence South 77 degrees 09 minutes 07 seconds East 94 feet, running thence North 03 degrees 24 minutes 33 seconds East 6.40 feet; running thence Easterly and parallel with the Southerly side of Washington Avenue, South 86 degrees 35 minutes 27 seconds East 150 feet to the point or place of Beginning.

TOGETHER with an easement for all purposes of ingress and egress in, over and upon the Southerly 10 feet of Lot 16 as shown on the aforementioned map.

**NOTES**

- 1) OWNER & APPLICANT: DIONNES WAY LLC
- 2) PREPARED BY: JAY A. GREENWELL, PLS., LLC
- 3) PREPARED DATE: 06-10-20
- 4) SHEET NO. 01 OF 02
- 5) SHEET TITLE: SITE PLAN
- 6) SHEET NUMBER: 01
- 7) ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED SHALL BE IN FEET AND INCHES.
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BULK TABLE • "CS" "COMMUNITY SHOPPING"									
MIN. FLOOR AREA	MIN. LOT AREA	MIN. LOT WIDTH	MIN. FRONT YARD SETBACK	MIN. SIDE YARD SETBACK	MIN. REAR YARD SETBACK	MIN. BUILDING HEIGHT	MAX. BULK PERCENT	MAX. STORY	MAX. SIGNAGE
REQUIRED	0.3	2,800 SF	25'	5' OR 45"	0 OR 15'	0 OR 25'	25%	1 / 2 <sup>nd</sup> FL	40'

BULK TABLE • "PAC" "PLANNED ADULT COMMUNITY" - (PROPOSED ZONING)									
MIN. FLOOR AREA	MIN. LOT AREA	MIN. LOT WIDTH	MIN. FRONT YARD SETBACK	MIN. SIDE YARD SETBACK	MIN. REAR YARD SETBACK	MIN. BUILDING HEIGHT	MAX. BULK PERCENT	MAX. STORY	MAX. SIGNAGE
REQUIRED	6.00	1 AC	100'	100'	100'	100'	10%	3	60'
PROVIDED	1.10	6.00 AC	100'	100'	100'	100'	10%	3	60'

\*BULK PERCENT TO BE DETERMINED BY THE ZONING BOARD AS PART OF THE ZONING REQUEST  
 # 2 STORIES OR 30 FEET, OR 3 STORIES AS PART OF THE APPROVAL  
 (S) SIGNAGE REQUIRED

**PARKING REQUIRED**  
 1.5 SPACES PER UNIT  
 670 SF/UNIT = 41 SPACES  
 14 UNITS = 1.9 AC SPACES  
 TOTAL REQUIRED = 66 SPACES  
 PROVIDED = 36 SPACES (S)

**COMMUNITY PLANNING BOARD APPROVAL:**

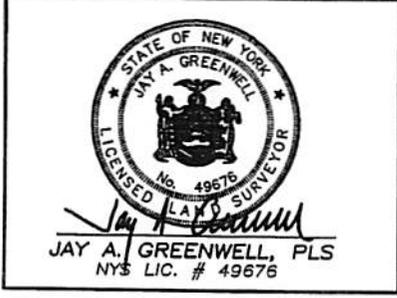
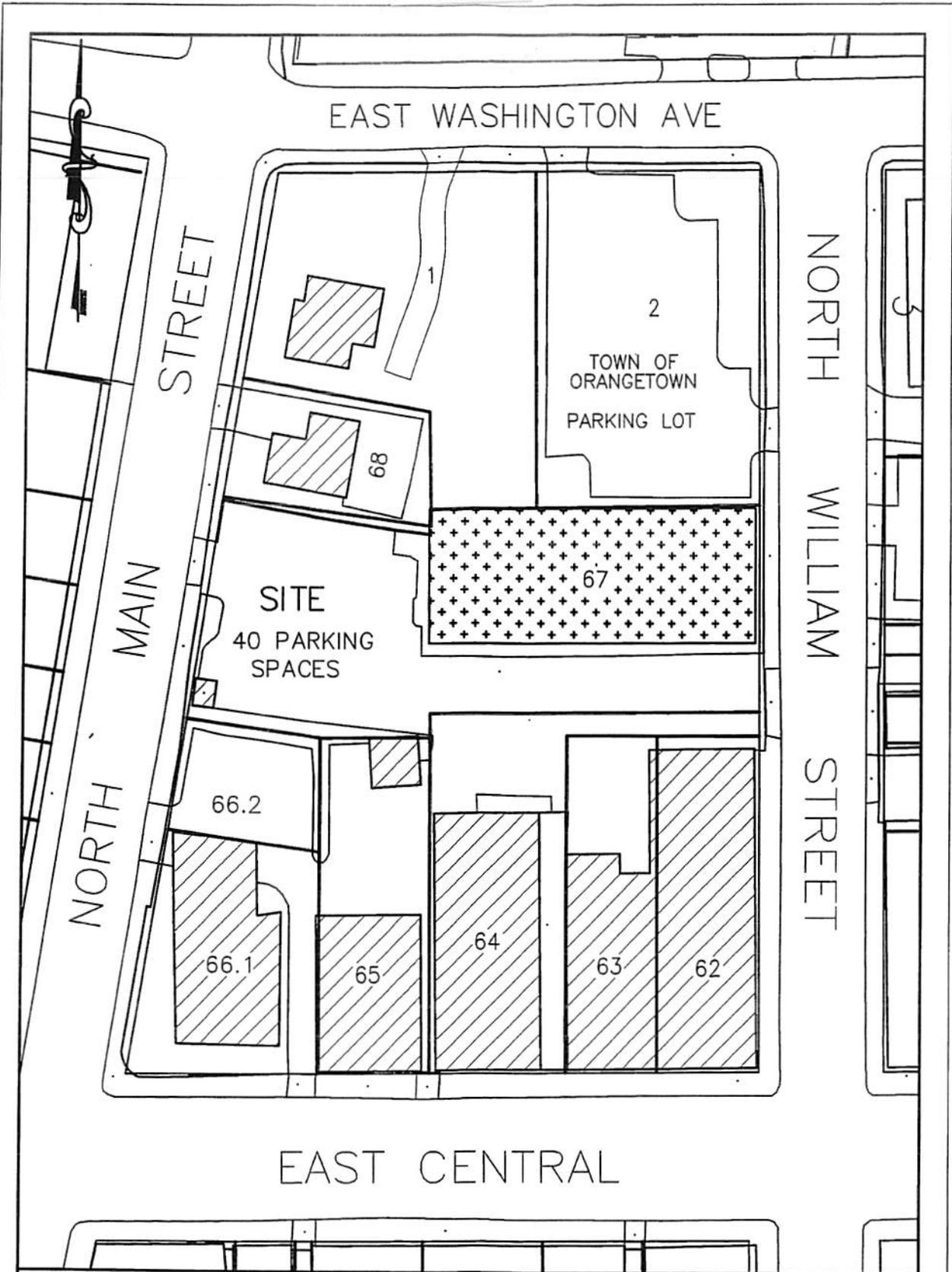
DATE	
BY	
APPROVED FOR FILING BY OWNER	
DATE	

**SITE DEVELOPMENT PLAN FOR**  
**DIONNES WAY**  
 POND AVENUE, TOWN OF ORANGE  
 ROCKLAND COUNTY, STATE OF NEW YORK

**JAY A. GREENWELL, PLS., LLC**  
 LAND SURVEYING - LAND PLANNING  
 60 SAFETY AVENUE, SUITE 200, NEW YORK, NY 10001  
 PHONE: 609-337-0300 FAX: 609-337-0308

DATE: 06-10-20  
 FILE: 21717 SITE  
 SCALE: 1"=25'  
 SHEET: 01 OF 02  
 JOB NO.: 21717

EXHIBIT B



VICINITY MAP

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**TAX LOT 68.17-6-67**

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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 #	68.17-6-67
FILE	21717
SCALE	1" = 40'
DATE	9/26/17
JOB NO.	21717









HARRY BAKER & ASSOCIATES, 3 Dolphin Road, New City, New York 10956 (914) 638-2361

November 27, 2017

Mr. Greenwell, PLS, LLC  
85 Lafayette Ave  
Suffern, NY 10901

Re: Traffic Impact Report - Planned Adult Community, Pearl River, NY

## INTRODUCTION

The proposed 16-unit planned adult community will be located above the existing one story building located on Tax Lot 68.16-6-67 located on the west side of North William Street between East Central Avenue and East Washington Avenue. There are two parking lots for this site. One is located on North William Street and other is located on North Main Street. You cannot drive between the two lots. The current building leases space at street level to the following businesses:

- Joyce Realty
- Freckle & Day Spa
- Robert Gray CPA
- James Amann Co.
- Bob Zuppe State Farm Insurance

Adjacent to the project, North William Street is 39'-6" wide with metered-parking on both sides of the street. The metered parking is from 9 AM to 6 PM daily except Sundays. An hour of time costs twenty- five cents. There are seven parking spaces along the west side of the street and nine along the east side of the street.

Across the street from the proposed development are retail developments including the Donald Harvey Company, Mary's, and Magnify Low Vision Center. At the corner of East Central Avenue/North William Street is a commercial building with mixed uses. **Figure 1** shows the project location.

## EXISTING ROADWAY NETWORK

As previously noted, the proposed 16-unit planned adult community development would be located above the existing building located on Tax Lot 68.16-6-67. Provided below is a description of the local roadway system.

- **North William Street** is under the control of Town of Orangetown. Near the site, the roadway is straight and level. In the immediate area of the site, North William Street is one lane in each direction with on-street metered parking located on both sides of the street. The intersection with East Washington Street is unsignalized. There is a "STOP" sign on the North William Street northbound

# Untitled Map

Write a description for your map.

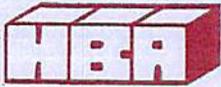
## Legend

- Blue Ribbon Grooming
- Dance Central performing arts
- Domino's Pizza
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Feature 5
- Heads You Win
- Mr Carmelo's Custom Tailor
- Nyemchek's Dance Center Ltd
- Pascack Valley Line
- Realty
- Reitzfeld Joan F OD
- T F Noonan's

PROJECT LOCATION

PROJECT LOCATION  
FIGURE 1





approach to control traffic flow. North William Street also intersects with East Central Avenue. This intersection is controlled by a fixed-time traffic signal. "NO TURN ON RED" sign are posted on each approach.

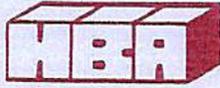
- **East Central Avenue** is under the control of Town of Orangetown. Near the site, the roadway is straight and level. The roadway is one lane in each direction with metered parking on both sides of the street. The train station is located on this street and is within a 750-foot walking distance. This train takes you to Hoboken or New York City by transferring at Secaucus Station. The firehouse is located to the east less than 500 feet away. There is also the park where concerts and other events are held just beyond the firehouse. East Central Avenue is the main commercial area for Pearl River. There are restaurants, clothing stores, and other business within 200 to 300 feet from the proposed project site.
- **North Main Street** is under the control of Town of Orangetown. Near the site, the roadway is straight and level. North Main Street is one lane in each direction with on-street metered parking located on both sides of the street. The intersection of North Main Street/East Washington Avenue is unsignalized. The intersection of North Main Street/East Central Avenue is controlled by a traffic signal. Development along the street is commercial.
- **East Washington Avenue** is under the control of Town of Orangetown. Near the site, the roadway is straight and level. East Washington Avenue is one lane in each direction. There is a combination of commercial and residential homes in the vicinity of the project.

**2020 BUILD CONDITIONS ENTRANCE ON NORTH WILLIAM STREET**

The project consists of 16-unit planned adult units. To determine the number of vehicular trips generated by this proposed development, the Institute of Transportation Engineer's "Trip Generation Manual" 9<sup>th</sup> Edition was used. **Table 1** summarizes the number of vehicle trips that will be generated by each component of the project.

<b>TABLE 1 - Calculation of Peak Hour Trips</b>	
16 Planned Adult Community – Land Use Code 252	
Morning Peak Hour	Afternoon Peak Hour
Total Trips = 16 x 0.20 = 3 trips	Total Trips = 16 x 0.34 = 5 trips
Trips Entering = 0.34 x 3 trips = 1 trips	Trips Entering = 0.54 x 5 trips = 3 trips
Trips Exiting = 0.66 x 3 trips = 2 trips	Trips Exiting = 0.46 x 5 trips = 2 trips

The traffic generated by the proposed development will not affect traffic flow on the surrounding street network. Due to the number of restaurants and shops, it is expected that many of the residents would walk instead of driving. The Pearl River train station is



locate down the block to the west of the site. Residents traveling to New York City or other New Jersey destinations will be able to walk to the train.

### **INTERNAL CIRCULATION/PARKING**

There are two existing driveways. The existing driveway from North William Street provides parking for 17 vehicles. The existing driveway from North Main Street will be re-stripped to provide parking for 21 vehicles. The two parking lots do not connect. One-way angled spaces will be 9-foot by 18-foot.

### **ACCIDENT ANALYSIS**

We contacted the Orangetown Police Department and obtained the accidents from 2014 to 2016 for the following intersections:

- East Central Avenue/North William Street
- North William Street/East Washington Street
- North Main Street/ East Washington Street
- East Central Avenue/North Main Street

The results of the analysis are shown in **Tables 2 through 4**.

In 2014, there were three accidents. Two were sideswipes of parked cars and one was a right angle accident. There no reported injuries.

In 2015, there were four accidents. There was one rear end, one right angle and two sideswipe accidents. There was one reported injury.

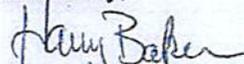
In 2016, there were five accidents. Three right angle, and one each for sideswipe and fixed object. There were two reported injuries.

A review of the accident report show that driver inattentiveness was the major cause of these accidents.

### **CONCLUSIONS**

1. The proposed project will generate three vehicle trips during the AM peak hour with two vehicles exiting and one vehicle entering. During the PM Peak hour, there will be five vehicle trips generated with three vehicles entering and two vehicles exiting.
2. There should be no impact to the operation of the intersections in the study area since the number of vehicle trips entering and exiting is minimal.

Sincerely,

  
Harry Baker

**Table 2**  
**Accidents 2014**

Accident	Date of	Time of	Location	Description	Accident Type				Fixed	Animal	Property	
					Rear	Left	Right	Sideswipe			Damage Only	Injury
Number	Accident	Accident	Location	Description	End	Turn	Angle	Sideswipe	Object	Animal	Damage Only	Injury
1	2/15/2014	10:46 AM	20 ft north of N. Willam St/E. Central Ave	Veh #1 parked and Veh #2 sideswiped car				1			x	
2	2/18/2014	3:45 PM	50 ft north of N. Willam St/E. Central Ave	Veh #1 parked on N. Willam St and opened door and was hit by Veh #2				1			x	
3	8/25/2014	2:50 PM	200 ft south of N. Willam St/E. Washington Ave	Veh #1 traveling SB on N. Willam St when Veh #2 making a left-turn out of parking lot struck Veh #1			1				x	
<b>Totals</b>					<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>		

Table 2  
Accidents 2014

Accident Number	Date of Accident	Time of Accident	Location	Description	Day of Week			Light Conditions			Roadway Surface Conditions			Weather Conditions		
					Monday	Tuesday	Saturday	1 Daylight	3 Dusk	4 Dark/Road Lighted	1 Dry	2 Wet	4 Snow/Ice	1 Clear	2 Cloudy	
1	2/15/2014	10:46 AM	20 ft north of N. William St/E. Central Ave	Veh #1 parked and Veh #2 sideswiped car			x	x				x			x	
2	2/18/2014	3:45 PM	50 ft north of N. William St/E. Central Ave	Veh #1 parked on N. William St and opened door and was hit by Veh #2		x		x					x			x
3	8/25/2014	2:50 PM	200 ft south of N. William St/E. Washington Ave	Veh #1 traveling SB on N. William St when Veh #2 making a left-turn out of parking lot struck Veh #1	x			x				x			x	

**TABLE 3**  
Accidents 2015

Accident Number	Date of Accident	Time of Accident	Location	Description	Accident Type					Property	
					Rear End	Left Turn	Right Angle	Right Turn	Sideswipe	Damage Only	Injury
1	4/30/2015	9:37 AM	30 ft south of S. Willam St/Central Ave	Veh #1 driving straight and Veh #2 opened door hitting Veh #1					1	x	
2	7/29/2015	3:54 PM	20 ft north of N. Willam St/E. Central Ave	Veh #1 parked and came back to see car had been hit.					1	x	
3	12/17/2015	9:41 AM	N. Main St/E. Central Ave	Veh #1 stopped at traffic signal and was hit in rear end by Veh #2	1						x
4	12/24/2015	3:58 PM	Washington Ave/Railroad Ave	Veh #1 traveling SB on Railroad Ave and stopped at stop sign. When proceeding through intersection, saw Veh #2 too late and because of slippery conditions hit Veh #2			1			x	
Totals					1	0	1	0	2		



TABLE 4  
Accidents 2016

Accident Number	Date of Accident	Time of Accident	Location	Description	Accident Type			Fixed Object	Animal	Property Damage Only	Injury
					Right	Angle	Turn				
1	1/12/2016	9:55 AM	E. Washington Ave/N. Main St	Veh #1 traveling NB on N. Main St when struck by Veh #2		1				x	
2	4/2/2016	3:00 PM	S. Main S/E. Central Ave	Veh #1 stopped at red light and when light turned green made a right-turn EB onto E. Central Ave when Veh #2 driving NB on S. Main St made a right-turn and hit Veh #1			1				
3	4/15/2016	12:13 PM	E. Washington Ave/N. William St	Veh #1 crossing E. Washington Ave to travel south on William St when Veh #2 came from stop sign and turned into Veh #1		1					x
4	5/10/2016	8:28 AM	William St Commuter Lot	Veh 31 pulled into space and because of sun glare hit lamp post					1		x
5	8/23/2016	9:08 AM	E. Washington Ave/N. William St	Veh #1 waiting to make left-turn from N. William St SB onto E. Washington Ave when Veh #2 made a right-turn onto N. William St hitting Veh #1		1				x	
Totals					3	0	1	0	1	0	0

TABLE 4  
Accidents 2016

Accident Number	Accident Date	Accident Time of	Location	Description	Monday	Tuesday	Friday	Saturday	Sunday	Daylight	Dawn	1	2	Roadway Surface Conditions	1	2	3	Weather Conditions
1	1/12/2016	8:55 AM	E. Washington Ave/N. Main St #2	Veh #1 traveling NB on N. Main St when struck by Veh #2		X				X				Dry				Clear
2	4/2/2016	3:00 PM	S. Main SVE, Central Ave #1	Veh #1 stopped at red light and when light turned green made a right-turn EB onto E. Central Ave when Veh #2 driving NB on S. Main St made a right-turn and hit Veh #1				X		X				Dry				X
3	4/15/2016	12:13 PM	E. Washington Ave/N. William St	Veh #1 crossing E. Washington Ave to travel south on William St when Veh #2 came from stop sign and turned into Veh #1			X			X				Dry				X
4	6/10/2016	6:28 AM	William St Commuter Lot	Veh #1 pulled into space and because of sun glare hit Veh #1 waiting to make left-turn from N. William St SB lamp post		X				X				Dry				X
5	8/23/2016	9:08 AM	E. Washington Ave/N. William St	turn onto N. William St hitting Veh #1 onto E. Washington Ave when Veh #2 made a right-			X			X				Dry				X



Corporate Headquarters  
21 N William Street, Pearl River, NY 10965  
Registered New Jersey Office  
46 Industrial Avenue, Mahwah, NJ 07430  
845-735-7100 • 1-800-ASK-JOYCE  
JoyceRealty.com

Honorable Town Board  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: Occupancy and Need for PAC Rentals in Pearl River

Dear Board Members:

I have been asked by Dionne's Way LLC, the owner ("Owner") of property located at 21 North William Street, Pearl River, New York, to prepare a market analysis with respect to anticipated demand for senior housing rental units in Pearl River. I understand this market analysis will be submitted by the Owner as part of its application to the Town of Orangetown for a zone change seeking to convert the Premises to the PAC zone.

I am the President of Joyce Realty and have held that position for 26 years. I am a licensed Real Estate Broker in New York and New Jersey and I have held those licenses since 1994. A great deal of the work performed by Joyce Realty involves properties in Pearl River and I am very familiar with the real estate market in Pearl River.

Right now, there is a huge need for quality apartments in our town. Rockland County is the smallest county in the State of New York. Almost a third is dedicated to parks and recreation, as well as being a bedroom community. We are part of the New York Metropolitan Market with the bulk of the population commuting to New York City or the surrounding area.

Pearl River is one of the only true walk about towns in our county which is served by MTA/NJ Transit. The Premises is within easy walking distance of the Pearl River train station which enhances the desirability of the Premises to potential tenants.

To investigate demand for PAC apartments in Pearl River, I contacted two existing 55 and older rental properties and here are my findings:

1. **The Club Pearl River – 160 Units**  
I spoke with Mark Pantere of BNE Group which is the owner of this property. He reported that all 160 units are rented, and they are at capacity. Speed to market was better than expected. They are considering an expansion with additional PAC apartments.
2. **Lane Property – Former movie theatre – Central Avenue, Pearl River – 14 Units**  
I spoke with Margaret Lane-Boyle, managing broker of the property and daughter of the owner. She reported that they are at full capacity as well.

Additionally, my company is also the exclusive Seller/Landlord client to the Pearl River School District. We represent them on their property designated the Pines of Pearl River on Crooked Hill Road. After almost 18 months of trying to sell the units as condos, the school district directed my firm to rent out the units as apartments. While these are not PAC units, it shows the demand for good apartments in Pearl River.

In summary, in my professional opinion, there is now an unmet demand for PAC rental units in Pearl River and a need for the proposed PAC rental units.

Please feel free to call upon me with any questions or concerns.

Respectfully,

Kevin Joyce  
President



*"Your local broker with Global Connections"*

Licensed Real Estate Broker New York and New Jersey/Regional Marketing Centers

## EXHIBIT G

PAGE # 1

SWIS	PRINT KEY	NAME	ADDRESS
392489	68.16-1-13	Howard G Brown Stillman Management	141 Halstead Ave, Mamaroneck, NY 10543
392489	68.16-1-14	5-9 West Central Ave Assoc LLC	852 Hillside Ave, Hillsdale, NJ 07642
392489	68.16-1-15	Jerry Kuhn	8 Railroad Ave, Pearl River, NY 10965
392489	68.16-1-16	Peach Properties LLC	17 Route 340, Orangeburg, NY 10960
392489	68.16-1-17	Victory Nine Main Corp	24 Oak Ter Fl 1, Suffern, NY 10901
392489	68.16-1-18	Good Health LLC	46 Cragmere Oval, New City, NY 10956
392489	68.16-1-19	Tannariello Properties LLC	16A Railroad Ave, Pearl River, NY 10965
392489	68.16-1-20	Cesare Tullio	9 Ventnor Ct, Waretown, NJ 08758
392489	68.16-1-21	Hibernian House Of Rockland	28 Railroad Ave, Pearl River, NY 10965
392489	68.16-1-22	Greenan Realty Inc	80 W 38Th St Fl 3, New York, NY 10018
392489	68.16-1-23	RVW Pearl River LLC	27 N Main St, Pearl River, NY 10965
392489	68.16-1-24	American Legion	P.O. Box 205, Pearl River, NY 10965
392489	68.16-1-25	Philip Sheridan	40 Railroad Ave, Pearl River, NY 10965
392489	68.16-1-26	Kenneth J Olori	46 Railroad Ave, Pearl River, NY 10965
392489	68.16-1-27	Raymond Prucher	50 Railroad Ave, Pearl River, NY 10965
392489	68.16-1-28	Andree R Papi	119 Rockland Center Apt 108, Nanuet, NY 10954
392489	68.16-1-60	Wojciech Dominik	57 N Main St, Pearl River, NY 10965
392489	68.16-1-61	Mary Mc Mahon	53 No Main St, Pearl River, NY 10965
392489	68.16-1-62	Niall Kinsella	63 E Madison Ave, Pearl River, NY 10965
392489	68.16-1-63	James J Colgan	41 N Main St, Pearl River, NY 10965
392489	68.16-4-18	Michael Sullivan	45 Roosevelt St, Pearl River, NY 10965
392489	68.16-4-19	Vincent Carle	39 Roosevelt St, Pearl River, NY 10965
392489	68.16-4-20	Jeanette Sanna	56 E Washington Ave, Pearl River, NY 10965
392489	68.16-4-21	Catherine Ruddy	53 E Washington Av, Pearl River, NY 10965
392489	68.16-4-22	Thomas C Bolan	49 E Washington Av, Pearl River, NY 10965
392489	68.16-4-23	Thomas E O'Brien	43 E Washington Av, Pearl River, NY 10965
392489	68.16-4-24	Dale Ann Fisher	187 Strawtown Rd, West Nyack, NY 10994
392489	68.16-4-25	Anne Marie Bauer	50 N William St, Pearl River, NY 10965
392489	68.16-4-31	Peter Brereton	53 N William St, Pearl River, NY 10965
392489	68.16-4-32	John J Messina	2349 South View Dr, Lancaster, PA 17602
392489	68.16-4-33	Andrea Noonan	47 N William St, Pearl River, NY 10965
392489	68.16-4-34	JFH Properties LLC	50 E Washington Ave, Pearl River, NY 10965
392489	68.16-4-35	Mary-Gray Griffith	2133 Upton Dr Ste 126-191, Virginia Beach, VA 23454
392489	68.16-4-36	John Ferris	2 Wildwood Dr, Pearl River, NY 10965
392489	68.16-4-37	John Purcell	168 Waters Edge, Congers, NY 10920
392489	68.16-4-38	Grouse Lodge Real Estate Inc c/o Peter Gionta	75 Margaret Keahon Dr, Pearl River, NY 10965
392489	68.16-4-39	Steven C Elmendorf	54 N Main St, Pearl River, NY 10965
392489	68.16-4-40	Lucille Casavis	58 N Main St, Pearl River, NY 10965
392489	68.16-4-41.1	Lynda Fitzpatrick	64 N Main St, Pearl River, NY 10965
392489	68.16-6-1	Eidho V Varkey	84-17 249th St, Bellerose, NY 11426
392489	68.16-6-2	Town Of Orangetown	26 Orangeburg Rd, Orangeburg, NY 10962
392489	68.16-6-3	Pearl River Brick Bldg LLC	20-30 N William St, Pearl River, NY 10965
392489	68.16-6-4	Pearl River Brick Bldg LLC	20-30 N William St, Pearl River, NY 10965
392489	68.16-6-5	John Bertussi	88 N Main St, Pearl River, NY 10965
392489	68.16-6-6	JFH Properties LLC	50 E Washington Ave, Pearl River, NY 10965
392489	68.16-6-7	Doreen A Jaskot	52 E Washington Av, Pearl River, NY 10965
392489	68.16-6-8	John Foley	60 E Washington Av, Pearl River, NY 10965
392489	68.16-6-9	Rolando Nolasco	66 E Washington Ave, Pearl River, NY 10965
392489	68.16-6-53	East Central Earthworks LLC	510 S Pascack Rd, Chestnut Ridge, NY 10977
392489	68.16-6-54	Lora Partners LLC	126 Gates Ave, Montclair, NJ 07042
392489	68.16-6-55	John P Nyemchek	970 Tilton Rd, Valley Cottage, NY 10989
392489	68.16-6-56	Mary-Gray Griffith	2133 Upton Dr Ste 126-191, Virginia Beach, VA 23454
392489	68.16-6-57	Pearl River Realty Corp c/o Laura Freier	126 Gates Ave, Montclair, NJ 07042
392489	68.16-6-58	Michael Haley	305 Blauvelt Rd, Pearl River, NY 10965
392489	68.16-6-59	Rycody LLC	37 E Central Ave, Pearl River, NY 10965
392489	68.16-6-60	Bright Summer Realty LLC	4 Mountainview Ave, Pearl River, NY 10965
392489	68.16-6-61.1	Bright Summer Realty LLC	4 Mountainview Ave, Pearl River, NY 10965
392489	68.16-6-61.2	Bright Summer Realty LLC	4 Mountainview Ave, Pearl River, NY 10965
392489	68.16-6-62	Skyview Plaza LLC	75 MICHAEL ROBERTS Dr, PEARL RIVER, NY 10965
392489	68.16-6-63	19 E Central Ave LLC	914 Route 9W, Nyack, NY 10960
392489	68.16-6-64	Ben Finn LLC	207 W Washington Ave, Pearl River, NY 10965
392489	68.16-6-65	John Hennessy	83 Hunt Ave, Pearl River, NY 10965
392489	68.16-6-66.1	JP Morgan Chase Bank	P.O. Box 810490, Dallas, TX 75381
392489	68.16-6-66.2	Industry Consulting Group Inc JP Morgan Chase Bank Industry Consulting Group Inc	P.O. Box 810490, Dallas, TX 75381

SWIS	PRINT KEY	NAME	ADDRESS
392489	68.16-6-67	Dionne's Way LLC	84 Sparrow Ln, Pearl River, NY 10965
392489	68.16-6-68	20 North Main Street LLC	20 N Main St, Pearl River, NY 10965
392489	68.20-1-3	Town Of Orangetown	26 Orangeburg Rd, Orangeburg, NY 10962
392489	68.20-1-6	Lisnaboy LLC	38 So Main St, Pearl River, NY 10965
392489	68.20-1-7.1	32 South Main Street LLC	32 S Main St, Pearl River, NY 10965
392489	68.20-1-7.2	Yuxiang 99 Inc	100 Palmer St, Passaic, NJ 07055
392489	68.20-1-8	RSME Realty LLC	11 Homeland Ave, Cornwall on Hudson, NY 12520
392489	68.20-1-9	John Carolo	27 S Mary Francis St, Tappan, NY 10983
392489	68.20-1-10	Donald Kennedy	36 Pine Glen Dr, Blauvelt, NY 10913
392489	68.20-1-11	Deep Realty Holdings LLC	314 Old Nyack Tpke, Spring Valley, NY 10977
392489	68.20-1-12	10-12 East Central Avenue LLP	31 Cobble Pl, Blauvelt, NY 10913
392489	68.20-1-13	Donald Brenner	4 Independence Av, Tappan, NY 10983
392489	68.20-1-14	LLV Enterprises I LLC	86 Franklin Ave, Pearl River, NY 10965
392489	68.20-1-15	Evin Realty Corp	P.O. Box 141188, Coral Gables, FL 33114
392489	68.20-1-16	LLV Enterprises III LLC	86 Franklin Ave, Pearl River, NY 10965
392489	68.20-1-17	15 South William Street LLC	15-25 S William St, Pearl River, NY 10965
392489	68.20-1-18.1	Joan Agnes Noonan	15 Franklin Ave, Pearl River, NY 10965
392489	68.20-1-18.2	Joan Agnes Noonan	15 Franklin Ave, Pearl River, NY 10965
392489	68.20-1-18.3	Joan Agnes Noonan	15 Franklin Ave, Pearl River, NY 10965
392489	68.20-1-19	William O'Sullivan	134 Turner Rd, Pearl River, NY 10965
392489	68.20-1-20	Michael & Nancy Gilbridge	47 Rowan Rd, Pearl River, NY 10965
392489	68.20-2-1	Mifa Realty Corp	126 Gate Ave, Montclair, NJ 07042
392489	68.20-2-2	c/o Laura Frier Hamil Paul Corp Lora Freiser	126 Gates Ave, Montclair, NJ 07042

## Amanda Hyland

---

**From:** Anthony Palazolo  
**Sent:** Tuesday, March 13, 2018 3:01 PM  
**To:** John Edwards  
**Cc:** Morgan Roche; Aric Gorton; Chris Day; Amanda Hyland; Audra Duval; spencer martin; Steve Faughnan  
**Subject:** Re: Filming @ Nike Park - Helicopter Use

John,

I believe the productions was looking for a flight time option until 10:00pm due to the scene being a night time shot and the sun now setting at 7:00pm. Morgan can provide a more detailed scene to describe the flight scenes.

Is that a possible change?

Respectfully,  
Anthony Palazolo  
Police Sergeant Shield #228  
Town of Orangetown Police Department  
[26 W Orangeburg Rd.](#)  
[Orangeburg NY 10962](#)  
Phone [\(845\) 359-3700 Ext. 3511](#)  
Fax [\(845\) 359-4563](#)

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On Mar 13, 2018, at 2:27 PM, John Edwards <[jedwards@orangetown.com](mailto:jedwards@orangetown.com)> wrote:

Hi Morgan:

I believe the use of a helicopter will be approved, but, because it is a little out of the ordinary, I am going to request specific authorization from the Town Board. Toward that end, I have drafted a resolution for this evening's meeting. Before placing it on the agenda, I need to know that there will be no issues in meeting the requirements from your side.

The requirements are fairly straight forward. We need to be named as an additional insured on the copter's policy (as ABC is) in the amount of \$25,000,000; and we need to know that the operation is, and will be, compliant with all applicable federal, state and local regulations.

The permit and license indemnification cover all operations so it need not be amended.

Please review the attached with your people, and get back to me or Sgt. Palazolo as soon as possible.

Thanks,  
John

---

**From:** Morgan Roche [<mailto:morgankroche@gmail.com>]  
**Sent:** Tuesday, March 13, 2018 12:32 PM  
**To:** Anthony Palazolo; Aric Gorton; John Edwards  
**Cc:** Audra Duval; spencer martin; Steve Faughnan  
**Subject:** Re: Filming @ Nike Park - Helicopter Use

Hi All -

Haven't heard back about this request. We have some questions about logistics and timing, so I would love to know what else you need from us in order to be able to safely do this work.

Also, the Certificate of Insurance from the Helicopter Operator's Company is attached.

Thanks,

---

*Morgan Roche*  
*Location Manager*  
*"Crime" - Season 2*  
*646-206-3872 - cell*  
[morgankroche@gmail.com](mailto:morgankroche@gmail.com)

On Mar 7, 2018, at 2:37 PM, Morgan Roche <[morgankroche@gmail.com](mailto:morgankroche@gmail.com)> wrote:

Hello All!

We're finally moving towards truly filming at the location at Nike Park. Audra - who is CC'ed on this email, will be sending over the appropriate permit applications for those shoot days by the end of the week.

But we have another request that I had discussed briefly on site with Sergeant Palazolo and Aric, that we wanted to continue to work on approval for - and that is for the desire for us to land a helicopter on one of our shooting days at Nike Park.

We are aiming to do this work (tentatively) one one day between March 28th-30th.

The Company we will be using for Helicopter will be Al Cerullo. (His Company Image is attached to this email.)

The model of helicopter is: Airbus, Twinstar, Model, AS 355F-1,

He has seen the landing sites already, and has said he - along with his ground crew on site - will be able to safely land a helicopter in one of the starred locations on the map attached to this email as well.

I'm also attaching to this email our ABC Corporate Safety Briefing for when we have aircraft, which will be distributed to all crew members, and will be adhered to very strictly.

I'm sure you will have additional insurance requirements, so please let me know what you need and we'll get to work on that as well.

Please let me know if you have any other questions, comments, concerns.

Thanks!

---

*Morgan Roche*  
*Location Manager*  
*"Crime" - Season 2*  
*646-206-3872 - cell*  
[morgankroche@gmail.com](mailto:morgankroche@gmail.com)  
<hoverviewslogo.jpg>  
<Helicopter Landing Set Spots.pdf>  
<SafetyBulletin03HelicopterAddendum.pdf>  
<SafetyBulletin03Helicopter.pdf>

<Town Board Resolution approving helicopter landing at Nike Park.docx>

## Exhibit A

The Town of Orangetown  
127 Route 303  
Orangeburg, New York 10962  
845.359.6502



51 Wentworth Ave #15

Submitted On: 03/20/2018

### ADS ALWAYS MEETS OR EXCEEDS OUR CLIENT'S EXPECTATIONS...

For Orangetown, NY:

ADS Environmental Services ("ADS") is pleased to present this proposal in response to Orangetown's request for equipment and services. The ADS team assigned to this flow monitoring project has carefully reviewed all of the provided information. ADS has been asked to continue monitoring based on the results of an I/I flow monitoring program performed in Spring 2017. Phase Two of monitoring will consist of fifteen (15) flow monitoring locations equipped with Surface Combo Sensors and one (1) Rain Gauge. ADS Environmental Services was founded over 40 years ago, with the goal of providing the most comprehensive and accurate wastewater gravity flow and rain data as the cornerstone of our mission. We understand the impactful nature of the data we provide, and how it informs the mission critical, multimillion dollar decisions of our municipal clients. From our innovative hardware and software designs, to the regimented processes we follow, we have taken the desire and knowledge required to deliver the world's most accurate data – on time and within budget – and institutionalized it. Our quality assurance management plan, the bedrock of the products and services that ADS delivers, ensures our consistent performance and satisfaction of our contract requirements and deliverables. Our client referrals, returning customers, and decades of experience speak for itself – ADS always meets or exceeds our client's expectations.

Sincerely,

ADS ENVIRONMENTAL SERVICES

## Project Description

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Orangetown, NY has requested ADS Environmental Services provide monitoring equipment for continued monitoring in four (4) previously monitored basins. The scope is as follows

### 4 Week Temporary Flow Study

#### Basin 04 12H

3 Flow Monitors  
3 Sensors

#### Basin 04 12J

2 Flow Monitors  
3 Sensors

#### Basin 01 12D

3 Flow Monitors  
3 Sensors

#### Basin 18 12D

3 Flow Monitors  
4 Sensors

There will also be two additional one sensor monitors installed in the Upper Nyack Basin. One Rain Gauge will also be utilized. All equipment will be enabled with wireless telemetry to allow for remote collection and data will be collected based on a fifteen (15) minute interval. ADS will also provide a, two man, confined space entry certified crew to install monitoring equipment and perform necessary operation and maintenance for the duration of the project. A data analyst will be assigned to the project to QA/QC the data and assist field crews with identifying and resolving data quality issues. By utilizing wireless telemetry, ADS data analysts can issue "as needed" service that greatly reduces monitor downtime due to debris accumulating on sensor. Data can be assessable ADS Environmental's web hosting platform, Flowview.



Submitted By: Matthew Brown

51 Wentworth Ave, Londonderry, NH 03053 | 256.656.6385 | MBrown3@idexcorp.com

adsenv.com

# Qualifications

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For 41 years ADS has been developing flow metering systems and methods to accomplish exactly what you are setting out to do. ADS began as a service company performing flow monitoring projects, but quickly found that the flow meters of the time were inadequate for precision flow metering and founder Peter Petroff set out to change the way sewer flow is measured. During the ensuing years ADS acquired 900,000 meter-months of metering experience. A quality depth and velocity meter will be critical to the success of this flow study. ADS will use an ultrasonic sensor to acquire depth measurements and a Doppler velocity sensor to obtain velocity measurements. A redundant pressure sensor will be used as a backup in cases where an ultrasonic may need service. This combination of depth and velocity technologies has proven to be a winner and it has resulted in ADS and our equipment being selected to conduct Capacity Studies and I/I work for communities all over New York. Since releasing our metering technology to the open market in 2005, many competing flow metering service providers purchase our Best in Class equipment.

## Hardware Summary

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The choice of metering technology is an important one. Every monitor system has limitations, no matter how good the service provider is. As both a service provider and a systems manufacturer, ADS offers some advantages to Orangetown that flow-service-only companies cannot. The first of these advantages is an unsurpassed institutional knowledge of the technology used in flow monitoring. At ADS, we design and manufacture flow monitors, ultrasonic depth sensors, Doppler velocity sensors, and wireless communications modules, among various other components. The TRITON+ is a “Fit-for-Purpose” open channel flow monitor for use in sanitary, combined, and storm sewers. It is designed to be the most readily adaptable flow monitoring device available for wastewater collection systems. It can be installed as a single pipe or dual pipe flow measurement system, and all components are certified to the highest level of Intrinsic Safety.



The TRITON+ flow monitor design is the culmination of our 40+ years of flow monitoring engineering experience and development, and offers the capability of a single flow monitor to drive every major sewer flow measurement technology available. Multiple sensor configuration options are available for the Triton, including up to three depths. Each sensor provides multiple technologies for continuous data collection of comparisons and tolerances. The sensors being utilized for this project include:

- **Peak Combo Sensor:** Combines peak Doppler velocity, an up-looking ultrasonic depth, and pressure depth technologies – all in one housing – for versatile, economical measurement across a wide range of hydraulics.

After the site investigations are completed, ADS will select the sensor configuration that is best suited to provide the highest level of accuracy and data quality, based on the hydraulic conditions of the location to be monitored. All TRITON+ sensor installations will include both an ultrasonic and pressure depth measurement. This will provide redundancy, and allow us to provide an extremely accurate ultrasonic depth measurement for in pipe flow and a backup pressure reading in the event of a full or surcharged pipe.



The CS4 Peak Combo sensor (at left) is our primary low-profile sensor for most standard manhole sites, and is installed in the invert of the pipe. This sensor includes three measurement technologies in a single housing: ADS' patented continuous wave peak velocity, up-looking ultrasonic depth, and pressure depth.

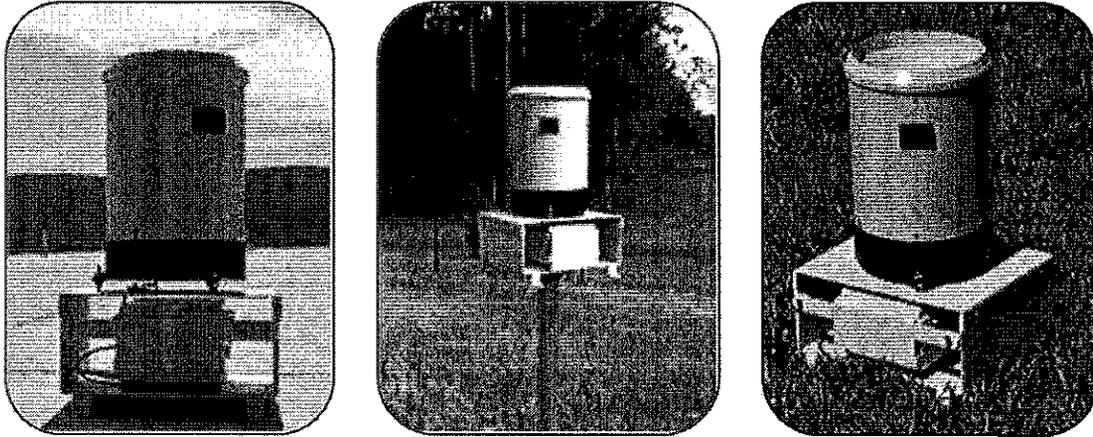
One of the distinctions between ADS technology and other flow monitoring equipment is that ultrasonic depth is the primary depth measurement; meanwhile pressure depth technology is used for both redundancy and measuring surcharge depth. Because both depths are measured in the same cross section of flow, ADS meters are able to automatically calibrate the pressure sensor to the zero-drift ultrasonic depth sensor.

### **Intrinsic Safety (IS)**

Although Intrinsic Safety is not a requirement of the RFP, the ADS *TRITON+* Flow Monitor has been certified under IECEx (International Electrotechnical Commission Explosion Proof) Intrinsic Safety (IS) standards for use in Zone 0/Class I, Div. 1, Groups C&D rated hazardous areas. While many end-users often overlook the Intrinsically Safe (IS) feature when purchasing a flow monitor or hiring a flow monitoring contractor, the County should consider the safety benefits and potential liability reduction that installing ADS *TRITON+* monitors will provide.

### Rain Alert III

Rainfall measurement is a critical, but often overlooked, factor needed to successfully evaluate sewer system performance. ADS has developed and deployed industry-leading best management practices to deliver high quality rainfall data using a technically based, flexible, and cost-conscious approach. ADS uses various rain gauge technologies to measure rainfall and matches the most appropriate technology to local rainfall characteristics and project requirements.



The standard tipping bucket rain gauge (TBRG) is the most common technology available and operates by funneling rainfall to a bucket assembly that is divided into two equal compartments. When one compartment has collected a known amount of rainfall, the bucket tips and drains its contents. As the first compartment tips, the second compartment is positioned under the funnel, and the time that the tip occurs is recorded. Each tip of the bucket generates an electronic pulse that is recorded by an ADS RainAlert III data logger.

The standard tipping bucket technology has been used for many years. In general, it is simple to install, operate, and maintain. A variety of other technologies have been developed over the years to reduce or eliminate the systematic error associated with the standard TBRG. One variation is a siphoning TBRG. This technology uses a siphon installed at the base of the funnel to regulate the rate at which rainfall is directed from the funnel to the bucket assembly. By controlling the rate at which rainfall leaves the funnel, the bucket can be configured to tip preemptively, such that it accounts for the rainfall falling to the bucket during the tip.

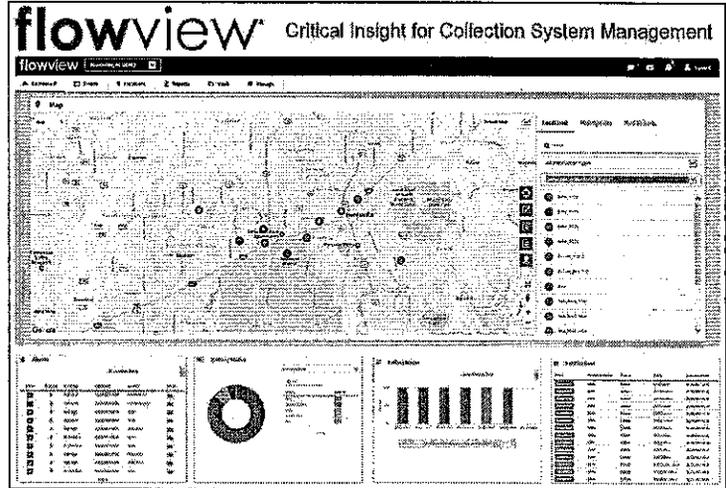
The TB6 includes two important design features not commonly found on other standard TBRGs – a finger filter located at the base of the funnel and integrated insect screens located on all openings. Both features enhance performance reliability and improve data quality.

# Software Summary

## ADS Web Hosting (Flowview Operations) (Optional)

FlowView Operations™ connects the Client and its approved consultants to the flow monitoring network, delivering near real-time operational intelligence on the status of flow activity throughout the wastewater collection system. FlowView Operations is a dynamic tool for the management and oversight of collection system operation. This “cloud type” system provides vision, knowledge, and early detection of potential problems. FlowView Operations performs data collection, storage, alarm management, and information presentation functions.

Client staff will have the ability to access the data directly and additional consultants or partners can be provided access with Client approval at no additional cost. Key features of FlowView Operations include:



**flowview**®

**System Security & Database Management:** The FlowView Operations Hosting Center is a Tier 1 facility with industry-leading IT systems, networks, and infrastructure. It is owned and operated by the nation’s leading provider, and is independently recognized for delivering the finest cloud-based solutions and services in the world. This center is comprised of multiple levels of physical, network, and software security systems, and is managed by an expert team specializing in server performance and network security. The hosting center receives protection through video surveillance, 24/7 physical site monitoring, and event notification. Full database backups are done weekly; differential backups occur on a daily basis.

**Data Sharing:** Permission-based security allows clients to specify which users have authorization to acknowledge alarms, access data, and access other system settings. Administrators can control data views through location restrictions on a per-user basis. FlowView Operations provides functionality to customize exactly what kind of data each user can access. Individual documents can be available to all users or restricted, allowing selective sharing of information.

**Data Viewing:** Each monitoring site’s information, data, and attachments are accessible online, using a rich set of features. The web user interface also provides versatile graphs and reports for easy access to current monitor data. FlowView Operations allows clients to view monitor data in hydrograph format as well as run tabular reports which summarize data in daily, weekly and monthly formats.

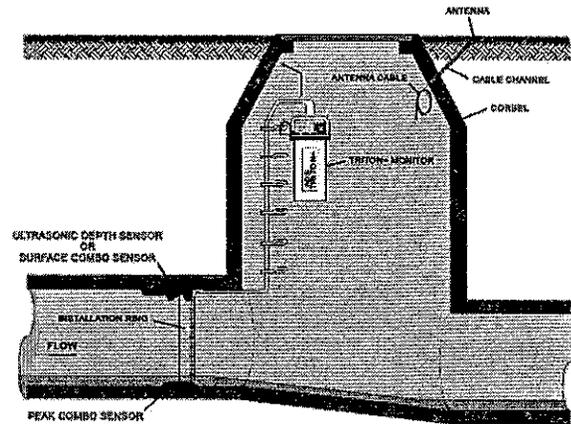
**Dynamic Alarming:** FlowView Operations utilizes Monitor Level Intelligence (MLI®), which produces learned hydraulic flow patterns that can identify flow losses during wet or dry weather on weekdays, weekends, and holidays. Alarming is initiated independently by the monitor at the time the alarm is evaluated and confirmed. There is no waiting for pre-configured communication windows, thus providing the client with near real-time alarming capabilities saving precious minutes for overflow notification and prevention actions

# Service Summary

## Investigation & Installation

ADS Environmental Services will inspect the proposed flow-monitoring site that has been designated. Should the site not be deemed ideal for flow monitoring, crews will investigate and recommend verbally an alternate site location. A Site Report will be generated including photos and sketches upon completion of an investigation. A sample report can be provided upon request. The report will include details such as sensor installation position and manhole features/details/sediment. All installations can be scheduled through Mike Armes (Project Manager). Contact information will be made available upon acceptance of the proposal.

After the manhole has been determined to be suitable for monitoring, an ADS Environmental Services, two (2) man field crew will install the flow monitoring equipment. ADS is prepared to install an Area/Velocity sensor in the upstream end of each manhole. This will require a manhole entry from a confined space entry certified crew. ADS will provide all installation material as part of the quote. The Peak Combo sensor being installed is mounted on a ring and inserted so that the sensor is located at the invert of each pipe. The Peak Combo sensor is a bidirectional allowing for some different installation locations to be considered when choosing sensor positioning. During installation, ADS field crews will determine if a downstream installation will provide better results and if so, position the sensor there as an alternative location. As part of the installation process, a manual confirmation is done onsite. Site measurements will be taken and entered into the monitor parameters. The site will be activated and begin collecting data.



Installation with antenna cable coiled in manhole

## Operation and Maintenance

Continuous flow monitoring will be performed to obtain information necessary to accurately analyze the monitoring tributary areas during dry and wet weather periods. The flow monitors, groundwater gauges, and rain gauges will be checked regularly using wireless communication by an ADS Environmental Services trained Data Analyst. **The Data Analyst will review sites and issue as needed service in order to guarantee a system wide uptime of 95%.** ADS Environmental Services field crews will be in communication with the Data Analyst so that urgent service requirements can be dealt with as they arise and preventative maintenance can be scheduled. All service will be performed by Confined Space Entry certified crews operating using methodology managed under our ADS ISO 9001:2008 registered quality management program.



## Data Analysis Procedure

ADS Data Analysts conduct regular reviews of flow monitor data, looking for data trends, data anomalies, and overall monitor performance. They are well versed on the behavior of meters operating within specification and will notify the Project Manager of any observation even if it is only suspected that maintenance may be required. The data analyst will perform a review of the collected data using FlowView and/or Profile software on a regular basis to ensure that all sites are operating as intended. ADS data analysts will review all individual monitor data in relation to upstream and downstream monitor locations, should they exist, to ensure the net flows between monitors are correct and to make sure the overall system flow quantities balance. After the review, the analyst

will coordinate with the Project Manager and/or Field Manager to direct the field crews to perform any required maintenance or repairs, as necessary, to allow for accurate and repeatable data.

The raw data collected is stored in a project database. The reviewed or edited data is also stored in the database and noted as 'final'. Retaining both final and edited sets of data allows for a complete understanding of the data review process with complete transparency of the data for data quality evaluation. The data analysis team exports the final data on a monthly basis.

### **Confirmations**

Manual measurements of flow depth are taken using a ruler and the flow velocity is measured using a handheld magnetic velocity meter. **Each site will receive no less 3 confirmations for each monitoring period as well as a confirmation performed for any significant shift in hydraulic conditions.**

### **Data Analyst Data Finalization and Reporting**

Finalized data and a standard report shall be generated no later than Thirty (30) days from the end of the monitoring period. The total flow will be calculated per day. All raw data will be submitted along with maintenance logs per site and any QA/QC checklists performed. The reports will include hydrographs and scattergraphs as well as digital data in either excel or .csv format.

**Acceptance of this quote for the purchase of ADS Products and services constitutes you and/or your company's agreement to ADS' Standard Service Terms and Conditions found attached to this document. Mutually agreed upon terms and conditions can be used as a substitute if required by municipality procedure.**

# Pricing

## Spring 2018 Monitoring

Description of Task	Quantity	Unit Cost	Total Cost
Mobilization	Lump Sum	\$1,500.00	\$1,500.00
Flow Monitor Installations	11 Monitors	\$1,350.00	\$14,850.00
Dual Channel Flow Monitor Installation	2 Monitors	\$2,025.00	\$4,050.00
Flow Meter Rental, Operation and Maintenance, Data Analysis and QA/QC Procedures, Data Finalization	60 Monitor Weeks	\$350.00	\$21,000.00
Rain Gauge Installations	1 Gauge	\$650.00	\$650.00
Rain Gauge Rental, Operation and Maintenance, Data Analysis and QA/QC Procedures, Data Finalization	4 Gauge Weeks	\$170.00	\$680.00
Flowview (Web Hosting)	16 Monitor Months	\$20.00	\$320.00
Slicer I/I Report	Lump Sum	\$2,250.00	\$2,250.00
		<b>TOTAL:</b>	<b>\$45,300.00</b>

Description	Total Cost
Weekly Extension of Above Scope	\$3,794.00

### Notes

1. No modifications to the sites are necessary for flow meter installation.
2. Prices are contingent upon acceptance of ADS Terms and Conditions which have been attached to this document for convenience or can be found at <http://www.adsenv.com/equipt-service-terms-conditions>
3. Installations cannot be scheduled until a signed agreement is in place. Work will be scheduled based upon availability and will be scheduled through the project manager.
4. Any work requested beyond the scope of services defined, will require additional fees to be negotiated between the ADS Environmental Services and Orangetown, NY.

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits above and incorporated herein to this Agreement.

Client

ADS LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADS LLC  
TERMS AND CONDITIONS  
PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT**

Orders for ADS LLC ("ADS") services shall be subject to the terms and conditions contained herein, whether or not specifically referred to. No other terms or conditions or any modifications, changes, or amendments shall be recognized unless specifically agreed to in writing by an authorized official designee of ADS. The lack of objection by ADS to any modifying provisions communicated by Client shall not be construed as an acceptance by ADS.

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

**ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES**

**1.01 ADS**

A. ADS shall provide to Client the Services set forth in the ADS Proposal (the "Proposal") which is incorporated as if fully set forth herein.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.01.

**1.02 CLIENT**

A. Client shall have the responsibilities set forth herein and in the Proposal.

**ARTICLE 2 - PAYMENTS TO ADS**

**2.01 Compensation**

A. Client shall pay ADS in accordance with the schedule set forth in the Proposal.

**2.02 Invoices**

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in the Proposal. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.

**ARTICLE 3 – TERMINATION**

**3.01 Termination**

**A. For Cause**

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of

such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

**B. For Convenience**

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

**ARTICLE 4 - GENERAL CONSIDERATIONS**

**4.01 Warranty**

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improved products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

#### **4.02 Use of Documents**

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in the Proposal. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

#### **4.03 Changes, Modifications and/or Amendments**

A. All changes, modifications and/or amendments to this Agreement or the Proposal hereto shall be made in writing and shall be signed by both Parties.

#### **4.04 Insurance**

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate  
Automobile Liability \$1,000,000 CSL and annual aggregate*

*Workers Compensation as required by statute*

ADS will provide Evidence of Insurance upon request.

#### **4.05 Controlling Law, Venue and Dispute Resolution**

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the

prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

#### **4.06 Successors, Assigns, and Beneficiaries**

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

#### **4.07 Limitation of Liability**

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

#### **4.08 Force Majeure**

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

#### **4.09 Confidentiality and Non-disclosure**

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and

confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

#### **4.10 EEO Statement**

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

#### **4.11 Notices**

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **4.12 Survival**

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

#### **4.13 Severability**

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be

deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **4.14 Waiver**

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### **4.15 Headings**

A. The headings used in this Agreement are for general reference only and do not have special significance.

#### **4.16 Entire Agreement**

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to the services to be performed hereunder. The Proposal incorporated into this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties.



Orrick, Herrington & Sutcliffe LLP  
51 WEST 52ND STREET  
New York, NY 10019-6142

+1 212 506 5000  
orrick.com

Thomas E. Myers

E *tmyers@orrick.com*  
D +1 212 506 5212  
F +1 212 506 5151

February 1, 2018

**VIA EMAIL (jbencik@orangetown.com))**

Mr. Jeffrey Bencik, CFA  
Director of Finance  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: Town of Orangetown, Rockland County, New York,  
2018 Capital Projects - \$545,564 Bonds  
Orrick File: 43339-2-36

Dear Jeff:

In following up to your request, we are enclosing a suggested form of bond resolution in connection with the above matter.

If the resolution meets with the approval of the Board, please have it adopted by a super majority vote; that is a vote of at least two-thirds of the total voting strength of the Board. In your case, this would mean four of the five members must vote affirmatively.

As soon as possible after the adoption of the enclosed bond resolution, please arrange to have the enclosed Legal Notice of Estoppel published once in the official newspaper.

Please note that posting of this Notice is **NOT** required.

In due course, please furnish us with the following:

- 1) An **ORIGINALLY** certified copy of the bond resolution, showing the vote taken thereon.
- 2) An **ORIGINAL** printer's affidavit of publication of the Legal Notice of Estoppel.

With best wishes,

Very truly yours,

**Tom**  
Thomas E. Myers  
/es

**BOND RESOLUTION**  
(effective immediately)

At a regular meeting of the Town Board of the Town of Orangetown, Rockland County, New York, held at the Town Hall, in Orangeburg, New York, in said Town, on the 6th day of February, 2018, at \_\_\_\_\_ o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED FEBRUARY 6, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$545,564 BONDS OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, TO PAY COSTS OF VARIOUS PURPOSES IN AND FOR SAID TOWN.

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town of Orangetown, Rockland County, New York, as follows:

Section 1. The following are hereby authorized in and for the Town of Orangetown, Rockland County, New York:

- a) The purchase of vehicles, at a maximum estimated cost of \$363,000, being a class of objects or purposes having a period of probable usefulness of three years pursuant to subdivision 77 of paragraph a of Section 11.00 of the Local Finance Law;
- b) IT improvements, at a maximum estimated cost of \$99,500, being a class of objects or purpose having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law;
- c) The purchase of equipment for the Police Department, at a maximum estimated cost of \$33,064, being a class of objects or purposes having a period of probable usefulness of five years pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law; and
- d) Replace floor at Greenbush Facility, at a maximum estimated cost of \$50,000, being a specific object or purpose having a period of probable usefulness of five years pursuant to subdivision 35 of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The total maximum estimated cost of the aforesaid objects or purposes is \$545,564, and the plan for the financing thereof is by the issuance of \$545,564 bonds of said Town hereby authorized to be issued therefor pursuant to the Local Finance Law, to be allocated in accordance with the maximum estimated costs set forth in Section 1 hereof.

Section 3. It is hereby further determined that the maximum maturity of the bonds herein authorized will not exceed five years.

Section 4 The faith and credit of said Town of Orangetown, Rockland County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same

respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7 The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably

expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9 This resolution, which takes effect immediately, shall be published in summary form in the official newspaper designated for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**CERTIFICATION FORM**

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

I, the undersigned Clerk of the Town of Orangetown, County of Rockland, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 6th day of February, 2018.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (***the meeting at which the proceeding was adopted***) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of February, 2018.

(CORPORATE SEAL)

\_\_\_\_\_ Town Clerk

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on February 6, 2018, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Orangetown, Rockland County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk of the Town for a period of twenty days from the date of publication of this Notice.

Dated: Orangeburg, New York,  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Town Clerk

**BOND RESOLUTION DATED FEBRUARY 6, 2018.**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF \$545,564 BONDS OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, TO PAY COSTS OF VARIOUS PURPOSES IN AND FOR SAID TOWN.**

Class of objects or purposes:	Purchase of vehicles
Maximum estimated cost:	\$363,000
Period of probable usefulness:	Three years
Amount of obligations to be issued:	\$363,000 bonds

Class of objects or purposes:	IT improvements
Maximum estimated cost:	\$99,500
Period of probable usefulness:	Five years
Amount of obligations to be issued:	\$99,500 bonds

Class of objects or purposes:	Equipment for the Police Department
Maximum estimated cost:	\$33,064
Period of probable usefulness:	Five years
Amount of obligations to be issued:	\$33,064 bonds

Specific object or purpose:	Replace floor at Greenbush Facility
Maximum estimated cost:	\$50,000
Period of probable usefulness:	Five years
Amount of obligations to be issued:	\$50,000 bonds



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

DATE: March 15, 2018

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2018

---

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

TAL Services, LLC  
176 Erie Street W  
Blauvelt, NY 10913  
Tel.: 914-403-2758

Please place this Certificate of Registration request on the next Workshop agenda scheduled for March 20, 2018 and the Regular Town Board Meeting agenda scheduled for April 10, 2018. Should you have any questions, please do not hesitate to contact this Office.

/mf  
encl.

## **DEPUTY BUILDING INSPECTOR**

Work is performed under the general supervision of the department head.

Supervision will be exercised over assistant building inspectors, code enforcement officers and clerical staff.

Will be responsible for reviewing permit applications for zoning compliance:

- Request additional information in writing from applicant if necessary;
- If approved for compliance, assign to assistant inspector;
- If deemed non-compliant, issue denial for referral to the appropriate land use board.

Will provide information as needed to the public regarding the requirements of the local building code, local zoning and related ordinances as well as applicable portions of the Uniform Code and other laws;

Will perform inspections;

Issue Building Permits and Certificates of Occupancy;

Maintain records of decisions made and actions taken;

Prepares periodic activity reports as directed and/or required;

Acts in place of the Director in their absence.

RECEIVED

TOWN OF ORANGETOWN

SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

MAR - 8 2018

PERMIT # 18-59-09

TOWN OF ORANGETOWN

EVENT NAME: CRAFT FAIR / Flea Market

APPLICANT NAME: Debbie Fields + Nancy D'Apice

ADDRESS:

PHONE #: (845) 352-1843 CELL # (845) 367-1996 FAX # Nancy (845) 709-9714

CHECK ONE: PARADE RACE/RUN/WALK OTHER [checked]

The above event will be held on July 15, 2018 from 10 AM to 4 PM RAIN DATE: No

Location of event: Pearl River Central Avenue Field

Sponsored by: P.R. HLL Ladies Auxiliary Telephone #: (845) 352-1843

Address: P.O. Box 1124 Pearl River, N.Y. 10965

Estimated # of persons participating in event: 50+ vehicles none (Just for setup)

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

Signature of Applicant: Deborah Fields Date: 3/5/18

Rockland County Highway Dept. Permit: Y (N) Received On: [checked]

NYS DOT Permit: Y (N) Received On: [checked]

Route/Map/Parking Plan: Y (N) Received On: [checked]

RFS #: 39930 BARRICADES: Y (N) CONES: Y (N) TRASH BARRELS: (10) Y (N) OTHER:

APPROVED: [Signature] DATE: 3.9.17

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: (14) 14/2R Other:

APPROVED: [Signature] DATE: 3/12/18

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y (N) Items:

APPROVED: [Signature] DATE: 3/14/18

Chief of Police

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

Workshop Agenda Date: 3.20.18 Approved On: TBR #:

RECEIVED

MAR 16 2018

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

RECEIVED

MAR - 5 2018



INCORPORATED 1903

TOWN OF ORANGEBURG  
FIRE DEPARTMENT

**LADIES AUXILIARY  
OF THE**

**PEARL RIVER HOOK AND LADDER COMPANY No. 1, INC.**

P.O. BOX 1124  
PEARL RIVER, N.Y. 10965

OFFICE OF  
President

February 2018

Mr. Andy Stewart *Chris Day*  
Town Supervisor  
26 Orangeburg Road  
Orangeburg, NY 10962

Dear Mr. Stewart,

The Pearl River Hook & Ladder Ladies Auxiliary are hosting a Craft Fair / Flea market on Sunday, July 15<sup>th</sup> (no rain date) at the Central Avenue School field. We would appreciate if the town would provide us with the following:

- Parks -* 3 Port-O-Johns (1 handicap & 2 regular)
- Hwy -* Trash barrels to be placed around the field. - 10

Please let us know if you need any further information and would appreciate your help and support in this matter.

Thank you.

Sincerely,

Tara Telpan  
President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/26/2018

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

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

PRODUCER Griffith Agency, Inc. 69 East Central Avenue  Pearl River NY 10965	CONTACT NAME: Emma Torres
	PHONE (A/C, No, Ext): (845) 735-4800 FAX (A/C, No): (845) 735-4825
	E-MAIL ADDRESS: emma@griffith-insurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: American Alternative Ins. Corp
	INSURER B: The State Insurance Fund
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1822600738 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VFIS-TR-2063033-09	07/24/2017	07/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		VFIS-TR-2063033-09	07/24/2017	07/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		11873205	07/24/2017	07/24/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	11873205	07/24/2017	07/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event date- 7/15

<b>CERTIFICATE HOLDER</b>  Town of Orangetown 20 South Greenbush Road  Orangeburg NY 10982	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**AGREEMENT BETWEEN THE TOWN OF ORANGETOWN AND CLUB CAR, INC,  
RELATING TO LEASE OF GOLF CARTS BLUE HILL GOLF COURSE**

AGREEMENT made this \_\_\_ day of March, 2018 by and between THE TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having an office and place of business at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as the "Town") and CLUB CAR, LLC, a corporation, with offices located at 72 Grays Bridge Road, Brookfield, Connecticut 06804 (hereinafter referred to as "Club Car").

**RECITALS**

WHEREAS, the Town of Orangetown requires golf carts for golf play at the Blue Hill Golf Course; and

WHEREAS, on the recommendation of the Director of Parks, Recreation & Buildings, the Town Board has determined that it is in the Town's best interests to lease carts rather than to purchase same given the frequency of use over the course of a playing season; and

WHEREAS, the Town has determined that Club Car, LLC will provide the best lease opportunity for golf carts, in that Club Car will assume the remaining cost to the Town of its existing fleet lease and, further, will commit to purchase the new fleet at the end of the lease term, thereby relieving the Town of the obligation to make a large balloon payment for equipment that, at the time, will have a diminished useful life,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **LEASE/PURCHASE OF EQUIPMENT.** Club Car shall provide and the Town shall accept from Club Car the 5-year lease of 108 gasoline powered golf carts, and will service and refurbish the existing ranger carts and Villager 6 carts for use at the Blue Hill Golf Course, all in accordance with the Club Car's Proposal, as set forth and incorporated at Section 2, infra.

Club Car further agrees to pay off the remaining one year of payments due under the Town's existing lease agreement at a cost of SEVENTY SIX THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS AND 00/00 (\$76,464.00), and further to pay the final balloon payment in the amount of ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED

SIXTY THREE DOLLARS AND 24/00 (\$156,263.24), due under the said lease, in consideration of which Club Car shall receive title to the existing fleet covered by that lease.

2. **CONTRACT DOCUMENTS.** A copy of Club Car's Proposal, dated February 26, 2018 is annexed hereto and expressly made a part hereof, as Exhibit "A".

3. **MAINTENANCE AGREEMENT.** This Agreement between the Town and Club Car shall include a Limited Warranty and Maintenance Agreement, both of which are annexed hereto, and incorporated herein, as Exhibit "B", at no additional cost.

4. **LEASE FINANCING.** The cost of the Lease shall be financed through Dag Lage Landen Public Finance, LLC, pursuant to an Equipment Lease Purchase Agreement, separately made between the Town and Dag Lage Landen. Club Car agrees that, at the end of the 5-year term of the lease it shall purchase from the 108 carts covered hereby, at the lease balloon payment set forth in the lease documents between the Town and Dag Lage Landan. The said lease documents are made a part hereof as Exhibit "C".

5. **INSURANCE AND INDEMNIFICATION REQUIREMENTS.** Club Car shall provide evidence of insurance and indemnification coverage, in the forms and amounts as provided under the 2014 Agreement, naming the Town as an additional insured thereon. The insurance requirements of the RFP are a material term of this Agreement, in default of which the Contractor shall be deemed in breach hereof.

6. **NON-DISCRIMINATION PROVISION.** Club Car agrees to and accepts the provisions of § 296 of the Executive Law of the State of New York.

7. **COMPLIANCE WITH LAW.** Club Car will be responsible for and be in compliance with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to it as an employer of labor or otherwise.

8. **NO WAIVER / NO MODIFICATION.** The failure of the Town to insist upon strict performance of any of the terms, provisions, agreements, conditions or covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the Town may have, and shall not be deemed a waiver of any subsequent breach, violation or default in the terms, provisions, agreements, conditions and covenants herein contained.

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement will not be released, discharged, changed or

modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

9. **AGREEMENT EXECUTORY.** This Agreement will be deemed executory only to the extent of the monies available to the TOWN for the performance of its terms, and no liability will be incurred by the TOWN beyond the monies so available.

10. **OTHER INTERESTS PROHIBITED.** No official of the Town who is authorized in such capacity and on behalf of the TOWN to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving this Agreement, or any related agreement, shall become directly or indirectly interested personally in this such Agreement(s), or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the subject matter of this Agreement, or any related Agreement, shall become directly or indirectly personally interested in this Agreement, or in any part hereof, or any other related agreement.

11. **ANTI-KICKBACK CLAUSE.** Club Car shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled. The TOWN will report all suspected or reported violations.

12. **TESTIMONY BY CONTRACTORS IN CRIMINAL INVESTIGATIONS AND PROCEEDINGS.** It is understood and agreed by Club Car that upon its refusal, or the refusal of a member, partner, director or officer of same, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract.

(i) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids or to receiving awards from entering into any contract with the State, the County of Rockland, or

municipality, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and

(ii) Any and all contracts made with the State, the County of Rockland or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the County of Rockland or municipality, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

### **13. MISCELLANEOUS PROVISIONS.**

13.1 Severability. If any term, provision, covenant, promise or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this Agreement shall be valid and remain in full force and effect.

13.2 No Automatic Renewal. Nothing herein contained shall be deemed or construed so as to create an automatic renewal of the Term of this Agreement.

13.3 Controlling Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

13.4 Execution in Counterpart. This Agreement may be executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

13.5 Section Headings Not Controlling. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

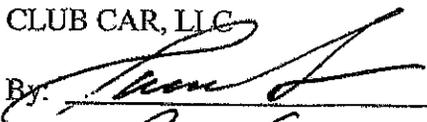
13.6 Provisions Required to Be Inserted By Law Deemed Inserted. Each and every provision of law and clauses required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

14. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represents that he/she has been duly authorized by appropriate action of entity which he/she represents to bind such entity to the terms and obligations set forth herein.

The Town Board, by Resolution \_\_ of 2018, duly adopted the \_\_th day of March 2018 has approved execution of this Agreement and the related Financing Agreement.

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

CLUB CAR, LLC

By: 

Date: 3/16/18

Paul Schwab

Business Address:

72 Grays Bridge Rd  
Branford Ct 06804

Telephone Number:

203 740 1458

Fax Number:

203 740 2311

THE TOWN OF ORANGETOWN

By: \_\_\_\_\_

Christopher Day, Supervisor

Date: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

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

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

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

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

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

**AGREEMENT BETWEEN THE TOWN OF ORANGETOWN AND CLUB CAR, INC,  
RELATING TO LEASE OF GOLF CARTS BLUE HILL GOLF COURSE**

AGREEMENT made this \_\_\_ day of March, 2018 by and between THE TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having an office and place of business at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as the "Town") and CLUB CAR, LLC, a corporation, with offices located at 72 Grays Bridge Road, Brookfield, Connecticut 06804 (hereinafter referred to as "Club Car").

**RECITALS**

WHEREAS, the Town of Orangetown requires golf carts for golf play at the Blue Hill Golf Course; and

WHEREAS, on the recommendation of the Director of Parks, Recreation & Buildings, the Town Board has determined that it is in the Town's best interests to lease carts rather than to purchase same given the frequency of use over the course of a playing season; and

WHEREAS, the Town has determined that Club Car, LLC will provide the best lease opportunity for golf carts, in that Club Car will assume the remaining cost to the Town of its existing fleet lease and, further, will commit to purchase the new fleet at the end of the lease term, thereby relieving the Town of the obligation to make a large balloon payment for equipment that, at the time, will have a diminished useful life,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **LEASE/PURCHASE OF EQUIPMENT.** Club Car shall provide and the Town shall accept from Club Car the 5-year lease of 108 gasoline powered golf carts, and will service and refurbish the existing ranger carts and Villager 6 carts for use at the Blue Hill Golf Course, all in accordance with the Club Car's Proposal, as set forth and incorporated at Section 2, infra.

Club Car further agrees to pay off the remaining one year of payments due under the Town's existing lease agreement at a cost of SEVENTY SIX THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS AND 00/00 (\$76,464.00), and further to pay the final balloon payment in the amount of ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED

SIXTY THREE DOLLARS AND 24/00 (\$156,263.24), due under the said lease, in consideration of which Club Car shall receive title to the existing fleet covered by that lease.

2. **CONTRACT DOCUMENTS.** A copy of Club Car's Proposal, dated February 26, 2018 is annexed hereto and expressly made a part hereof, as Exhibit "A".

3. **MAINTENANCE AGREEMENT.** This Agreement between the Town and Club Car shall include a Limited Warranty and Maintenance Agreement, both of which are annexed hereto, and incorporated herein, as Exhibit "B", at no additional cost.

4. **LEASE FINANCING.** The cost of the Lease shall be financed through Dag Lage Landen Public Finance, LLC, pursuant to an Equipment Lease Purchase Agreement, separately made between the Town and Dag Lage Landen. Club Car agrees that, at the end of the 5-year term of the lease it shall purchase from the 108 carts covered hereby, at the lease balloon payment set forth in the lease documents between the Town and Dag Lage Landan. The said lease documents are made a part hereof as Exhibit "C".

5. **INSURANCE AND INDEMNIFICATION REQUIREMENTS.** Club Car shall provide evidence of insurance and indemnification coverage, in the forms and amounts as provided under the 2014 Agreement, naming the Town as an additional insured thereon. The insurance requirements of the RFP are a material term of this Agreement, in default of which the Contractor shall be deemed in breach hereof.

6. **NON-DISCRIMINATION PROVISION.** Club Car agrees to and accepts the provisions of § 296 of the Executive Law of the State of New York.

7. **COMPLIANCE WITH LAW.** Club Car will be responsible for and be in compliance with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to it as an employer of labor or otherwise.

8. **NO WAIVER / NO MODIFICATION.** The failure of the Town to insist upon strict performance of any of the terms, provisions, agreements, conditions or covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the Town may have, and shall not be deemed a waiver of any subsequent breach, violation or default in the terms, provisions, agreements, conditions and covenants herein contained.

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement will not be released, discharged, changed or

modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

9. **AGREEMENT EXECUTORY.** This Agreement will be deemed executory only to the extent of the monies available to the TOWN for the performance of its terms, and no liability will be incurred by the TOWN beyond the monies so available.

10. **OTHER INTERESTS PROHIBITED.** No official of the Town who is authorized in such capacity and on behalf of the TOWN to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving this Agreement, or any related agreement, shall become directly or indirectly interested personally in this such Agreement(s), or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the subject matter of this Agreement, or any related Agreement, shall become directly or indirectly personally interested in this Agreement, or in any part hereof, or any other related agreement.

11. **ANTI-KICKBACK CLAUSE.** Club Car shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled. The TOWN will report all suspected or reported violations.

12. **TESTIMONY BY CONTRACTORS IN CRIMINAL INVESTIGATIONS AND PROCEEDINGS.** It is understood and agreed by Club Car that upon its refusal, or the refusal of a member, partner, director or officer of same, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract.

(i) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from entering into any contract with the State, the County of Rockland, or

municipality, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and

(ii) Any and all contracts made with the State, the County of Rockland or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the County of Rockland or municipality, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

### **13. MISCELLANEOUS PROVISIONS.**

13.1 Severability. If any term, provision, covenant, promise or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this Agreement shall be valid and remain in full force and effect.

13.2 No Automatic Renewal. Nothing herein contained shall be deemed or construed so as to create an automatic renewal of the Term of this Agreement.

13.3 Controlling Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

13.4 Execution in Counterpart. This Agreement may be executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

13.5 Section Headings Not Controlling. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

13.6 Provisions Required to Be Inserted By Law Deemed Inserted. Each and every provision of law and clauses required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

14. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represents that he/she has been duly authorized by appropriate action of entity which he/she represents to bind such entity to the terms and obligations set forth herein.

The Town Board, by Resolution \_\_ of 2018, duly adopted the \_\_th day of March 2018 has approved execution of this Agreement and the related Financing Agreement.

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

CLUB CAR, LLC

By: \_\_\_\_\_

*Paul Schwab*

Date: \_\_\_\_\_

*3/16/18*

Business Address:

*72 Grays Bridge Rd  
Branford CT 06804*

Telephone Number:

*203 740 1458*

Fax Number:

*203 740 2311*

THE TOWN OF ORANGETOWN

By: \_\_\_\_\_

Christopher Day, Supervisor

Date: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

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

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

STATE OF NEW YORK

ss.

COUNTY OF ROCKLAND

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

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

# DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 100-10174484

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

**EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.**

## **I. EQUIPMENT LEASE PURCHASE AGREEMENT**

### **a. Terms and Conditions**

- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

### **b. Tax Designation and Covenants** – The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.

- Initial as appropriate

### **c. Opinion of Counsel**

- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

## **II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS**

- Print name, title, sign and date

## **III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)**

- Print name, title, sign and date

## **IV. INCUMBENCY CERTIFICATE**

To be signed by a person other than the person who signed the agreement and related Documents.

## **V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, and TX.**

- Print name, title, sign and date. Attest where required

## **VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER**

- Print name, title, sign and date

## **VII. 8038 - IRS FORM**

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

## **VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :**

- Insurance Certificate for Property** – List De Lage Landen Public Finance LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List De Lage Landen Public Finance LLC and/or Its Assigns as "additional insured."
- Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)
- Vendor Invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Advance payment check** made payable to De Lage Landen Public Finance LLC
- Completed Billing Information form**
- State sales tax exemption certificate**
- Original documents**
- Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- \_\_\_\_\_
- \_\_\_\_\_

## **ALL DOCUMENTATION SHOULD BE RETURNED TO:**

**Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220**

Attn: Jimmy King

Email: jking@leasedirect.com

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# Equipment Lease Purchase Agreement

DATED: February 19, 2018

<b>LESSEE</b>	Full Legal Name <b>TOWN OF ORANGETOWN</b>		Phone Number <b>8453596503</b>	
	DBA Name (if any)			
	Billing Address <b>81 HUNT RD</b>		City <b>ORANGEBURG</b>	State <b>NY</b>

<b>EQUIPMENT INFORMATION</b>	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				See Exhibit B for equipment description
Equipment Location (if not same as above)				City State Zip

<b>VENDOR</b>	Vendor Name <b>CLUB CAR LLC</b>		Rental Payment Periods:		Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	Address <b>4125 WASHINGTON RD</b>		<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually		
	City <b>EVANS</b>	State <b>GA</b>	Zip <b>30809</b>		

### TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

<b>LESSOR</b>	Lessor <b>DE LAGE LANDEN PUBLIC FINANCE LLC</b>	<b>LESSEE SIGNATURE</b>	Lessee <b>TOWN OF ORANGETOWN</b>
	Signature		Signature
	Title		Title
	Lease Number <b>100-10174484</b>		(Seal)
			Attest
			Title

(Terms and Conditions continued on the reverse side of this Agreement.)

### TAX DESIGNATIONS AND COVENANTS

**Bank Qualification:** Lessee initial here if this provision is applicable: \_\_\_\_\_  
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

<b>OPINION OF COUNSEL</b>	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature		Date	
	Name		Phone Number	
	Address		City	State Zip

## ARTICLE I

**Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

## ARTICLE II

**Section 2.01. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a political subdivision within the meaning of the regulations promulgated pursuant to said Section of the Code. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, rul-

ing or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee acknowledges these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Agreement.

(n) Lessee agrees to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with Lessor to insure such timely and accurate filing.

(o) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**Section 2.02. Certification as to Arbitrage.** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

(f) If required, Lessee will engage an arbitrage rebate analyst or nationally recognized firm of bond counsel to determine the arbitrage rebate or yield reduction amounts and make any required payments to the U.S. Treasury no later than 60 days following each fifth anniversary of the Commencement Date.

## ARTICLE III

**Section 3.01. Lease of Equipment.** Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

**Section 3.02. Termination of Lease Term.** The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

**Section 3.03. Continuation of Lease Term.** Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

**Section 3.04. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that

purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

#### ARTICLE IV

**Section 4.01. Rental Payments.** Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

**Section 4.02. Rental Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

**Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.**

#### ARTICLE V

**Section 5.01. Delivery, Installation and Acceptance of the Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

**Section 5.02. Enjoyment of Equipment.** Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 5.03. Right of Inspection.** Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04. Use and Maintenance of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

#### ARTICLE VI

**Section 6.01. Title to the Equipment.** During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessor vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**Section 6.02. Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

**Section 6.03. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building

thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

#### ARTICLE VII

**Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

**Section 7.02. Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 7.03. Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

**Section 7.04. Financial Information.** Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

**Section 7.05. Release and Indemnification.** To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

#### ARTICLE VIII

**Section 8.01. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

**Section 8.02. Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

**Section 8.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

#### ARTICLE IX

**Section 9.01. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDI-

**RECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.**

**Section 9.02. Vendor's Warranties.** Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

**ARTICLE X**

**Section 10.01. Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

**Section 10.02. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

**ARTICLE XI**

**Section 11.01. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

**Section 11.02. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

**ARTICLE XII**

**Section 12.01. Events of Default Defined.** Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such pro-

vision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

**Section 12.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**ARTICLE XIII**

**Section 13.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.04. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 13.05. Amendments.** This Agreement may be amended in writing by Lessor and Lessee.

**Section 13.06. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.07. Usury.** The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

**Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.**

**Section 13.09. Role of Lessor.** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

**Section 13.10. Facsimile Documentation.** Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

**Section 13.11. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.12. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

# INCUMBENCY CERTIFICATE

RE: Equipment Lease Purchase Agreement dated as of February 19, 20 18 (the "Agreement"), between De Lage Landen Public Finance LLC, as Lessor ("Lessor"), and TOWN OF ORANGETOWN, as Lessee ("Lessee")

Being a knowledgeable and authorized agent of Lessee, I hereby certify to Lessor that the person(s) who executed the Agreement are legally authorized to do so on behalf of Lessee and that the signatures that appear on the Agreement are genuine.

<b>LESSEE SIGNATURE</b>	Lessee <u>TOWN OF ORANGETOWN</u>
	Signature _____
	Print Name _____
	Title _____
	Date _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

07PFDOC045Av3

# NEW YORK ADDENDUM TO EQUIPMENT LEASE PURCHASE AGREEMENT [IF THE AGREEMENT FINANCES ENERGY PERFORMANCE CONTRACTS, CONSULT COUNSEL.]

This Addendum to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of February 19, 2018, between **DE LAGE LANDEN PUBLIC FINANCE LLC** (together with its successors and assigns, "Lessor"), and TOWN OF ORANGETOWN (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 2.01** of the Agreement is hereby amended by adding the following subsections:

- (o) The execution and delivery of this Agreement by Lessee will not cause Lessee to exceed the indebtedness limitations set forth in N.Y. Gen. Mun. Law § 109-b.6(c).
- (p) [If Lessee is a City, County or School District] The authorization for the Agreement to finance the Equipment to be leased, acquired and financed under this Agreement is not required by law to be subject to (1) a permissive or mandatory referendum, (2) a supermajority vote of the Lessee's governing body or (3) if this Agreement has a maturity not less than a specified minimum period, a referendum.
- (p) [If Lessee is a Fire District] The authorization for the Agreement to finance the Equipment to be leased, acquired and financed under this Agreement is required by law to be subject to a mandatory referendum. The necessary referendum has been approved by the voters of TOWN OF ORANGETOWN in accordance with New York law.

2. **Section 3.04** of the Agreement is hereby deleted and the following **Section 3.04** is hereby inserted in lieu thereof:

**Section 3.04. Nonappropriation.** This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Agreement is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation of any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Agreement.

Should Lessee fail to appropriate monies to pay Rental Payments under this Agreement following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to this Agreement to Lessor at the location or locations to be specified by Lessor.

3. **Section 4.02** of the Agreement is hereby amended by adding the following sentence:

The total of all periodic Rental Payments that include both principal and interest components made by Lessee during each year throughout the Lease Term shall be substantially level or falling.

4. **Section 11.01** of the Agreement is hereby deleted and the following **Section 11.01** is hereby inserted in lieu thereof:

**Section 11.01. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Equipment may, with the prior written consent of Lessee, which will not be unreasonably withheld, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

<b>LESSEE SIGNATURE</b>	Legal Name of Lessee <u>TOWN OF ORANGETOWN</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
	(Seal)
	Attest _____ Title _____ Date _____

<b>LESSOR SIGNATURE</b>	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number <u>100-10174484</u>

09PFDOC122v2

**EXHIBIT A**

**EQUIPMENT LEASE PURCHASE AGREEMENT**

**Payment Schedule**

LESSOR: De Lage Landen Public Finance LLC  
 LESSEE: TOWN OF ORANGETOWN  
 LEASE NUMBER: 100-10174484  
 LEASE DATE: February 19, 20 18

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	4/1/2018	0	0.00	0.00	620,013.96	-
1	4/1/2018	14,828.40	0.00	14,828.40	605,185.56	623,341.13
2	5/1/2018	14,828.40	1,891.19	12,937.21	592,248.35	610,015.80
3	6/1/2018	14,828.40	1,850.77	12,977.63	579,270.72	596,648.84
4	7/1/2018	14,828.40	1,810.21	13,018.19	566,252.53	583,240.11
5	8/1/2018	14,828.40	1,769.53	13,058.87	553,193.66	569,789.47
6	9/1/2018	14,828.40	1,728.72	13,099.68	540,093.98	556,296.80
7	10/1/2018	0.00	1,687.78	-1,687.78	541,781.76	558,035.21
8	11/1/2018	0.00	1,693.06	-1,693.06	543,474.82	559,779.06
9	12/1/2018	0.00	1,698.35	-1,698.35	545,173.17	561,528.37
10	1/1/2019	0.00	1,703.66	-1,703.66	546,876.83	563,283.13
11	2/1/2019	0.00	1,708.98	-1,708.98	548,585.81	565,043.38
12	3/1/2019	0.00	1,714.32	-1,714.32	550,300.13	566,809.13
13	4/1/2019	14,828.40	1,719.68	13,108.72	537,191.41	553,307.15
14	5/1/2019	14,828.40	1,678.71	13,149.69	524,041.72	539,762.97
15	6/1/2019	14,828.40	1,637.62	13,190.78	510,850.94	526,176.47
16	7/1/2019	14,828.40	1,596.40	13,232.00	497,618.94	512,547.51
17	8/1/2019	14,828.40	1,555.05	13,273.35	484,345.59	498,875.96
18	9/1/2019	14,828.40	1,513.57	13,314.83	471,030.76	485,161.68
19	10/1/2019	0.00	1,471.96	-1,471.96	472,502.72	486,677.80
20	11/1/2019	0.00	1,476.56	-1,476.56	473,979.28	488,198.66
21	12/1/2019	0.00	1,481.18	-1,481.18	475,460.46	489,724.27
22	1/1/2020	0.00	1,485.81	-1,485.81	476,946.27	491,254.66
23	2/1/2020	0.00	1,490.45	-1,490.45	478,436.72	492,789.82
24	3/1/2020	0.00	1,495.11	-1,495.11	479,931.83	494,329.78
25	4/1/2020	14,828.40	1,499.78	13,328.62	466,603.21	480,601.31
26	5/1/2020	14,828.40	1,458.13	13,370.27	453,232.94	466,829.93
27	6/1/2020	14,828.40	1,416.34	13,412.06	439,820.88	453,015.51
28	7/1/2020	14,828.40	1,374.43	13,453.97	426,366.91	439,157.92
29	8/1/2020	14,828.40	1,332.39	13,496.01	412,870.90	425,257.03
30	9/1/2020	14,828.40	1,290.21	13,538.19	399,332.71	411,312.69
31	10/1/2020	0.00	1,247.91	-1,247.91	400,580.62	412,598.04
32	11/1/2020	0.00	1,251.81	-1,251.81	401,832.43	413,887.40
33	12/1/2020	0.00	1,255.72	-1,255.72	403,088.15	415,180.79
34	1/1/2021	0.00	1,259.64	-1,259.64	404,347.79	416,478.22
35	2/1/2021	0.00	1,263.58	-1,263.58	405,611.37	417,779.71
36	3/1/2021	0.00	1,267.53	-1,267.53	406,878.90	419,085.27

Sales tax of \$0.00 is included in the financed amount shown above.

The interest rate reflected herein is provided as an indication only and may need to be revised prior to closing. The Lessor will make reasonable efforts to maintain the rate presented herein. However, the rate may need to be revised prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lessor's cost of funds), the interest rate will be indexed to reflect adjustments to the Lender's actual cost of funds due to market and legal changes incurred since the date of this documentation. In addition to the stated monthly payment of \$14,828.40, a monthly Service/Maintenance payment of \$1,080.00 is due and payable monthly. This monthly Service/Maintenance payment is separate from the \$14,828.40 monthly tax-exempt principal and interest equipment lease payment. The aforementioned Service/Maintenance payment will be passed through to the Vendor providing the service/maintenance. The total monthly payment due is \$15,908.40 (\$14,828.40 + \$1,080.00).

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**EXHIBIT A**

**EQUIPMENT LEASE PURCHASE AGREEMENT**

**Payment Schedule**

LESSOR: De Lage Landen Public Finance LLC

LESSEE: TOWN OF ORANGETOWN

LEASE NUMBER: 100-10174484

LEASE DATE: February 19, 2018

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	4/1/2021	14,828.40	1,271.49	13,556.91	393,321.99	405,121.65
38	5/1/2021	14,828.40	1,229.12	13,599.28	379,722.71	391,114.39
39	6/1/2021	14,828.40	1,186.63	13,641.77	366,080.94	377,063.37
40	7/1/2021	14,828.40	1,144.00	13,684.40	352,396.54	362,968.44
41	8/1/2021	14,828.40	1,101.23	13,727.17	338,669.37	348,829.45
42	9/1/2021	14,828.40	1,058.34	13,770.06	324,899.31	334,646.29
43	10/1/2021	0.00	1,015.30	-1,015.30	325,914.61	335,692.05
44	11/1/2021	0.00	1,018.48	-1,018.48	326,933.09	336,741.08
45	12/1/2021	0.00	1,021.66	-1,021.66	327,954.75	337,793.39
46	1/1/2022	0.00	1,024.85	-1,024.85	328,979.60	338,848.99
47	2/1/2022	0.00	1,028.06	-1,028.06	330,007.66	339,907.89
48	3/1/2022	0.00	1,031.27	-1,031.27	331,038.93	340,970.10
49	4/1/2022	14,828.40	1,034.49	13,793.91	317,245.02	326,762.37
50	5/1/2022	14,828.40	991.38	13,837.02	303,408.00	312,510.24
51	6/1/2022	14,828.40	948.14	13,880.26	289,527.74	298,213.57
52	7/1/2022	14,828.40	904.77	13,923.63	275,604.11	283,872.23
53	8/1/2022	14,828.40	861.26	13,967.14	261,636.97	269,486.08
54	9/1/2022	14,828.40	817.61	14,010.79	247,626.18	255,054.97
55	10/1/2022	248,400.00	773.82	247,626.18	0.00	0.00
<b>Grand Totals</b>		<b>693,252.00</b>	<b>73,238.04</b>	<b>620,013.96</b>		

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B**

**EQUIPMENT LEASE PURCHASE AGREEMENT  
EQUIPMENT DESCRIPTION**

LESSOR: De Lage Landen Public Finance LLC

LESSEE: TOWN OF ORANGETOWN

LEASE NUMBER: 100-10174484

LEASE DATE: February 19, 2018

Quantity	Description/Serial No./Model No.	Location
108	New Club Car Precedent Gas Golf Cars with attachments  See attached spreadsheet for serial numbers	

<b>LESSEE SIGNATURE</b>	Legal Name of Lessee <u>TOWN OF ORANGETOWN</u>
	Signature _____ Date _____
	Print Name _____ Title _____
	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

<b>LESSOR SIGNATURE</b>	Name of Lessor <u>De Lage Landen Public Finance LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____ Title _____
	Lease Number <u>100-10174484</u>

# De Lage Landen Public Finance LLC

- Check here if your billing or Equipment Location has changed or is incorrect.  
Please note changes on the reverses side.  
Payment sent without a copy of this invoice may be subject to a delay in processing.

INVOICE #: adv100-10174484  
 REFERENCE #: 100-10174484  
 CUSTOMER #: n/a  
 DUE DATE: 4/01/2018  
 TOTAL DUE: \$15,908.40

- Please do not send correspondence to this address.

➤ **Send payment for this Invoice to:**

De Lage Landen Public Finance LLC  
 REF# 100-10174484  
 1111 OLD EAGLE SCHOOL ROAD  
 WAYNE, PA 19087

- **All future payments must be paid to the following Lockbox:**

De Lage Landen Public Finance LLC  
 LOCKBOX PO BOX 41602  
 PHILADELPHIA, PA 19101

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
2/19/2018	adv100-10174484	100-10174484	n/a
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			
TOWN OF ORANGETOWN			

## INVOICE

**CUSTOMER SERVICE 800-935-9439**

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
ADVANCED LEASE PAYMENT	4/01/2018	\$14,828.40
PASS THROUGH MAINTENANCE PAYMENT		\$1,080.00
<b>TOTAL</b>		<b>\$15,908.40</b>

**FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.**

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: \_\_\_\_\_

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

\_\_\_\_\_  
\_\_\_\_\_

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**  
**Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# \_\_\_\_\_  YES  NO

Is a new purchase order required for each new fiscal period?  YES  NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.  YES  NO

Do you require any special information to establish a vendor number for \_\_\_\_\_?  YES  NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction.**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES  NO  If YES, please attach/provide a copy.

#### Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES  NO  If YES, please attach/provide a copy.

***If you have further questions, please consult your regular bond or legal counsel.***

# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.  
**Caution: If the issue price is under \$100,000, use Form 8038-GC.**

OMB No. 1545-0720

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 70a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11 XXXXXX
12 Health and hospital . . . . .	12 XXXXXX
13 Transportation . . . . .	13 XXXXXX
14 Public safety . . . . .	14 XXXXXX
15 Environment (including sewage bonds) . . . . .	15 XXXXXX
16 Housing . . . . .	16 XXXXXX
17 Utilities . . . . .	17 XXXXXX
18 Other. Describe ►	18 XXXXXX
19 If obligations are TANs or RANs, check only box 19a . . . . . <input type="checkbox"/>	
If obligations are BANs, check only box 19b . . . . . <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box . . . . . <input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXX	\$ XXXXXX	\$ XXXXXX	XXXXXX years	XXXXXX %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22 XXXXXX
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23 XXXXXX
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24 XXXXXX
25 Proceeds used for credit enhancement . . . . .	25 XXXXXX
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26 XXXXXX
27 Proceeds used to currently refund prior issues . . . . .	27 XXXXXX
28 Proceeds used to advance refund prior issues . . . . .	28 XXXXXX
29 Total (add lines 24 through 28) . . . . .	29 XXXXXX
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30 XXXXXX

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	XXXXXX years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	XXXXXX years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	XXXXXX
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	XXXXXX



# Instructions for Form 8038-G

(Rev. September 2011)



Department of the Treasury  
Internal Revenue Service

## Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL); DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of reporting any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-7.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

### Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . .	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1114 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of February 19, 2018, between **De Lage Landen Public Finance LLC**, as Lessor, and TOWN OF ORANGETOWN, as Lessee.

In accordance with the Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <b>TOWN OF ORANGETOWN</b>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC052v1

**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

March 14, 2018

TO: Amanda Hyland, Confidential Assistant to Town Supervisor  
FROM: Helen Wilson, Sr. Clerk Stenographer *hw*  
RE: **REVISED**, 2018 Highway School

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Please place on the Town Board Workshop of March 20, 2018:

*Proposed Text:* Permission is hereby requested for the personnel listed on the attached form to attend the 2018 Association of Towns Annual Highway School, Ithaca, NY, from June 4 - 6, 2018, at a cost of \$ 1,619.00.



TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

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

REQUESTING DEPARTMENT: Highway Department DATE: 3-6-18

NAME(S) OF PERSON(S) TO ATTEND: James J. Dean, Anthony Limandri,  
Jim Dillon + Stephen F. Manno

CONFERENCE, ETC. - NAME & LOCATION: 2018 Association of Towns,  
Highway School, Ithaca, NY

CONFERENCE, ETC. DATE(S): June 4 - 6, 2018

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

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: June 2017

ESTIMATED EXPENSES:

Item	Charge to:		Total
	Schls. & Confs	Travel Exp*	
Registration Fee	\$ <u>330.00</u>	\$ _____	\$ _____
Lodging	<u>1,014.00</u>	_____	_____
Meals	<u>200.00</u>	_____	_____
Travel	<u>75.00</u>	_____	_____
Other	_____	_____	_____
Total	\$ <u>1,619.00</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: \_\_\_\_\_

TOWN SUPERVISOR'S SIGNATURE: \_\_\_\_\_

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_  
Retain photocopy for file.



# Cornell Local Roads Program

Training & Events    Tech Assistance    Library

Research/Projects    About CLRP



***Please join us for the 73rd Annual Highway School, June 4-6, 2018 at Ithaca College.***

## Highway School

The Highway School features short sessions of general interest in the mornings and 24-28 afternoon workshops lasting 75 minutes each. A partnership with statewide vendors supports the Pothole Picnic on the first day. Over 700 participants, the majority being local highway and public works officials, attend the Highway School every year.

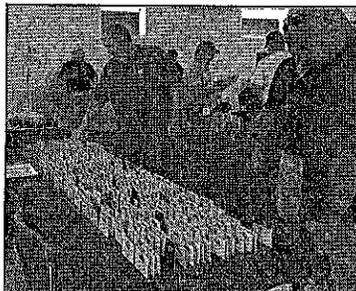
The Association of Towns of the State of New York co-sponsors the Highway School, and handles all of the registrations.

## Registration

**Registration is now open!**

[Click here to register](#)

**Reminder:** If you received your 20 Year Attendance Certificate you are eligible to register for free! For 20 year attendance award recipients to receive their free registration - **mail or fax** the form to:



Association of Towns  
150 State Street  
Albany, NY 12207  
Fax: (518) 465-0724

## 2018 Highway School Topics

- Recycled Asphalt Pavement
- Preparing for Emergencies
- What New & Used Superintendents Need to Know.
- Highway Signs
- Selecting the Right Repair for Your Pavement
- When to Replace or Repair Equipment
- Asset Management Basics


## Training and Events

Workshops

Highway School

Bridge Conference

Pavement Internship

Flagging Tutorial

Build A Better Mousetrap

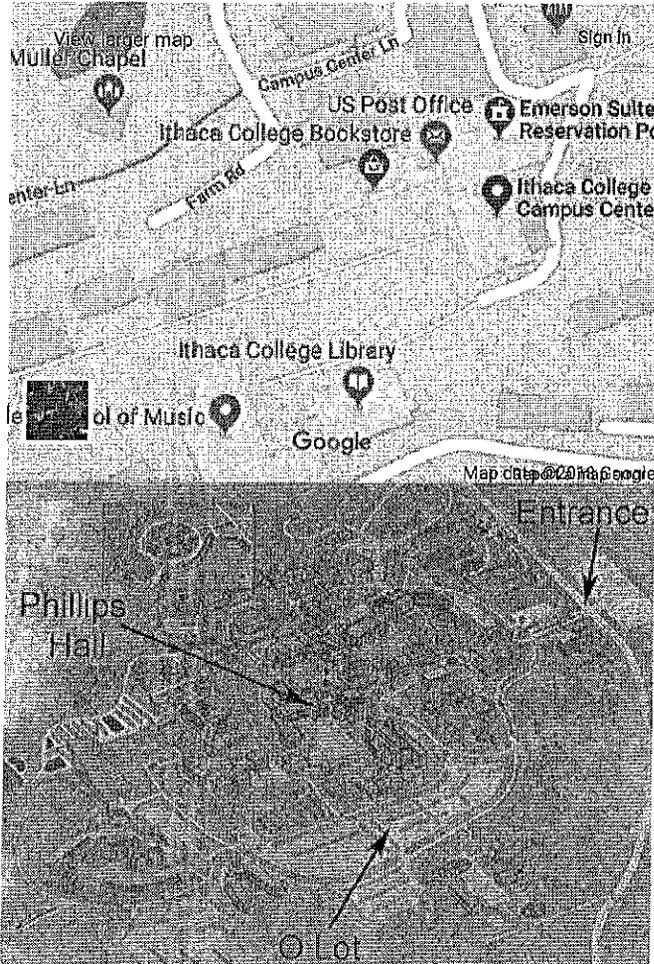
Calendar

< March 2018 >

Mon	Tue	Wed	Thu	Fri	Sat	Sun
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Save On Tuition!  
 WestConn - In-State Tuition for NY  
 WCSU is Excited to Offer NY Residents w/ In-State Tuition Rates. Learn More!  
[wcsu.edu/NYTuitionRates](http://wcsu.edu/NYTuitionRates)

**Location**



Follow @local\_roads



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**Lodging**

2018 Lodging List Available Here

**Roads Scholar**

2017 Roads Scholar award recipients  
 The Roads Scholar Award recognizes outstanding participation of highway personnel at the Highway School. The award was given out from 1963-1998 (see below for history) and restarted in 2015. The award is given out by county and accounts for attendance by ALL municipalities in the county:

- counties
- towns
- villages
- cities.

**Past Highway School materials and presentations**

- 2017
- 2016
- 2015
- 2014
- 2013
- 2012
- 2011
- 2010
- 2009
- 2008
- 2007
- 2006

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416 Riley-Robb Hall / Ithaca, NY 14853 / phone: 607-255-8033 / fax: 607-255-4080 / email: