

WORKSHOP DECEMBER 6, 2016

**TOWN OF ORANGETOWN
WORKSHOP MEETING
TUESDAY, DECEMBER 6, 2016 8:00 P.M.**

This Town Board Meeting was opened at _____p.m.

Councilman Denis Troy	_____
Councilman Thomas Diviny	_____
Councilman Paul Valentine	_____
Councilman Jerry Bottari	_____
Supervisor Andrew Stewart	_____

PLEDGE OF ALLEGIANCE TO THE FLAG

ANNOUNCEMENTS:

PRESENTATION: Jan Degenshein, Degenshein Architects,
Re: Town Hall RFP for Architectural and Design Services

TOWN ATTORNEY

**APPROVE/MEMORANDUM OF
UNDERSTANDING/NY SHARKS
AQUATIC/POOL USAGE/2017**

1. **RESOLVED**, that the Memorandum of Understanding between the Town of Orangetown and New York Sharks Aquatics of Clarkstown for the year 2017 in the amount of SEVENTEEN THOUSAND TWO HUNDRED SEVENTY AND 49/100 (\$17,270.49) DOLLARS, is hereby approved and the Supervisor is hereby authorized to execute such Memorandum of Understanding.

**APPROVE CARETAKER AGREEMENT/
NIKE PARK/ 2% INCREASE**

2. **RESOLVED**, that the caretaker agreement for the property located at 1 Nike Lane, Orangeburg, New York (Nike Park), with a TWO (2%) PERCENT increase, for a term from January 1, 2017 through December 31, 2017, between the Town and THOMAS IACOBELLIS is hereby approved and the Supervisor is hereby authorized to sign same.

TOWN ATTORNEY

**APPROVE CARETAKER AGREEMENTS/
HENRY V. BORST PARK/ 2% INCREASE**

3. **RESOLVED**, that the caretaker agreement for the property located at 212 North Main Street, Pearl River, New York (Henry V. Borst Park), with a TWO (2%) PERCENT increase, for a term from January 1, 2017 through December 31, 2017, between the Town and ANTHONY LIMANDRI is hereby approved and the Supervisor is hereby authorized to sign same.

**APPROVE ADVERTISEMENT AND CIRCULATION
REQUEST FOR COMPETITIVE BIDS/INITIAL
MAINTENANCE AND ENERGY EFFICIENCY
CONVERSION AND FOLLOW-UP WARRANTY
AND MAINTENANCE SERVICES/MUNICIPAL
STREET LIGHTING SYSTEM**

4. **BE IT RESOLVED THAT** the Town of Orangetown, at the recommendation of the Town Attorney, does hereby approve the advertisement and circulation of the Request for Competitive Bids: Initial Maintenance and Energy Efficiency Conversion and Follow-Up Warranty and Maintenance Services for Municipal Street Lighting System.

SUPERVISOR

HUDSON RIVER ESTUARY GRANT/ SPARKILL CREEK

5. **WHEREAS**, the Sparkill Creek, a tributary to the Hudson River almost entirely within Orangetown, is subject to frequent flooding which harms residents, businesses, roads, culverts and related infrastructure, and the Town of Orangetown acts in a variety of ways in partnership with other agencies and the Sparkill Creek Watershed Alliance to assess vulnerabilities and plan and mitigate flooding through all available means; and

WHEREAS, the New England Interstate Water Pollution Control Commission (NEIWPCC), in cooperation with the New York State Department of Environmental Conservation's (NYS DEC) Hudson River Estuary Program, is inviting proposals for a study that will assess flooding vulnerabilities in a Hudson River watershed or sub-watershed, and propose flood mitigation solutions that consider both engineering (e.g. roads, bridges, culverts) and natural system solutions (e.g. conservation or restoration of wetlands, forests), known as the *Hudson River Estuary Program (HREP) Request for Proposals for Watershed and Flood Mitigation and Assessment*; and

WHEREAS funding available is \$99,500 with no matching dollars required; and

WHEREAS, The Town of Orangetown in cooperation with the Sparkill Creek Watershed Alliance and The Chazen Companies shall submit and execute the application through in-kind town services;

RESOLVED, that the Town Board authorizes the Supervisor to submit a grant proposal for up to and not exceeding \$99,500 to the Hudson River Estuary Program (NYSDEC) to pay The Chazen Companies and Simon Gruber to assess flooding vulnerabilities in the Sparkill Creek watershed and propose flood mitigation via both engineered (e.g. bridges and culverts) and natural (e.g. wetland restoration) solutions, at no cost to the town other than grant administration, with the goal of identifying viable flood mitigation projects for which to seek funding in future years.

FINANCE

**MAKING A NEGATIVE DECLARATION
AND AUTHORIZING THE GUARANTEE
BY THE TOWN OF ROANGETOWN,
ROCKLAND COUNTY, NEW YORK, OF
THE PAYMENT OF THE PRINCIPAL OF
AND INTEREST ON CERTAIN
INDEBTEDNESS OF THE ORANGETOWN
HOUSING AUTHORITY AND
APPROVING THE FORM AND
SUBSTANCE OF A GUARANTEE, AND
PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH.**

6. **WHEREAS**, the Town of Orangetown Housing Authority (the "Authority") issued its \$8,716,245.15 Housing Facilities Revenue Refunding Bonds (Orangetown Senior Housing Center Project) Series 1992 (the "Original Bonds") to refinance the cost of the acquisition by the Authority of a senior citizens low income housing facility located at East Cortwood Avenue in the Town of Orangetown (the "Housing Project"); and

WHEREAS, pursuant to Section 95 of the Public Housing Law and a resolution of the Town Board, the Town guaranteed the principal of and interest on the Original Bonds; and

WHEREAS, the Housing Project was damaged by a fire and, in accordance with Section 9 of the Guaranty and Assistance Agreement among the Authority, the Town and the Trustee for the Original Bonds (the "Agreement"), the Town has prepared a feasibility analysis dated July 5, 2016 (the "Feasibility Analysis"); and

WHEREAS, the conclusion rendered by the Feasibility Analysis is that it is not feasible to rebuild the 8 units damaged by the fire; and

WHEREAS, as a result of such conclusion the Town is now required to make a Negative Determination pursuant to the Agreement; and

WHEREAS, after a Negative Declaration is made, the outstanding amount of the Original Bonds must be redeemed; and

WHEREAS, in lieu of the Town making a payment to so redeem the Original Bonds and take title to the Housing Project, the Authority has agreed to refinance the balance of the Original Bonds, after applying insurance proceeds (the "Refunded Bonds"); and

WHEREAS, the Authority has further advised the Town that a refunding of the Refunded Bonds by the issuance of refunding bonds at current interest rates will result in a present value debt service savings for the Authority; and

WHEREAS, the Authority has notified the Town that it intends to issue its Orangetown Senior Housing Revenue Bonds, 2017 (the "2017 Bonds") to refund the Refunded Bonds and to finance up to \$3 million in improvements to the Housing Project; and

WHEREAS, the Town Board is desirous of authorizing the guarantee by the Town of the principal of and interest on the 2017 Bonds of the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Orangetown, Rockland County, New York, as follows:

Section 1. Based upon the Feasibility Analysis a Negative Determination is hereby made pursuant to Section 9 of the Agreement.

Section 2. The guarantee by the Town of Orangetown, Rockland County, New York, of the principal of and interest on the Town of Orangetown Housing Authority, Orangetown Senior Housing Revenue Bonds, 2017, as more fully described in the preambles hereof, is hereby authorized (the "Guarantee").

Section 3. The Guarantee shall be evidenced by the execution and delivery by the Supervisor of a Guarantee substantially in the form presented to this meeting and annexed hereto as Exhibit A. The form and substance of the Guarantee are hereby approved. The Guarantee shall apply whether such indebtedness is issued and sold upon such terms and conditions that interest payable thereon shall be includable or excludable in the computation of gross income of the owners thereof for purposes of Federal income taxation. In the event that the aforesaid indebtedness of the Authority is refunded, the Guarantee may also apply to the, payment of the principal of and interest on any refunding obligations of the Authority.

Section 4. The Supervisor of the Town is hereby authorized, for and in the name of and on behalf of the Town to execute and deliver the Guarantee, in substantially the form thereof presented to this meeting with such changes, variations, omissions and insertions as the Supervisor shall approve.

Section 5. The Supervisor of the Town, and all other officers, employees and agents of the Town, are hereby authorized and directed, for and in the name and on behalf of the Town, to do all acts and things required or provided for by the provisions of the Guarantee and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary, or in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the resolution and to cause compliance by the Town with all of the terms, covenants and provisions of the Guarantee binding upon the Town.

Section 6. This resolution shall take effect immediately.

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

IT

**TOWN AGREEMENT WITH
RAMLAND HOLDINGS, LLC AND
1547 CRITICAL SYSTEMS REALTY**

7. RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a "True Lease" Agreement, on behalf of the Town of Orangetown, as proposed and written, with Ramland Holdings, Inc. and 1547 Critical Systems Realty for space containing a half-cabinet with generator backup at a colocation data center, as customized for the Town of Orangetown, for a lease term of THIRTY-SIX (36) MONTHS in the sum of FIVE HUNDRED FIFTY AND 00/100 (\$550.00) PER MONTH with an upfront one-time payment of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS for the cabinet and power installation with cross-connect installation.

**NEW CIRCUIT/MODIFICATION OF
TOWN AGREEMENT WITH
FIBER TECHNOLOGIES NETWORKS, LLC**

8. RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a SERVICE ORDER FORM (SO#2016-14315) on behalf of the Town of Orangetown pertaining to an Amendment of the "Master Facilities Agreement" dated June 15, 2015 with Fiber Technologies Networks, L.L.C., for a new circuit to the dark fiber network system consisting of ONE (1) route, as customized for the Town of Orangetown, for a lease term of FORTY-FOUR (44) MONTHS in the sum of SIX HUNDRED FIVE AND 00/100 (\$675.00) PER MONTH.

APPROVE/SURPLUS EQUIPMENT/ IT

9. RESOLVED, upon the recommendation of Director of Automated Services, declare the following surplus equipment available for auction:

		Total	t-22	0015652ED08E
Model	Mac Address		t-22	0015652CA438
EXP39	SN-1400111070000598		t-22	0015652CA5B2
EXP39	SN-1400112020001006		t-22	0015652CB118
	exp39	2	t-22	0015652E2C72
t-22	0015652ED4FA		t-22	0015652CAFF8
t-22	00156530CD71		t-22	0015652ED098
t-22	0015652E2C20		t-22	0015652CB000
t-22	0015652CB12A			

WORKSHOP DECEMBER 6, 2016

t-22	0015652CA732			t-28	0015652CB7AA		
t-22	0015652CA2BE			t-28	0015652CB5A4		
t-22	0015652ED350					t-28	28
t-22	0015652ED132			t-38	00156548421F		
t-22	0015652CB00C			t-38	001565483EB3		
t-22	0015652CB13C			t-38	001565483EB6		
t-22	0015652CAFDE					t-38	3
t-22	0015652CB004					total	60
t-22	0015652CAFE4						
		t-22	21				
t-26	00156546D73A						
t-26	00156550B30F						
t-26	00156546D73C						
t-26	00156550B34D						
t-26	00156550B0EB						
t-26	0015652E4750						
		t-26	6				
t-28	0015652CB250						
t-28	0015652CB544						
t-28	0015652CB262						
t-28	0015652CB628						
t-28	0015652CB7C6						
t-28	0015652CB438						
t-28	0015652CB58E						
t-28	0015652CB4B0						
t-28	0015652B3BD2						
t-28	0015652CB256						
t-28	0015652CB4D8						
t-28	0015652CB682						
t-28	0015652CB5B0						
t-28	0015652CB4B4						
t-28	0015652CB67E						
t-28	0015652CB324						
t-28	0015652CB6C2						
t-28	0015652CB4DA						
t-28	0015652CB588						
t-28	0015652B3BF4						
t-28	0015652CB28C						
t-28	0015652CB5A2						
t-28	0015652CB70A						
t-28	0015652CB222						
t-28	0015652CB50C						
t-28	0015652CB5BA						

PERSONNEL

**ACCEPT WITH
REGRET/RETIREMENT/RESIGNATION/MICHAEL
CATANIA/HIGHWAY/EFFECTIVE JANUARY 27,
2017**

- 10. RESOLVED**, to accept with regret the retirement/resignation from Michael A. Catania, Highway Maintenance Supervisor II, after over 33 years of service, effective January 27, 2017.

**ACCEPT WITH
REGRET/RETIREMENT/RESIGNATION/PAUL
WITTE/CODE ENFORCEMENT III/EFFECTIVE
JANUARY 21, 2017**

- 11. RESOLVED**, to accept with regret the retirement/resignation from Paul Witte, Code Enforcement Officer III, after over 30 years of service, effective January 21 2017.

**ACCEPT WITH
REGRET/RETIREMENT/RESIGNATION/MICHAEL
AAMODT/HIGHWAY/EFFECTIVE JANUARY 27,
2016**

- 12. RESOLVED**, to accept with regret the retirement/resignation from Michael Aamodt, MEO II, Highway Department, after over 33 years of service, effective January 27, 2017.

TOWN ATTORNEY/TOWN CLERK

**REFUND FILM PERMIT FEES "TWO
DEGREES" / HISTORY CHANNEL**

- 13. RESOLVED**, that upon the recommendation of the Town Attorney, that the Town Board hereby approves a refund in the sum of \$1,800.00 to OP Services, LLC, for fees paid to the Town for a filming permit in connection with the filming of "Two Degrees" for the History Channel at the Lamont Doherty facility in Palisades which production did not involve filming on public lands, or the use of public lands or services.

Adjournments at _____ in memory of: Jakob Franke, Tireless Volunteer and Trails Advocate

/

MEMORANDUM OF UNDERSTANDING

By and Between the Town of Orangetown
and
New York Sharks Aquatics of Clarkstown, Inc.
January 1, 2017 through December 31, 2017

In recognition of the role that the New York Sharks Aquatics swim team plays in providing a competitive swim program for the residents of the Town of Orangetown, and recognizing that the Town of Orangetown contractually utilizes the aquatic facility of the South Orangetown School District pursuant to an Inter-municipal Agreement dated June 23, 2010, and

Further recognizing that the Town of Orangetown decided to discontinue direct operation of a competitive swimming program in 2003, and instead sponsor the program as a separate entity, and

Recognizing that the Town of Orangetown contractually utilizes the aquatic facility of the South Orangetown Central School District pursuant to an Inter-Municipal Agreement dated June 23, 2010,

NOW THEREFORE, this Memorandum of Understanding between the Town of Orangetown, by its Division of Parks & Recreation, and New York Sharks Aquatics of Clarkstown, Inc. for the calendar year beginning January 1, 2017 and ending December 31, 2017 is hereby adopted by and between the Town of Orangetown Division of Parks and Recreation and New York Sharks Aquatics of Clarkstown, Inc. (hereinafter New York Sharks Aquatics) as follows:

THE FACILITY:

1. The Town of Orangetown is the Lessee of the South Orangetown Central School District's swimming pool facility located at the South Orangetown Middle School, 160 Van Wyck Road, Blauvelt, New York. The facility consists of: the twenty-five (25 yd.) yard, six (6) lane swimming pool, men's locker rooms with bathroom and showers, the women's locker rooms with bathroom and showers, storage closets and office during the Town's usage.

VERIFICATION OF NOT-FOR-PROFIT STATUS:

2. New York Sharks Aquatics shall provide written proof of its 501(c)(3) status as a not-for-profit corporation to the Town of Orangetown Office of Parks & Recreation by January 15, 2017.

THE TERM OF THIS MEMORANDUM OF UNDERSTANDING:

3. The term of usage of the pool facility by the New York Sharks shall be from January 1, 2017 through December 31, 2017 during such dates and times as scheduled with the Office of Parks & Recreation, and as bound by the terms of this Agreement.

RENT:

4. New York Sharks shall pay EIGHT THOUSAND FIVE HUNDRED SEVEN AND 63/100 (\$8,507.63) DOLLARS for the period of time from January 1, 2017 through June 30, 2017. The Division of Parks & Recreation shall bill New York Sharks Aquatics in January and April.

5. New York Sharks shall pay EIGHT THOUSAND SEVEN HUNDRED SIXTY-TWO AND 86/100 (\$8,762.86) DOLLARS for the period of time from July 1, 2017 through December 31, 2017. The Division of Parks & Recreation shall bill New York Sharks Aquatics in July and September.

6. New York Sharks Aquatics agrees to submit payment within FOURTEEN (14) DAYS of receipt of the invoice; and it is understood that receipt of the invoice shall be deemed to be received within THREE (3) DAYS of the date of such invoice. In the event that payment is not received within FOURTEEN (14) DAYS, there shall be a penalty assessed at FIVE (5%) PERCENT of the invoice,

#1

which sum is due and payable with the invoiced payment; and thereafter, with additional FIVE (5%) PERCENT penalty assessed for each additional FOURTEEN (14) DAY period.

7. New York Sharks Aquatics agree to run advanced swimming lessons, at least three (3) times during the calendar year (consisting of at least six (6) lessons per session), for the Office of Parks & Recreation, conducted by staff of New York Sharks Aquatics at no charge to the Town. The Parks & Recreation Department can charge participants for these lessons.

8. New York Sharks is required to have one (1) lifeguard on duty during its usage of the facility. The Town Division of Parks & Recreation shall provide this lifeguard to New York Sharks Aquatics for a fee to be billed quarterly by the Town of Orangetown to Sharks for such service; however, it is expressly understood and agreed that the Town shall have no liability to the Sharks in the event it is unable to provide such lifeguard service for any scheduled session.

9. In the event that New York Sharks Aquatics utilizes the facilities during weekend or vacation hours, or at any other time that would result in a direct cost to the Town under its Inter-Municipal Agreement with the South Orangetown Central School District (SOCSD), New York Sharks Aquatics shall reimburse the Town for the school custodian at the contractual hourly rate due to the SOCSD.

NEW YORK SHARK'S USAGE OF THE FACILITY DURING TOWN USAGE:

10. The Town shall provide use of the swimming pool facility during weeknight hours during the months of September, October, November, December, January, February, March, April, May & June, during such dates and times as scheduled with the Office of Parks & Recreation, and as bound by the terms of this Agreement, and as follows:

- a. From mid-September through June on Monday through Friday between the hours of 5:30 p.m. and 7:00 p.m.

11. The Town shall provide early morning pool hours in July and during the first two (2) weeks of August during such dates and times as scheduled with the Office of Parks & Recreation, and as bound by the terms of this Agreement, and as follows:

- a. From July 1st through August 10th on Monday through Friday from 7:30 a.m. through 9:00 a.m.

12. New York Sharks may request that the Town's Parks & Recreation Department request use of the facility by Sharks during school vacation times from the South Orangetown Central School District. It is explicitly understood that vacation usage is at the sole discretion of the Town's Superintendent of Parks & Recreation and the South Orangetown School District.

13. The Town shall NOT schedule usage of the facility during custodial holidays. Custodial holidays are all scheduled school holidays.

14. New York Sharks Aquatics shall not conduct private swimming lessons during usage of the facility.

15. A member of the staff of New York Sharks Aquatics must remain on site until all participants of their program are off of school property after such program ends, unless the child is a participant of a Town program scheduled immediately thereafter at the facility.

SCHEDULING OF USAGE OF THE FACILITY:

16. All requests for use of the facility by New York Sharks Aquatics must be submitted in writing to the Office of Parks and Recreation a minimum of four (4) days prior to the requested use. Requests for school facilities other than the pool must be submitted to the South Orangetown Central School District.

17. The Office of Parks & Recreation shall provide a calendar to New York Sharks Aquatics at least three (3) times a year to allow for scheduling of practices.

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18. The Town shall provide the maximum notice possible to New York Sharks with regard to unanticipated pool closings by the South Orangetown School District.

LIFEGUARD(S):

19. New York Sharks Aquatics shall meet or exceed the required number of lifeguards as required by the United States Swimming Association (USS) and the Rockland County Health Department. New York Sharks is required to have one (1) lifeguard on duty during its usage of the facility. (See paragraph 7 hereinabove).

PARTICIPANTS UTILIZING THE FACILITY:

20. The New York Sharks Aquatics roster of participants utilizing the facility shall not exceed one hundred (100) participants, and at least eighty-five (85%) percent of such participants shall be Orangetown residents.

21. New York Sharks Aquatics shall supply a roster of participants utilizing the facility, with home addresses of the participants, to the Office of Parks and Recreation prior to February 1, 2017 and October 1, 2017.

22. New York Sharks Aquatics shall not exceed the maximum occupancy of the SOMS pool facility.

INSURANCE:

23. New York Sharks Aquatics shall provide a certificate of liability insurance in the amount of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS aggregate, listing both the Town of Orangetown and the South Orangetown Central School District as additionally insured parties. Such General Liability Policy shall be place with a carrier that is rated at least an A- under AM Best for liability insurance.

TERMINATION UPON DEFAULT OF THIS AGREEMENT:

24. If the Town or the Sharks defaults as to any of the material provisions of this Agreement, and the non-defaulting party serves the defaulting party with written notice specifying the default, the defaulting party shall have thirty (30) days from receipt of such notice to cure such default. Failure of the defaulting party to cure the default within such time period shall entitle the non-defaulting party to terminate the Agreement.

25. Either party shall inform the other of termination of this Agreement with no less than one hundred twenty (120) days notice.

26. Such notice shall be mailed by United States Postal Service, certified mail, return receipt requested to: New York Sharks Aquatics of Clarkstown, Inc., 9 Green Road, Monroe, New York 10950 and to Town of Orangetown Office of Parks & Recreation, 81 Hunt Road, Orangeburg, New York 10962.

UNILATERAL TERMINATION BY TOWN:

27. The parties recognize that the Town is permitted to utilize the pool facility subject to the terms of an Inter-Municipal Agreement, dated January 23, 2010, between the South Orangetown Central School District and the Town. If this January 23, 2010 Inter-Municipal Agreement is terminated, for any reason, then the Town can terminate this Agreement with New York Sharks Aquatics without any liability on the part of the Town to New York Sharks Aquatics. The Town shall inform New York Sharks Aquatics of the termination of this Agreement pursuant to this paragraph as soon as reasonably possible by written notice. Such notice shall be mailed by United States Postal Service, certified mail, return receipt requested to: New York Sharks Aquatics of Clarkstown, Inc., 9 Green Road, Monroe, New York 10950.

28. In the event this Agreement is terminated, any rent paid for the month of termination shall be adjusted on a pro-rata basis.

#1

MATERIAL BREACH:

29. New York Sharks Aquatics failure to pay any and all costs set forth in this Agreement in accordance with the terms set forth in this Agreement will constitute a material breach of this Agreement.

DAMAGE BY FIRE OR OTHER CASUALTY:

30. If the facility is damaged by fire or other casualty that prevents the Sharks from using the facility for the uses described herein, and restoration of the facility will take more than three (3) months, then the Sharks shall be entitled to terminate the Agreement or the Agreement shall be extended for an additional three (3) months at the Sharks option.

ADVERTISING OR MARKETING MATERIALS:

31. **New York Sharks Aquatics shall list the Town of Orangetown as a co-sponsor on all advertising and marketing materials.** A copy of such materials shall be provided to the Office of Parks & Recreation at least two (2) weeks prior to publication.

ASSIGNMENT OF THE AGREEMENT:

32. New York Sharks Aquatics may not assign this Agreement without the prior written consent of the Town of Orangetown.

SUBLEASE:

33. New York Sharks Aquatics may not sub-lease the premises without the express written permission of the Town Board of the Town of Orangetown.

NOTIFICATION:

34. All notices or demands or other writings provided for in this Agreement shall be deemed to have been given, made or sent when made in writing and deposited in United States mail by certified mail, return receipt requested with postage paid thereon and addressed as follows:

New York Shark Aquatics of Clarkstown, Inc.: New York Sharks Aquatics of Clarkstown, Inc., 9 Green Road, Monroe, New York 10950.

Town of Orangetown: Supervisor, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, with a copy to the Superintendent of Parks and Recreation, 26 Hunt Road, Orangeburg, New York 10962.

INDEMNIFICATION AND HOLD HARMLESS:

35. New York Sharks Aquatics agrees to defend, indemnify and hold harmless the Town of Orangetown, its officers, officials, employees and agents from and against any cost, expense or other liability, of any nature whatsoever, including attorneys' fees, that the Town may incur as a result of the acts or omissions of New York Sharks Aquatics under and as a result of this Memorandum of Understanding.

APPLICABLE LAW:

36. New York Sharks Aquatics shall comply with all applicable federal, state and local laws and ordinances relating to their operation and/or use of the property, as well as all School District policies, rules and regulations and procedures pertaining to this agreement as set forth in Appendix A attached hereto.

37. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent

/

jurisdiction in Rockland County, New York. Any dispute arising under this Agreement shall be adjudicated under the laws of the State of New York.

MERGER/CHANGES:

38. The parties agree that this writing represents the entire agreement between them and that there are no oral or collateral agreements or understandings of any kind or character except those contained herein.

MODIFICATION, AMENDMENT OR TERMINATION:

39. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

SEVERABILITY:

40. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid, operative and lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

PARAGRAPH HEADINGS:

41. The paragraph headings used herein are for convenience only.

This Agreement was authorized by the Town Board on November ____, 2016, by Town Board Resolution #_____ of 2016. The President of New York Sharks Aquatics of Clarkstown, Inc. is authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Use Agreement to be executed on the dates set forth below.

Dated: _____, 2016

Dated: _____, 2016

By: _____

Andrew Y. Stewart, Supervisor
Town of Orangetown

By: _____

Todd Langenmayr, President
New York Sharks
Aquatics of Clarkstown, Inc.

NIKE LANE; BREAKDOWN OF CHARGES: 10/17/2016 1:55 PM

Property 2 Nike Lane, Nyack, New York; (2,200 sq. ft);	Year	Fee per Month	Increase from prior year
	2018	\$1,141.76	2%
	2017	\$1,119.37	2%
	2016	\$1,097.42	2%
	2015	\$1,075.90	2%
	2014	\$1,054.80	2%
provide monthly maintenance report; occupant must pay for renters insurance and garbage pickup; mowing of property; pruning of trees and shrubs on property; and maintenance inside and out excluding boiler; responsible for scheduling of meeting rooms; Town provides snow removal of driveway; well water: septic tank;	2013	\$1,034.12	2%
Occupants: Thomas A. Iacobellis (Highway Department) and Linette Iacobellis;	2012	\$1,013.84	2%
	2011	\$ 993.96	2%
	2010	\$ 974.48	4%
	2009	\$ 937.00	
	2008	\$ unknown	
	2007	\$ 884.00	4%
	2006	\$ 850.00	7%
Previous occupant: Edward Miggins/Mary Miggins; prior issues with family members; 5 adults and 2 kids living at site; access to O&R meters????	2005	\$ 795.00	Approx. 3%
	2004	\$ 772.50	3%
	2003	\$ 750.00	Approx. 3%
	2002	\$ 735.00	
	2001	\$ unknown	
	2000	\$ 680.00	Approx. 3%
	1999	\$ 660.00	0%
	1995	\$ 660.00	
Past occupant: Sam Paster			

#2

CARETAKER MAINTENANCE AGREEMENT
for
NIKE PARK
Between
TOWN OF ORANGETOWN
And
THOMAS IACOBELLIS, CARETAKER
For Year 2017

THIS CARETAKER MAINTENANCE AGREEMENT, is made the ____ day of _____, 20____, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and THOMAS IACOBELLIS, 2 Nike Lane, Nyack, New York 10960, party of the second part, hereinafter referred to as, "CARETAKER."

WITNESSETH:

WHEREAS, the Town is the owner of certain property located at 2 Nike Lane, Orangeburg, New York, (with a mailing address at 2 Nike Lane, Nyack, New York) on the Nike Park property in Orangeburg, New York.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

WHEREAS, the Town desires to protect the property from vandalism and theft and desires to enhance the Nike Park for the benefit of the public,

WHEREAS, the Town has determined that a portion of the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Nike Park for the benefit of the public,

WHEREAS, THOMAS IACOBELLIS is desirous of acting as Caretaker for the apartment residence, with storage unit, located at 2 Nike Lane, Orangeburg, New York 10962, (with a mailing address of 2 Nike Lane, Nyack, New York 10960) on the grounds of Nike Park, Orangeburg, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 2 Nike Lane, Orangeburg, New York on the grounds of Nike Park in Orangeburg, New York. The apartment residence contains approximately twenty-two hundred (2,200) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a "Caretaker Maintenance Agreement" and accepts the property in "as-in" condition. The Town is not

responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. TERM: This agreement shall commence on January 1, 2017 and expire on December 31, 2017, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled "Surrender of Possession".

4. FEE: The Caretaker shall pay the Town a monthly fee of ONE THOUSAND ONE HUNDRED NINETEEN AND 37/100 (\$1,119.37) DOLLARS. This fee is due on the first (1ST) day of each and every month; the fee is payable to the "Town of Orangetown" and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. USE OF THE PROPERTY:

a. The property will be used by the Caretaker solely as a single family residence with storage unit. The apartment is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

c. The Caretaker may keep up to two (2) registered personal vehicles in the driveway of the residence.

d. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit

controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

e. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

f. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

g. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as Appendix "A".

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, but not

limited to the meeting room building, public restrooms and rooms used by various groups, and the scheduling of same. In no way should these areas be open to the public when not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker's sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings,

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. The Town has supplied a riding tractor/lawn mower for Caretaker's use. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Town has supplied a snowblower for Caretakers use in removal of snow. The Department of Parks, Recreation and Buildings will be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

i. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

j. Caretaker must not allow any liens to attach to the Property.

k. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (A copy of Town Code, Chapter 7A, current as of the date of this agreement, is annexed hereto as Appendix "B").

l. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

m. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans, drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of

the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

- i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.
- ii. The Town has the right to inspect all work and materials before, during and after construction.
- iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. RESPONSIBILITIES OF CARETAKER: Caretaker covenants and agrees as follows:

- a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.
- b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.
- c. Caretaker shall not keep gasoline or other flammable material or any explosive within the residence portion of the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.
- d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.
- e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the fuel oil and electric bill; water is provided by a well.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "as is" condition. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal

property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.

iii. The making of any assignment for the benefit of Caretaker's creditors.

iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior

locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the

affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox. Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN
Superintendent of Parks and Recreation
Town of Orangetown
81 Hunt Road
Orangeburg, New York 10962

CARETAKER
Mr. Thomas Iacobellis
2 Nike Lane
Nyack, New York 10960

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding

#2

upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

#2

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

CHARLOTTE MADIGAN, TOWN CLERK

ANDREW Y. STEWART, SUPERVISOR

THOMAS IACOBELLIS, CARETAKER

#2

SUGGESTED ONGOING PREVENTATIVE MAINTENANCE – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	N/A
	Check and clean range hood filters on a monthly basis.	N/A
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	N/A
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	N/A
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	N/A
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

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SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	N/A
	Clean portable humidifier if one is used.	N/A
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	N/A
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	N/A
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	N/A
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	N/A
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	N/A
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

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SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner's manual, drain off a dishpan full of water from the clean-out valve at the bottom of your hot water tank to control sediment and maintain efficiency.	N/A
	Clean humidifier two or three times during the winter season.	N/A
	Vacuum bathroom fan grille.	N/A
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	N/A
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	N/A
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

SUGGESTED SPRING MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	N/A
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	N/A
	Clean and replace air conditioning filters (if applicable).	N/A
	Check dehumidifier and clean if necessary.	N/A
	Turn OFF gas furnace and fireplace pilot lights where possible.	N/A
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	N/A
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	N/A
	Clean gutters.	N/A
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	N/A
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED SUMMER MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	N/A
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	N/A
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	N/A
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	N/A
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	N/A
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

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Town of Orangetown, NY
Monday, October 17, 2016

Chapter 7A. Conduct — Public Areas

[HISTORY: Adopted by the Orangetown Town Board 10-14-1968 by L.L. No. 6-1968; amended in its entirety 9-11-2006 by L.L. No. 15-2006. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Drinking in public — See Ch. 10.

Public entertainment: musical or large groups — See Ch. 11A.

Noise — See Ch. 22.

§ 7A-1. Firearms and fireworks prohibited.

No person shall fire or discharge any gun, pistol, firearm, slingshot or bow and arrow or any rocket, torpedo or other fireworks of any description or carry or transport the same in any park, playground, recreation area or land owned or maintained by the Town of Orangetown (hereinafter "Town"), unless upon permission of the Superintendent of Parks, Recreation and Buildings, or his authorized representative, or upon a range established for that purpose and with a permit secured pursuant to special rules established by the Superintendent of Parks, Recreation and Buildings, as hereinafter set forth.

§ 7A-2. Preservation of property.

No person shall climb any tree or injure, deface or disturb or befoul any part of a Town park, playground, recreation area or Town land or any building, signs, equipment or other property found therein, or remove, cut down, cut, injure or destroy any tree, flower, shrub, ornament, statue, fence, bridge, structure or other property within any Town park, playground, recreation area or park approach or within any Town land or any area under the jurisdiction of the Superintendent of Parks, Recreation and Buildings. No person shall engage in the hitting or striking of golf balls within the boundaries of any Town park, playground, recreation area or Town land, unless designated to allow the same.

§ 7A-3. Fires.

No person shall kindle, build, maintain or use a fire in any Town park, playground, recreation area, park approach or Town land for any purpose except in a stove, fireplace, oven or fire circle provided for that purpose. Any fire in a permitted area or authorized fireplace shall be continuously under the care and direction of a competent person from the time it is kindled until it is extinguished. Lighted matches, cigarettes, cigars or burning tobacco must not be deposited or left where they may cause fires. Smoking is prohibited in those areas designated by resolution of the Town Board.

§ 7A-4. Garbage and refuse.

No person shall deposit, dump, throw or place any earth, rubbish, paper, bottle, bits of crockery, glass or glassware, metallic or other substance, garbage or other refuse matter or any sand, stone, lumber or other material of any kind in or upon any part of the water or grounds of any Town park, playground, recreation area, park approach or Town land. Grounds must be maintained in a clean and sanitary condition by all users thereof, and garbage and refuse must be deposited in the receptacles provided.

§ 7A-5. Dogs.

It shall be unlawful to bring, or cause to be brought, into any Town park, recreation or playground area any animal, except where posted as allowed. In those areas where posted as allowed, it shall be unlawful to permit any dog or animal to be in any such area unless such dog or animal is secured on a leash of not more than six feet in length. Owners of leashed or unleashed dogs or animals, whether legally or illegally on any Town park, recreation or playground area, shall be responsible for the immediate removal and disposal of fecal matter excreted by that animal. Notwithstanding anything to the contrary set forth herein, the training or exhibition of dogs or animals in designated areas shall be permitted only

#2

by special permit of the Superintendent of Parks, Recreation and Buildings. Trained guide dogs for the blind are expressly exempt from all provisions of this chapter.

§ 7A-6. Hunting and trapping.

No person shall hunt or trap birds, animals or any other game within the boundaries of any Town park, playground, recreation area or Town land under the jurisdiction of the Superintendent of Parks, Recreation and Buildings.

§ 7A-7. Bathing and swimming.

No person shall bathe, wade or swim in any waters, pools or lakes in any Town park playground, or recreation area or on Town land, except at such times and in such places designated or maintained as bathing areas and unless so covered with a bathing suit as to prevent indecent exposure of the person. No person shall dress or undress in any Town park, playground, recreation area, or park approach except in such places as may be designated or maintained for that purpose.

§ 7A-8. Horses and riders.

No person shall use, ride or drive a horse in any Town park, playground, or recreation area or on Town land under the jurisdiction of the Superintendent of Parks, Recreation and Buildings.

§ 7A-8.1. Model airplanes, boats and cars.

Model airplanes, boats, cars and other powered objects are prohibited and may not be used within the boundaries of any Town park or Town land, except within those areas designated or permit issued for said activity by the Superintendent of Parks, Recreation and Buildings.

§ 7A-8.2. Alcoholic beverages.

The consumption, possession, carrying or transport of alcoholic beverages is prohibited on any Town parkland, playground, recreation area, Town land, public way, sidewalks, streets, roads or highways as further outlined in Chapter 10, Drinking in Public, of the Orangetown Code, except within Town-owned golf courses, where there shall be no such prohibition, so long as the alcoholic beverages were procured from the Town-licensed operator of the food and beverage establishment located at the Town-owned golf course and in compliance with the said Town-licensed operator's New York State issued liquor license.

§ 7A-9. Speed of vehicles.

No person shall drive or cause to be driven along or over any road within any Town park, playground, recreation area, or Town land any vehicles at a speed in excess of 15 miles per hour, nor shall any person park and/or stand or cause to be parked any vehicle at any point where a sign prohibiting parking and/or standing has been erected. Properly registered motorcycles, motor-driven cycles, motor scooters and bicycles with motors attached are restricted to roadways and parking areas within the park boundaries. Nonregistered motor vehicles, including motorcycles, all-terrain vehicles (ATVs), etc., are not permitted on Town park property, Town recreation areas or Town lands.

§ 7A-10. Camping.

A. Permit.

- (1) Except where otherwise permitted, no person or group of persons shall camp in any Town park, playground, or recreation area or on Town land other than in such areas as the Superintendent of Parks, Recreation and Buildings, or his authorized representative, may permit from time to time, between the hours of 8:00 p.m. and 8:00 a.m., and only after a permit therefor has been issued at least 48 hours in advance by the Superintendent of Parks, Recreation and Buildings or his authorized representative. A camping permit may be canceled at any time, with or without cause, by an authorized representative of the Department of Parks, Recreation and Buildings or of the Police Department of the Town of Orangetown. A copy of the camping permit shall be filed by the camper at the office of the Police Department of the Town of Orangetown prior to the date and time the permit becomes effective.

42

- (2) Where a permit has been canceled or denied hereunder, the applicant may apply to the Town Board for such permit or reinstatement thereof. After a public hearing thereon, at which time the applicant shall have an opportunity to be heard, the Town Board shall determine if the permit shall be issued or be reinstated. The Town Board shall fix a reasonable date and time for the public hearing and give public notice of such hearing by publication in the official newspaper of the Town at least 10 days prior to the date of the hearing thereof, which costs of sending or publishing of such notices shall be borne by the applicant and paid to the Town prior to the public hearing. A review of any denial thereof may be had by the applicant pursuant to Article 78 of New York's Civil Practice Law and Rules.
- B. All Town parks, playgrounds, recreation areas and Town lands shall be closed to the public at nighttime (i.e., between sunset and sunrise), except as otherwise permitted by the Superintendent of Parks, Recreation and Buildings.

§ 7A-11. Public meetings; parades or processions.

- A. Except as herein provided, all existing laws, rules and regulations concerning public roads and highways shall remain in full force and effect.
- B. Permit.
 - (1) No parade, procession or other gathering shall be held on any Town parkland, playground, recreation area, or Town property without a permit therefor having been issued at least 48 hours in advance by the Superintendent of Parks, Recreation and Buildings or his authorized representative. Such permit may be canceled at any time, with or without cause, by the Superintendent of Parks, Recreation and Buildings or his duly authorized representative or by the Chief of Police of the Town of Orangetown or his duly authorized representative.
 - (2) Where a permit has been canceled or denied hereunder, the applicant may apply to the Town Board for such permit or reinstatement thereof. After a public hearing thereon, at which time the applicant shall have an opportunity to be heard, the Town Board shall determine whether or not such permit shall be issued or be reinstated. The Town Board shall fix a reasonable date and time for the public hearing and give public notice of such hearing by publication in the official newspaper of the Town at least 10 days prior to the date of the hearing thereof, which costs of sending or publishing of such notices shall be borne by the applicant and paid to the Town prior to the public hearing. A review of the denial thereof may be had by the applicant pursuant to Article 78 of New York's Civil Practice Law and Rules.
 - (3) No parade, procession or other gathering shall be held on any public way, sidewalk, street, road or highway without a permit therefor having been issued at least 48 hours in advance by the Superintendent of Highways or his authorized representative. Such permit may be canceled at any time, with or without cause, by the Superintendent of Highways, his authorized representative, or the Chief of Police of the Town of Orangetown or his duly authorized representative.
- C. A copy of such permit, together with a statement or chart showing the route of such parade or procession or location of such gathering, must be filed by the licensee or its or his representative at the office of the Police Department of the Town of Orangetown at least 24 hours in advance of the date and time of such parade, procession or gathering.
- D. Any permit required by § 7A-11B(1) shall be subject to such special rules established by the Superintendent of Parks, Recreation and Buildings and the Chief of Police as hereinafter set forth, and any permit required for public ways, sidewalks, streets, roads or highways shall be subject to such special rules as established by the Superintendent of Highways.

§ 7A-12. Special group activities; hawking and peddling; park improvements.

- A. No meetings, assemblies, demonstrations, exhibitions, parades, racing, organized picnics or outings shall be conducted in Town parks, playgrounds or recreation areas or on Town lands without a permit first being obtained from the Superintendent of Parks, Recreation and Buildings, or his duly authorized representative, at least 48 hours prior to such activity and a copy of such permit filed by the holder of the permit with the Police Department of the Town of Orangetown prior to the time the permit becomes effective. Such permit may be canceled at any time, with or without cause, by the Superintendent of Parks, Recreation and Buildings or his duly authorized representative or by the Chief of Police of the Town of Orangetown or his duly authorized representative.
- B. No meetings, assemblies, demonstrations, exhibitions, parades, racing or organized outings shall be conducted on sidewalks, streets, roads and highways without a license therefor first being obtained

from the Superintendent of Highways, or his duly authorized representative, at least 48 hours prior to such activity and a copy of such license filed by the licensee with the Police Department of the Town of Orangetown prior to the time the license becomes effective. Such permit may be canceled at any time, with or without cause, by the Superintendent of Highways or by the Chief of Police of the Town of Orangetown or his duly authorized representative.

- C. No person, corporation, organization, group, association, business entity or firm shall, in any Town park, recreation or playground areas:
 - (1) Offer for sale or distribution any merchandise, goods, wares, foods, beverages, fare, articles or other things (hereinafter "goods or fare"), nor station or place any stand, stall, booth, tent, cart or vehicle for the transportation, sale, distribution or display of any such goods or fare, except with the permission and authorization of the Superintendent of Parks, Recreation and Buildings, by application and permit as hereinafter provided.
 - (2) Announce, advertise, promote or call the public's attention, in any way, to any goods or fare for sale or services for hire.
 - (3) Post, paste, fasten, paint, write, draw, carve, tack or affix any placard, bill, notice, sign, advertisement, or any writing whatsoever upon any structure, tree, stone, fence, thing or enclosure within any Town park, playground or recreation area or on any Town lands, highways or roads adjacent to any Town park, playground or recreation area or Town conservation area, except that the Department of Parks, Recreation and Buildings may place informational signs within such areas.
 - (4) Erect, install, set up, assemble or occupy any stand, stall, booth, tent, cart or other structure in any Town park, playground or recreation area, or sell, vend, purvey, give away, offer for free or provide complementarily any goods or fare from any such stand, stall, booth, tent, cart or other structure, without the prior written permission of the Department of Parks, Recreation and Buildings.
- D. Erection or installation of permanent facilities, buildings or structures; modification, alteration or renovation of existing facilities, buildings or structures; the planting or installation of trees, shrubberies, bushes, landscaping, ground cover or sod; or any other construction, building, renovation, landscaping or similar land improvement activity (hereinafter referred to as "park improvements"), with permanent or lasting impact on a Town park, playground or recreation area, is allowable only by permit, with the following restrictions:
 - (1) All park improvements shall be considered with a view toward future development plans for the affected area and in view of the comprehensive/Master Plan of the Town of Orangetown.
 - (2) Park improvements shall conform to all Town, county, state, federal and other applicable and governing codes, laws, statutes, rules and regulations.
 - (3) All plans for park improvements shall be reviewed by the Town's Park Development Advisory Committee, the Town's Youth Recreation Assessment Advisory Committee, and the Superintendent of Parks, Recreation and Buildings for their consideration and comment. Final consideration and approval shall be rendered by the Town Board.
 - (4) Since all Town parks, playgrounds, recreation areas and Town lands are municipal property and are maintained for the use and enjoyment of all residents, it shall be impermissible for any person, corporation, organization, group, association, business entity or firm to erect, install, use, utilize, operate, control, occupy or maintain any facility, building or structure for its restricted or exclusive use, operation, control, utilization or occupancy.
 - (5) All park improvements shall become the property of the Town and shall be owned in title to and under the control and authority of the Department of Parks, Recreation and Buildings. In the event a private corporation, organization, group, association, business entity, firm or individual (hereinafter "donor") wishes to make substantial park improvements, arrangements may be established so as to grant priority in scheduling the use, utilization and operation of those park improvements. The terms and provisions for priority scheduling shall be agreed to in writing prior to the commencement of any park improvements.

§ 7A-13. Registration and admission to certain Town parks, generally.

[Added 7-19-2016 by L.L. No. 6-2016^[1]]

A. Purpose and intent.

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The Town's system of parks and park improvements exist for the benefit of the public at large, yet, presently, is financed primarily by the Town's taxpaying residents and organized fee-paying groups, without contribution by others having equal access.

- (2) The purpose of this section is to assist the Town's Department of Parks and Recreation to meet its mission "to deliver leisure time opportunities through safe, well-organized and affordable programs and a comprehensive network of parks, trails and open spaces to promote the mental, physical and social well-being of our residents," through the implementation of a fair and equitable use and fee policy that recognizes both the limited facilities available for use and the cost of maintaining and improving those facilities.
 - (3) The fee policy established by this section will enable the Town to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible. The fees provided hereby will be used to supplement, not replace, other resources available to the Department of Parks and Recreation, all with a view toward meeting the Town's responsibility to provide public open space and leisure opportunities rightfully expected by the Town's taxpaying residents.
- B. Access to Town parks.
- (1) Access to Town-owned and -operated parks is limited to verified Town residents and registered nonresidents, except where an exemption has been noted. All visitors to Town parks should be prepared to show proof of residency or proof of having purchased a nonresident pass from the duly appointed authority. Athletic fields at all Town-owned park facilities are governed by the field use policy; nonresident use of these areas is accounted for under this policy, provided a field permit has been issued or other written agreement is in place. Accordingly, no charge shall be made for any person using a Town-owned athletic field pursuant to the field use policy.
 - (2) Parks and Recreation Department-sponsored programs are primarily for Town residents. Nonresident access is at the discretion of the Superintendent of Parks and Recreation and his/her designated representative.
 - (3) Nonresidents are permitted access to Town-owned and/or -maintained park facilities, provided that they are in the company of a verified resident.
 - (4) Nonresident passes can be purchased through the Parks and Recreation Department at the applicable fee as outlined in the Parks and Recreation Department fee schedule below, or as amended by resolution of the Town Board:
 - (a) Areas subject to the within section are the following:
 - [1] Veterans Memorial Park.
 - [2] Independence Park.
 - [3] Pilgrim Court.
 - [4] Stoughton Park.
 - [5] Tappan Park.
 - [6] Cherry Brook.
 - (b) Partially exempted areas.
 - [1] Sparkill Memorial Park; Depot Square parking area and Veterans Memorial area are exempt.
 - [2] Athletic fields when use is permitted under field use policy.
 - (c) Fully exempt areas.
 - [1] All Town-recognized memorial areas.
 - [2] Nike Park.
 - [3] Tackamac Park.
 - [4] JB Clarke Rail Trail.
 - [5] Braunsdorf Park.
 - [6] Borst Park.
 - [7] All undeveloped/partially developed areas not otherwise listed in this section.

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Nonresident Annual Park Access Fees

Fee Category	Annual Fee	Daily Fee
Nonresident	\$250	\$25
Senior (65 and over)	\$150	\$15
Young Adult (age 12-18)	\$165	\$16
Child (11 and under)	\$150	\$15
Veterans	No charge	No charge

[1] *Editor's Note: This local law also renumbered former §§ 7A-13 through 7A-7 as §§ 7A-14 through 7A-18, respectively.*

§ 7A-14. Special rules; permits; permit fees; administration and enforcement.

- A. In addition to the general rules of conduct within Town parks, playgrounds, recreation areas, Town lands, public ways, sidewalks, streets, roads or highways herein set forth, special rules and regulations may be promulgated and amended from time to time by the Superintendent of Parks, Recreation and Buildings, the Superintendent of Highways and/or the Chief of Police, as provided in this chapter, subject to the approval of the Town Board. In addition, the Town park system contains a number of specialty areas, including, but not limited to, hike/bike trails, tennis courts, the picnic pavilion and athletic fields, each requiring specific rules and regulations concerning proper and appropriate use and utilization of those individual facilities. This chapter shall in no way restrict the Superintendent from formulating, posting and enforcing rules and regulations for those specific areas, in addition to the general proscriptions in this chapter.
- B. Permits are available from the Superintendent for the following:
- (1) Reservations of group-use facilities: ball fields, basketball and tennis courts, picnic pavilion or area, multipurpose fields, and any other facilities that may be constructed, built, installed or erected.
 - (2) Erection, installation or construction of temporary or permanent buildings or structures.
 - (3) Modification, alteration or renovation of existing facilities, buildings or structures.
 - (4) Use, utilization or operation of special equipment, such as, for example, generators, public address or sound systems, and other mechanized or electronic apparatus.
 - (5) The posting of placards, bills, notices, signs, advertisements, and other commercial uses, as defined in this chapter.
 - (6) The planting or installation of trees, shrubberies, bushes, landscaping, ground cover or sod.
- C. Fees for permits shall be determined and approved by the Town Board.
- D. A complete copy of the rules and regulations as described in this chapter shall be provided to each applicant with his/her/their/its approved permit.
- E. The issuance of a permit does not exempt any person, corporation, organization, group, association, business entity or firm from any of the rules or regulations as set forth in this chapter.
- F. The issuance of a permit shall not imply, suggest, guarantee or ensure that the Superintendent cannot close or shut down a Town park, playground, recreation area or facility that becomes hazardous, dangerous or unsafe for public use, utilization or operation due to inclement weather, fire, water, construction or other adverse conditions.
- G. The Superintendent of Parks, Recreation and Buildings and/or the Town Supervisor, or his/her designee, shall administer and enforce the provisions of this chapter, including the establishment and collection of fees, preparation of permit application forms, review of permit applications, issuance and revocation of permits, promulgation and enforcement of rules and regulations to implement the provisions of this chapter, and all other decisions and determinations relating thereto. When the activities, behavior or conduct of any person, corporation, organization, group, association, business entity or firm is determined to be in violation of this chapter or the rules and regulations promulgated under the authority of this chapter or is determined not to be in the best interests of the Town park, playground or recreation area, or when such acts are deemed to be disruptive to the surrounding neighborhood, or when such activities, behavior or conduct affects other people or private or public property, the Town of Orangetown Police or the Superintendent of Parks, Recreation and Buildings, or his agent assigned to such area or program, shall have the authority to cause such activities, behavior or conduct to cease and be terminated or to expel the perpetrators of such activities, behavior or conduct from the area or to have the Orangetown Police arrest and detain the perpetrators or to file a complaint for the violation of this chapter.

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§ 7A-15. Penalties for offenses.

- A. Any violations by a person, organization, group, association, business entity, firm or corporation of any provision of this chapter shall be deemed a violation punishable by a fine not to exceed \$1,000 or imprisonment for a period not to exceed 14 days, or both such fine and imprisonment.
- B. Any person, organization, group, association, business entity, firm or corporation which takes part in or assists in any violation of this chapter shall also be subject to the penalties provided herein.
- C. Each day that a violation of this chapter is committed or is permitted to exist or to continue shall constitute a separate offense.

§ 7A-16. Severability.

The declaration of any portion of this chapter, by a court of competent jurisdiction, to be invalid shall not invalidate the entire chapter but only that part thereof so declared to be invalid, and the remainder of said chapter shall remain in full force and effect.

§ 7A-17. Section titles.

Any title enumerated under this chapter is for organization purposes and convenience only and shall not be deemed part of the text of this chapter.

§ 7A-18. When effective.

This chapter shall take effect immediately upon filing in the Office of the Secretary of State in accordance with § 27 of the Municipal Home Rule Law.

HENRY V. BORST PARK; BREAKDOWN OF CHARGES: 10/17/2016 1:55 PM

Property: Henry V. Borst Park (actual name of park NOT Borst Memorial Park); 212 North Main Street, Pearl River, New York 10965;	Year	Fee per Month	Increase from prior year
	2018	\$1,176.25	2%
	2017	\$1,153.19	2%
	2016	\$1,130.58	2%
	2015	\$1,108.41	2%
	2014	\$1,086.68	2%
pursuant to Will/conditions of transfer – to be used as a park and as a reserve for and/or horticultural purposes; occupant must pay for renters insurance and garbage pickup; and maintenance inside and out excluding the boiler; Town provides snow removal; must permit O&R meter access as responsibility of caretaker; responsible for pruning of trees and shrubs on property, and mowing near the residence; may have personal garden BUT all plantings in the beds of the park are limited to those approved by Parks & Recreation;	2013	\$1,065.37	2%
Occupant: Anthony (Highway Department) & Susan Limandri	2012	\$1,044.48	2%
	2011	\$1,024.00	Approx. 2%
	2010	\$1,004.64	4%
	2009	\$ 966.00	
	2008	\$unknown	
	2007	\$ 911.00	Approx. 4%
	2006	\$ 876.00	Approx. 7%
	2005	\$ 819.00	Approx. 3%
	2004	\$ 795.00	Approx. 3%
	2003	\$ 772.00	Approx. 2%
	2002	\$ 756.00	8%
	2001	\$ 700.00	Approx. 3%
	2000	\$ 680.00	Approx. 3%
	1999	\$ 660.00	3%
Previous occupants: William and Helen Eyebers			

#3

CARETAKER MAINTENANCE AGREEMENT
for
HENRY V. BORST PARK
Between
TOWN OF ORANGETOWN
And
ANTHONY LIMANDRI, CARETAKER
For year 2017

THIS CARETAKER MAINTENANCE AGREEMENT, is made the ____ day of _____, 20____, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and ANTHONY LIMANDRI, 212 North Main Street, Pearl River, New York 10965, party of the second part, hereinafter referred to as, "CARETAKER."

WITNESSETH:

WHEREAS, the Town is the owner of certain property known as Henry V. Borst Park, located at 212 North Main Street, Pearl River, New York.

WHEREAS, the Henry V. Borst Park contains a structure that the Town desires to have preserved.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

~~WHEREAS, the Town desires to protect the property from vandalism and theft and desires to~~ enhance the Henry V. Borst Park for the benefit of the public,

WHEREAS, the Town has determined that the residence on the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Henry V. Borst Park for the benefit of the public,

WHEREAS, ANTHONY LIMANDRI is desirous of acting as Caretaker for the residence located at 212 North Main Street, Pearl River, New York 10965, on the grounds of Henry V. Borst Park, Pearl River, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 212 North Main Street, Pearl River, New York on the grounds of Henry V. Borst Park. The residence contains approximately thirteen hundred sixty-five (1,365) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a "Caretaker Maintenance Agreement" and accepts the property in "as-in" condition. The Town is not responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. TERM: This agreement shall commence on January 1, 2017 and expire on December 31, 2017, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled "Surrender of Possession".

4. FEE: The Caretaker shall pay the Town a monthly fee of ONE THOUSAND ONE HUNDRED FIFTY THREE AND 19/100 (\$1,153.19) DOLLARS. This fee is due on the first (1ST) day of each and every month; the fee is payable to the "Town of Orangetown" and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. USE OF THE PROPERTY:

a. The property will be used by the Caretaker solely as a single family residence. The house is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

c. The Caretaker may keep up to two (2) registered personal vehicles in the driveway at the rear of the residence.

d. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

e. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

f. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

g. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

#3

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as Appendix "A".

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, public restrooms. In no way should these areas of the site be open to the public when the site is not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker's sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings.

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker may maintain a personal garden at the rear of the residence. However, all plantings within the beds of the Henry V. Borst Park shall be limited to items approved by the Department of Parks, Recreation and Buildings.

i. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Department of Parks, Recreation and Buildings will

be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

j. The Caretaker shall be responsible for making all the necessary preparations for all discussion groups.

k. The Caretaker must provide access to the Orange & Rockland Utilities' meters located on the premises, and shall be responsible for insuring that said meter is available on the date scheduled by Orange & Rockland for reading purposes. In the event the Caretaker fails to do so he shall be fully responsible for any costs incurred to Orange & Rockland.

l. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

m. Caretaker must not allow any liens to attach to the Property.

n. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (A copy of Town Code, Chapter 7A, current as of the date of this agreement, is annexed hereto as Appendix "B").

o. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

p. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans, drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.

ii. The Town has the right to inspect all work and materials before, during and after construction.

iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. RESPONSIBILITIES OF CARETAKER: Caretaker covenants and agrees as follows:

a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.

b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.

c. Caretaker shall not keep gasoline or other flammable material or any explosive within the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.

d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.

e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the gas and electric bill and the water bill.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "as is" condition. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising

out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.
- iii. The making of any assignment for the benefit of Caretaker's creditors.
- iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the

manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the

Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction

of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify

and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox. Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN
Superintendent of Parks and Recreation
Town of Orangetown
81 Hunt Road
Orangeburg, New York 10962

CARETAKER
Mr. Anthony Limandri
212 North Main Street
Pearl River, New York 10965

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as

damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

CHARLOTTE MADIGAN, TOWN CLERK

ANDREW Y. STEWART, SUPERVISOR

ANTHONY LIMANDRI - CARETAKER

SUGGESTED ONGOING PREVENTATIVE MAINTENANCE – HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	
	Check and clean range hood filters on a monthly basis.	
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST - HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	
	Clean portable humidifier if one is used.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST – HENRY BORST PARK

#3

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner's manual, drain off a dishpan full of water from the clean-out valve at the bottom of you hot water tank to control sediment and maintain efficiency.	
	Clean humidifier two or three times during the winter season.	
	Vacuum bathroom fan grille.	
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

SUGGESTED SPRING MAINTENANCE CHECKLIST – HENRY BORST PARK

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	
	Clean and replace air conditioning filters (if applicable).	
	Check dehumidifier and clean if necessary.	
	Turn OFF gas furnace and fireplace pilot lights where possible.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	
	Clean gutters.	
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED SUMMER MAINTENANCE CHECKLIST - HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

APPENDIX "B"

#3

Town of Orangetown, NY
Monday, October 17, 2016

Chapter 7A. Conduct — Public Areas

[HISTORY: Adopted by the Orangetown Town Board 10-14-1968 by L.L. No. 6-1968; amended in its entirety 9-11-2006 by L.L. No. 15-2006. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Drinking in public — See Ch. 10.

Public entertainment: musical or large groups — See Ch. 11A.

Noise — See Ch. 22.

§ 7A-1. Firearms and fireworks prohibited.

No person shall fire or discharge any gun, pistol, firearm, slingshot or bow and arrow or any rocket, torpedo or other fireworks of any description or carry or transport the same in any park, playground, recreation area or land owned or maintained by the Town of Orangetown (hereinafter "Town"), unless upon permission of the Superintendent of Parks, Recreation and Buildings, or his authorized representative, or upon a range established for that purpose and with a permit secured pursuant to special rules established by the Superintendent of Parks, Recreation and Buildings, as hereinafter set forth.

§ 7A-2. Preservation of property.

No person shall climb any tree or injure, deface or disturb or befoul any part of a Town park, playground, recreation area or Town land or any building, signs, equipment or other property found therein, or remove, cut down, cut, injure or destroy any tree, flower, shrub, ornament, statue, fence, bridge, structure or other property within any Town park, playground, recreation area or park approach or within any Town land or any area under the jurisdiction of the Superintendent of Parks, Recreation and Buildings. No person shall engage in the hitting or striking of golf balls within the boundaries of any Town park, playground, recreation area or Town land, unless designated to allow the same.

§ 7A-3. Fires.

No person shall kindle, build, maintain or use a fire in any Town park, playground, recreation area, park approach or Town land for any purpose except in a stove, fireplace, oven or fire circle provided for that purpose. Any fire in a permitted area or authorized fireplace shall be continuously under the care and direction of a competent person from the time it is kindled until it is extinguished. Lighted matches, cigarettes, cigars or burning tobacco must not be deposited or left where they may cause fires. Smoking is prohibited in those areas designated by resolution of the Town Board.

§ 7A-4. Garbage and refuse.

No person shall deposit, dump, throw or place any earth, rubbish, paper, bottle, bits of crockery, glass or glassware, metallic or other substance, garbage or other refuse matter or any sand, stone, lumber or other material of any kind in or upon any part of the water or grounds of any Town park, playground, recreation area, park approach or Town land. Grounds must be maintained in a clean and sanitary condition by all users thereof, and garbage and refuse must be deposited in the receptacles provided.

§ 7A-5. Dogs.

It shall be unlawful to bring, or cause to be brought, into any Town park, recreation or playground area any animal, except where posted as allowed. In those areas where posted as allowed, it shall be unlawful to permit any dog or animal to be in any such area unless such dog or animal is secured on a leash of not more than six feet in length. Owners of leashed or unleashed dogs or animals, whether legally or illegally on any Town park, recreation or playground area, shall be responsible for the immediate removal and disposal of fecal matter excreted by that animal. Notwithstanding anything to the contrary set forth herein, the training or exhibition of dogs or animals in designated areas shall be permitted only

413

by special permit of the Superintendent of Parks, Recreation and Buildings. Trained guide dogs for the blind are expressly exempt from all provisions of this chapter.

§ 7A-6. Hunting and trapping.

No person shall hunt or trap birds, animals or any other game within the boundaries of any Town park, playground, recreation area or Town land under the jurisdiction of the Superintendent of Parks, Recreation and Buildings.

§ 7A-7. Bathing and swimming.

No person shall bathe, wade or swim in any waters, pools or lakes in any Town park playground, or recreation area or on Town land, except at such times and in such places designated or maintained as bathing areas and unless so covered with a bathing suit as to prevent indecent exposure of the person. No person shall dress or undress in any Town park, playground, recreation area, or park approach except in such places as may be designated or maintained for that purpose.

§ 7A-8. Horses and riders.

No person shall use, ride or drive a horse in any Town park, playground, or recreation area or on Town land under the jurisdiction of the Superintendent of Parks, Recreation and Buildings.

§ 7A-8.1. Model airplanes, boats and cars.

Model airplanes, boats, cars and other powered objects are prohibited and may not be used within the boundaries of any Town park or Town land, except within those areas designated or permit issued for said activity by the Superintendent of Parks, Recreation and Buildings.

§ 7A-8.2. Alcoholic beverages.

The consumption, possession, carrying or transport of alcoholic beverages is prohibited on any Town parkland, playground, recreation area, Town land, public way, sidewalks, streets, roads or highways as further outlined in Chapter 10, Drinking in Public, of the Orangetown Code, except within Town-owned golf courses, where there shall be no such prohibition, so long as the alcoholic beverages were procured from the Town-licensed operator of the food and beverage establishment located at the Town-owned golf course and in compliance with the said Town-licensed operator's New York State issued liquor license.

§ 7A-9. Speed of vehicles.

No person shall drive or cause to be driven along or over any road within any Town park, playground, recreation area, or Town land any vehicles at a speed in excess of 15 miles per hour, nor shall any person park and/or stand or cause to be parked any vehicle at any point where a sign prohibiting parking and/or standing has been erected. Properly registered motorcycles, motor-driven cycles, motor scooters and bicycles with motors attached are restricted to roadways and parking areas within the park boundaries. Nonregistered motor vehicles, including motorcycles, all-terrain vehicles (ATVs), etc., are not permitted on Town park property, Town recreation areas or Town lands.

§ 7A-10. Camping.

A. Permit.

- (1) Except where otherwise permitted, no person or group of persons shall camp in any Town park, playground, or recreation area or on Town land other than in such areas as the Superintendent of Parks, Recreation and Buildings, or his authorized representative, may permit from time to time, between the hours of 8:00 p.m. and 8:00 a.m., and only after a permit therefor has been issued at least 48 hours in advance by the Superintendent of Parks, Recreation and Buildings or his authorized representative. A camping permit may be canceled at any time, with or without cause, by an authorized representative of the Department of Parks, Recreation and Buildings or of the Police Department of the Town of Orangetown. A copy of the camping permit shall be filed by the camper at the office of the Police Department of the Town of Orangetown prior to the date and time the permit becomes effective.

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- (2) Where a permit has been canceled or denied hereunder, the applicant may apply to the Town Board for such permit or reinstatement thereof. After a public hearing thereon, at which time the applicant shall have an opportunity to be heard, the Town Board shall determine if the permit shall be issued or be reinstated. The Town Board shall fix a reasonable date and time for the public hearing and give public notice of such hearing by publication in the official newspaper of the Town at least 10 days prior to the date of the hearing thereof, which costs of sending or publishing of such notices shall be borne by the applicant and paid to the Town prior to the public hearing. A review of any denial thereof may be had by the applicant pursuant to Article 78 of New York's Civil Practice Law and Rules.
- B. All Town parks, playgrounds, recreation areas and Town lands shall be closed to the public at nighttime (i.e., between sunset and sunrise), except as otherwise permitted by the Superintendent of Parks, Recreation and Buildings.

§ 7A-11. Public meetings; parades or processions.

- A. Except as herein provided, all existing laws, rules and regulations concerning public roads and highways shall remain in full force and effect.
- B. Permit.
 - (1) No parade, procession or other gathering shall be held on any Town parkland, playground, recreation area, or Town property without a permit therefor having been issued at least 48 hours in advance by the Superintendent of Parks, Recreation and Buildings or his authorized representative. Such permit may be canceled at any time, with or without cause, by the Superintendent of Parks, Recreation and Buildings or his duly authorized representative or by the Chief of Police of the Town of Orangetown or his duly authorized representative.
 - (2) Where a permit has been canceled or denied hereunder, the applicant may apply to the Town Board for such permit or reinstatement thereof. After a public hearing thereon, at which time the applicant shall have an opportunity to be heard, the Town Board shall determine whether or not such permit shall be issued or be reinstated. The Town Board shall fix a reasonable date and time for the public hearing and give public notice of such hearing by publication in the official newspaper of the Town at least 10 days prior to the date of the hearing thereof, which costs of sending or publishing of such notices shall be borne by the applicant and paid to the Town prior to the public hearing. A review of the denial thereof may be had by the applicant pursuant to Article 78 of New York's Civil Practice Law and Rules.
 - (3) No parade, procession or other gathering shall be held on any public way, sidewalk, street, road or highway without a permit therefor having been issued at least 48 hours in advance by the Superintendent of Highways or his authorized representative. Such permit may be canceled at any time, with or without cause, by the Superintendent of Highways, his authorized representative, or the Chief of Police of the Town of Orangetown or his duly authorized representative.
- C. A copy of such permit, together with a statement or chart showing the route of such parade or procession or location of such gathering, must be filed by the licensee or its or his representative at the office of the Police Department of the Town of Orangetown at least 24 hours in advance of the date and time of such parade, procession or gathering.
- D. Any permit required by § 7A-11B(1) shall be subject to such special rules established by the Superintendent of Parks, Recreation and Buildings and the Chief of Police as hereinafter set forth, and any permit required for public ways, sidewalks, streets, roads or highways shall be subject to such special rules as established by the Superintendent of Highways.

§ 7A-12. Special group activities; hawking and peddling; park improvements.

- A. No meetings, assemblies, demonstrations, exhibitions, parades, racing, organized picnics or outings shall be conducted in Town parks, playgrounds or recreation areas or on Town lands without a permit first being obtained from the Superintendent of Parks, Recreation and Buildings, or his duly authorized representative, at least 48 hours prior to such activity and a copy of such permit filed by the holder of the permit with the Police Department of the Town of Orangetown prior to the time the permit becomes effective. Such permit may be canceled at any time, with or without cause, by the Superintendent of Parks, Recreation and Buildings or his duly authorized representative or by the Chief of Police of the Town of Orangetown or his duly authorized representative.
- B. No meetings, assemblies, demonstrations, exhibitions, parades, racing or organized outings shall be conducted on sidewalks, streets, roads and highways without a license therefor first being obtained

113

from the Superintendent of Highways, or his duly authorized representative, at least 48 hours prior to such activity and a copy of such license filed by the licensee with the Police Department of the Town of Orangetown prior to the time the license becomes effective. Such permit may be canceled at any time, with or without cause, by the Superintendent of Highways or by the Chief of Police of the Town of Orangetown or his duly authorized representative.

- C. No person, corporation, organization, group, association, business entity or firm shall, in any Town park, recreation or playground areas:
 - (1) Offer for sale or distribution any merchandise, goods, wares, foods, beverages, fare, articles or other things (hereinafter "goods or fare"), nor station or place any stand, stall, booth, tent, cart or vehicle for the transportation, sale, distribution or display of any such goods or fare, except with the permission and authorization of the Superintendent of Parks, Recreation and Buildings, by application and permit as hereinafter provided.
 - (2) Announce, advertise, promote or call the public's attention, in any way, to any goods or fare for sale or services for hire.
 - (3) Post, paste, fasten, paint, write, draw, carve, tack or affix any placard, bill, notice, sign, advertisement, or any writing whatsoever upon any structure, tree, stone, fence, thing or enclosure within any Town park, playground or recreation area or on any Town lands, highways or roads adjacent to any Town park, playground or recreation area or Town conservation area, except that the Department of Parks, Recreation and Buildings may place informational signs within such areas.
 - (4) Erect, install, set up, assemble or occupy any stand, stall, booth, tent, cart or other structure in any Town park, playground or recreation area, or sell, vend, purvey, give away, offer for free or provide complimentary any goods or fare from any such stand, stall, booth, tent, cart or other structure, without the prior written permission of the Department of Parks, Recreation and Buildings.
- D. Erection or installation of permanent facilities, buildings or structures; modification, alteration or renovation of existing facilities, buildings or structures; the planting or installation of trees, shrubberies, bushes, landscaping, ground cover or sod; or any other construction, building, renovation, landscaping or similar land improvement activity (hereinafter referred to as "park improvements"), with permanent or lasting impact on a Town park, playground or recreation area, is allowable only by permit, with the following restrictions:
 - (1) All park improvements shall be considered with a view toward future development plans for the affected area and in view of the comprehensive/Master Plan of the Town of Orangetown.
 - (2) Park improvements shall conform to all Town, county, state, federal and other applicable and governing codes, laws, statutes, rules and regulations.
 - (3) All plans for park improvements shall be reviewed by the Town's Park Development Advisory Committee, the Town's Youth Recreation Assessment Advisory Committee, and the Superintendent of Parks, Recreation and Buildings for their consideration and comment. Final consideration and approval shall be rendered by the Town Board.
 - (4) Since all Town parks, playgrounds, recreation areas and Town lands are municipal property and are maintained for the use and enjoyment of all residents, it shall be impermissible for any person, corporation, organization, group, association, business entity or firm to erect, install, use, utilize, operate, control, occupy or maintain any facility, building or structure for its restricted or exclusive use, operation, control, utilization or occupancy.
 - (5) All park improvements shall become the property of the Town and shall be owned in title to and under the control and authority of the Department of Parks, Recreation and Buildings. In the event a private corporation, organization, group, association, business entity, firm or individual (hereinafter "donor") wishes to make substantial park improvements, arrangements may be established so as to grant priority in scheduling the use, utilization and operation of those park improvements. The terms and provisions for priority scheduling shall be agreed to in writing prior to the commencement of any park improvements.

§ 7A-13. Registration and admission to certain Town parks, generally.

[Added 7-19-2016 by L.L. No. 6-2016^[1]]

A. Purpose and Intent.

- (1)

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The Town's system of parks and park improvements exist for the benefit of the public at large, yet, presently, is financed primarily by the Town's taxpaying residents and organized fee-paying groups, without contribution by others having equal access.

- (2) The purpose of this section is to assist the Town's Department of Parks and Recreation to meet its mission "to deliver leisure time opportunities through safe, well-organized and affordable programs and a comprehensive network of parks, trails and open spaces to promote the mental, physical and social well-being of our residents," through the implementation of a fair and equitable use and fee policy that recognizes both the limited facilities available for use and the cost of maintaining and improving those facilities.
- (3) The fee policy established by this section will enable the Town to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible. The fees provided hereby will be used to supplement, not replace, other resources available to the Department of Parks and Recreation, all with a view toward meeting the Town's responsibility to provide public open space and leisure opportunities rightfully expected by the Town's taxpaying residents.

B. Access to Town parks.

- (1) Access to Town-owned and -operated parks is limited to verified Town residents and registered nonresidents, except where an exemption has been noted. All visitors to Town parks should be prepared to show proof of residency or proof of having purchased a nonresident pass from the duly appointed authority. Athletic fields at all Town-owned park facilities are governed by the field use policy; nonresident use of these areas is accounted for under this policy, provided a field permit has been issued or other written agreement is in place. Accordingly, no charge shall be made for any person using a Town-owned athletic field pursuant to the field use policy.
- (2) Parks and Recreation Department-sponsored programs are primarily for Town residents. Nonresident access is at the discretion of the Superintendent of Parks and Recreation and his/her designated representative.
- (3) Nonresidents are permitted access to Town-owned and/or -maintained park facilities, provided that they are in the company of a verified resident.
- (4) Nonresident passes can be purchased through the Parks and Recreation Department at the applicable fee as outlined in the Parks and Recreation Department fee schedule below, or as amended by resolution of the Town Board:
 - (a) Areas subject to the within section are the following:
 - [1] Veterans Memorial Park.
 - [2] Independence Park.
 - [3] Pilgrim Court.
 - [4] Stoughton Park.
 - [5] Tappan Park.
 - [6] Cherry Brook.
 - (b) Partially exempted areas.
 - [1] Sparkill Memorial Park; Depot Square parking area and Veterans Memorial area are exempt.
 - [2] Athletic fields when use is permitted under field use policy.
 - (c) Fully exempt areas.
 - [1] All Town-recognized memorial areas.
 - [2] Nike Park.
 - [3] Tackamac Park.
 - [4] JB Clarke Rail Trail.
 - [5] Braunsdorf Park.
 - [6] Borst Park.
 - [7] All undeveloped/partially developed areas not otherwise listed in this section.

#3

Nonresident Annual Park Access Fees

Fee Category	Annual Fee	Daily Fee
Nonresident	\$250	\$25
Senior (65 and over)	\$150	\$15
Young Adult (age 12-18)	\$165	\$16
Child (11 and under)	\$150	\$15
Veterans	No charge	No charge

[1] *Editor's Note: This local law also renumbered former §§ 7A-13 through 7A-7 as §§ 7A-14 through 7A-18, respectively.*

§ 7A-14. Special rules; permits; permit fees; administration and enforcement.

- A. In addition to the general rules of conduct within Town parks, playgrounds, recreation areas, Town lands, public ways, sidewalks, streets, roads or highways herein set forth, special rules and regulations may be promulgated and amended from time to time by the Superintendent of Parks, Recreation and Buildings, the Superintendent of Highways and/or the Chief of Police, as provided in this chapter, subject to the approval of the Town Board. In addition, the Town park system contains a number of specialty areas, including, but not limited to, hike/bike trails, tennis courts, the picnic pavilion and athletic fields, each requiring specific rules and regulations concerning proper and appropriate use and utilization of those individual facilities. This chapter shall in no way restrict the Superintendent from formulating, posting and enforcing rules and regulations for those specific areas, in addition to the general proscriptions in this chapter.
- B. Permits are available from the Superintendent for the following:
- (1) Reservations of group-use facilities: ball fields, basketball and tennis courts, picnic pavilion or area, multipurpose fields, and any other facilities that may be constructed, built, installed or erected.
 - (2) Erection, installation or construction of temporary or permanent buildings or structures.
 - (3) Modification, alteration or renovation of existing facilities, buildings or structures.
 - (4) Use, utilization or operation of special equipment, such as, for example, generators, public address or sound systems, and other mechanized or electronic apparatus.
 - (5) The posting of placards, bills, notices, signs, advertisements, and other commercial uses, as defined in this chapter.
 - (6) The planting or installation of trees, shrubberies, bushes, landscaping, ground cover or sod.
- C. Fees for permits shall be determined and approved by the Town Board.
- D. A complete copy of the rules and regulations as described in this chapter shall be provided to each applicant with his/her/their/its approved permit.
- E. The issuance of a permit does not exempt any person, corporation, organization, group, association, business entity or firm from any of the rules or regulations as set forth in this chapter.
- F. The issuance of a permit shall not imply, suggest, guarantee or ensure that the Superintendent cannot close or shut down a Town park, playground, recreation area or facility that becomes hazardous, dangerous or unsafe for public use, utilization or operation due to inclement weather, fire, water, construction or other adverse conditions.
- G. The Superintendent of Parks, Recreation and Buildings and/or the Town Supervisor, or his/her designee, shall administer and enforce the provisions of this chapter, including the establishment and collection of fees, preparation of permit application forms, review of permit applications, issuance and revocation of permits, promulgation and enforcement of rules and regulations to implement the provisions of this chapter, and all other decisions and determinations relating thereto. When the activities, behavior or conduct of any person, corporation, organization, group, association, business entity or firm is determined to be in violation of this chapter or the rules and regulations promulgated under the authority of this chapter or is determined not to be in the best interests of the Town park, playground or recreation area, or when such acts are deemed to be disruptive to the surrounding neighborhood, or when such activities, behavior or conduct affects other people or private or public property, the Town of Orangetown Police or the Superintendent of Parks, Recreation and Buildings, or his agent assigned to such area or program, shall have the authority to cause such activities, behavior or conduct to cease and be terminated or to expel the perpetrators of such activities, behavior or conduct from the area or to have the Orangetown Police arrest and detain the perpetrators or to file a complaint for the violation of this chapter.

#3

§ 7A-15. Penalties for offenses.

- A. Any violations by a person, organization, group, association, business entity, firm or corporation of any provision of this chapter shall be deemed a violation punishable by a fine not to exceed \$1,000 or imprisonment for a period not to exceed 14 days, or both such fine and imprisonment.
- B. Any person, organization, group, association, business entity, firm or corporation which takes part in or assists in any violation of this chapter shall also be subject to the penalties provided herein.
- C. Each day that a violation of this chapter is committed or is permitted to exist or to continue shall constitute a separate offense.

§ 7A-16. Severability.

The declaration of any portion of this chapter, by a court of competent jurisdiction, to be invalid shall not invalidate the entire chapter but only that part thereof so declared to be invalid, and the remainder of said chapter shall remain in full force and effect.

§ 7A-17. Section titles.

Any title enumerated under this chapter is for organization purposes and convenience only and shall not be deemed part of the text of this chapter.

§ 7A-18. When effective.

This chapter shall take effect immediately upon filing in the Office of the Secretary of State in accordance with § 27 of the Municipal Home Rule Law.

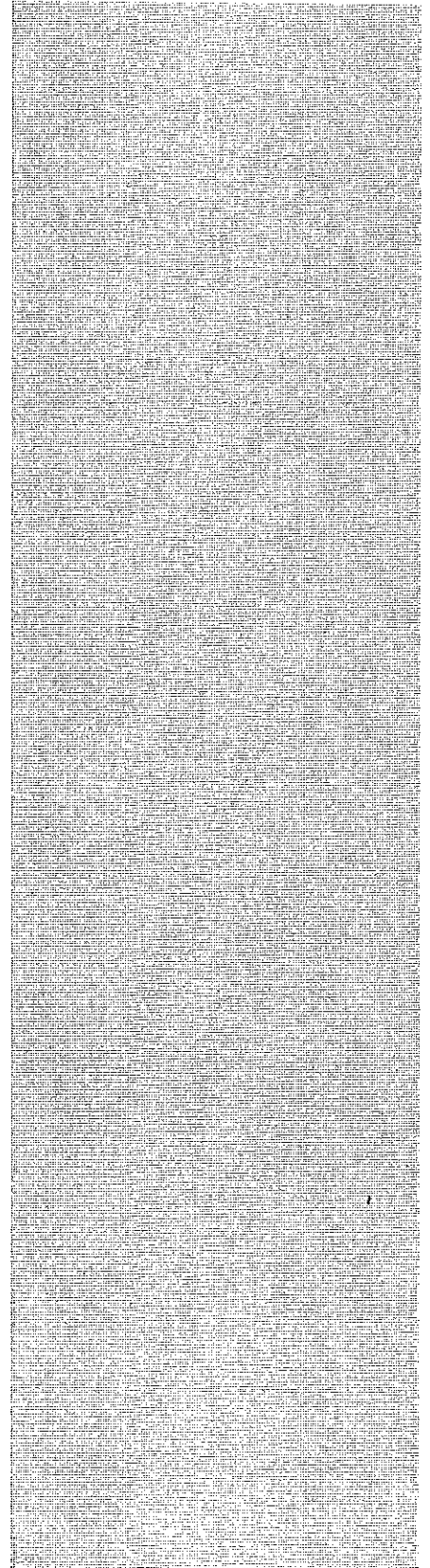
#4

**TOWN OF ORANGETOWN
ROCKLAND COUNTY, NEW YORK**

REQUEST FOR COMPETITIVE BIDS

**Initial Maintenance and Energy Efficiency Conversion
And
Follow-up Warranty and Maintenance Services
for Municipal Street Lighting System**

August 2016



#6

43339-2-34

At a regular meeting of the Town Board of the Town of Orangetown, Rockland County, New York, held at the Town Hall, 26 Orangeburg Road, in Orangetown, New York, on December 13, 2016 at _____ o'clock P .M., Prevailing Time.

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

PRESENT:

ABSENT:

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

#6

CERTIFICATION FORM

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

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

1. That a meeting of the Issuer was duly called, held and conducted on the 13th day of December, 2016.
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 December, 2016.

#16

Town Clerk

(CORPORATE SEAL)

#6

GUARANTEE
OF
\$ _____ ORANGETOWN HOUSING AUTHORITY
SENIOR CITIZENS HOUSING REVENUE BONDS, 2017

GUARANTEE, dated as of the date of issue of the Bonds hereafter described, made pursuant to Section 95 of the New York Public Housing Law and a resolution of the Town Board of the Town of Orangetown, Rockland County, New York, duly adopted pursuant thereto on December 13, 2016 by the Town Board of said Town, acting by and through its Supervisor as provided in said resolution, relating to \$ _____ SENIOR CITIZENS HOUSING REVENUE BONDS, 2017, dated _____, 2017 (the "Bonds") of the Town of Orangetown Housing Authority (the "Authority").

The Town of Orangetown, Rockland County, New York (the "Town"), hereby irrevocably and unconditionally agrees to pay to the registered owners of the Bonds (the "Registered Owners") any payment of principal of and interest, or only interest, as the case may be, due and payable on the Bonds ("Debt Service") which shall be unpaid because of Nonpayment (as defined below) by paying, or causing to be paid, to the Fiscal Agent (as defined below) Debt Service on the Bonds in the manner described below, except in those circumstances herein described in which any payment of Debt Service will be made directly to the Registered Owners; provided, however, that in no event shall the aggregate total of all payments of Debt Service made by the Town hereunder exceed the actual amount which shall become due for the payment of Debt Service but shall be unpaid because of Nonpayment (as defined below).

The Town, in recognition of its irrevocable and unconditional agreement to pay Debt Service, hereby waives its rights to any defenses that may limit or alter its obligations under this Guarantee and agrees that the obligations of the Town under this Guarantee will not be released, reduced or discharged in the event the obligation of the Authority to pay Debt Service becomes unenforceable or upon the bankruptcy of the Authority. The Town further agrees that it will not be entitled to subrogation rights until the Bonds is paid in full.

"Nonpayment" means: (a) failure of the Authority to pay, or cause to be paid, Debt Service on the Bonds to the fiscal agent for the Bonds, appointed pursuant to the Resolution of the Authority dated _____, 2017 (the "Fiscal Agent"), at least five Business Days (as defined below) prior to the date on which Debt Service on the Bonds is due and payable (the "Debt Service Payment Date") and which payment failure by the Authority shall be continuing on the date two Business Days (as defined below) following receipt by the Town from the Fiscal Agent of a Notice of Nonpayment (as defined below) or (b) the avoidance and recovery of any payment of principal of or of interest on the Bonds from the Fiscal Agent or the Registered Owners by a trustee in bankruptcy, debtor or debtor in possession, as the case may be, or any person or entity acting on their behalf, as a preferential transfer under section 547 of the title 11 of the United States Code or any successor Federal Bankruptcy law governing the avoidance of preferential transfers, pursuant to a final court order, which is not or no longer subject to appeal or rehearing.

Except in the circumstances described below, payments under this Guarantee shall be made by the Town in immediately available funds, to the Fiscal Agent, not later than two Business Days (as defined below) following receipt by the Town from the Fiscal Agent of notice in the form and given in the manner specified below (a "Notice of Nonpayment"). "Business Day" means any day other than a Saturday, Sunday or a day on which the offices of the Fiscal Agent or the Town are authorized by law to remain closed.

A Notice of Nonpayment:

(a) in the event of a failure by the Fiscal Agent to have received from the Authority moneys sufficient for the payment of Debt Service at least five Business Days prior to any Debt Service Payment date

- (i) shall be mailed by express mail, next day delivery, or sent by overnight service or courier not less than four Business Days prior to the Debt Service Payment Date to which it pertains, and
- (ii) shall state that the Fiscal Agent has not received from the Authority or any other source or party at least five Business Days prior to such Debt Service Payment Date an amount or amounts sufficient for the payment on such Debt Service Payment Date of Debt Service payable on the Bonds, or

(b) in the event that funds shall have been paid to the Fiscal Agent as provided herein for the payment of Debt Service on the Bonds on any Debt Service Payment Date, and either (x) the Fiscal Agent is precluded from making payment with such funds by actions of a trustee in bankruptcy, debtor or debtor in possession, as the case may be, or any person or entity acting on their behalf, pursuant to a final court order, which is not or no longer subject to appeal or rehearing or (y) there occurs an avoidance and recovery by any such trustee in bankruptcy, debtor or debtor in possession, as the case may be, or any person or entity acting on their behalf, pursuant to a final court order, which is not or no longer subject to appeal or rehearing of any Debt Service Payment on the Bonds from the Fiscal Agent or the Registered Owners of the Bonds

- (i) shall be mailed by express mail, next day delivery, sent by overnight services or courier as soon as practicable,
- (ii) shall state which of such contingencies shall have occurred, and
- (iii) shall be accompanied by a duplicate original or certified copy of the order or instrument received by the Fiscal Agent barring such payment or requiring such repayment and, in the case of such repayment, by evidence satisfactory to the Town that such repayment has been made.

A Notice of Nonpayment shall, in either event, be in writing, shall be executed by a duly authorized officer or employee of the Fiscal Agent, and shall set forth (i) the Debt Service Payment Date to which such notice pertains, (ii) the aggregate amount of Debt Service to be paid on said Debt Service Payment Date, (iii) the amount, if any, received by the Fiscal Agent from the Authority or any other source with respect thereto or otherwise available therefor, and (iv) the amount to be paid by the Town hereunder.

A Notice of Nonpayment shall be deemed to be received by the Town upon delivery thereto to the Supervisor at the address set forth below if such delivery is made on a Business Day between the hours 9:00 a.m. and 4:00 p.m.; if delivery is made at any other time, then receipt shall be deemed to occur on the Business Day next following such receipt between the hours of 9:00 a.m. and 4:00 p.m.

Notices of Nonpayment and any other communications with respect to this Guarantee shall be to the following address:

Town of Orangetown
Town Hall
26 Orangeburg Road
Orangetown, New York 10962
Attention: Supervisor

The Town shall not be responsible under this Guarantee for the payment on any Debt Service Payment Date of any amount exceeding the aggregate Debt Service due on the Bonds on such Debt Service Payment Date, and in no event shall the Town be responsible under this Guarantee for the payment of any amount which would cause the total amount drawn hereunder to exceed the limit hereinbefore provided.

#6

If a Nonpayment occurs more than 123 days after the final payment on the Bonds, payments by the Town under this Guarantee shall be made directly to the Registered Owner of each Bond affected thereby. Such payments will be made by the Town not more than two Business Days after delivery to the Town of a notice given in the manner set forth above for delivery of Notices of Nonpayment, setting forth details of the Nonpayment. Such notice shall be executed by each Registered Owner of each Bond or by their duly appointed agent or attorney, and shall be accompanied by evidence satisfactory to the Town that such Nonpayment has occurred, and shall specify the Debt Service Payment Date with respect to which it has occurred, the amount payable to such Registered Owner on such Debt Service Payment Date, the portion thereof which such Registered Owner has been required to repay and the amount requested to be paid by the Town hereunder on account thereof.

IN WITNESS WHEREOF, the Supervisor of the Town of Orangetown, Rockland County, New York has signed this Guarantee as of date first above written.

By _____

Supervisor



fifteenfortyseven
CRITICAL SYSTEMS REALTY

#7
1547
Reality

Service Order

Datacenter	Service Order
Ramland Holding, LLC 1 Ramland Rd Orangeburg, NY 10962	Service Order #156 Created by: Tad Szuwalski

Customer:

Town of Orangetown

Address:

26 Orangeburg Rd
Orangeburg, New York 10962

Service Details

Term: 36 months

Non-Recurring Charges

Name	Price	Qty	Subtotal
Cabinet & Power Installation	\$450.00	1	\$450.00
Cross-connect Installation	\$50.00	1	\$50.00

Subtotal \$500.00

Total Recurring \$500.00

Monthly Recurring Charges



fifteenfortyseven
CRITICAL SYSTEMS REALTY

Name	Price	Qty	Subtotal
Half-Cabinet Bundle 120v 20 amps A&B UPS & Generator Backed	\$450.00	1	\$450.00
Cross-connect Fee	\$100.00	1	\$100.00

Subtotal **\$550.00**

**Total Non
Recurring** **\$550.00**

#7

Kimberly Allen

From: Anthony Bevelacqua
Sent: Monday, December 05, 2016 2:59 PM
To: Kimberly Allen
Cc: Vicki Caramante; Denise Sullivan
Subject: IT Resolutions

RESOLUTION:

**TOWN AGREEMENT WITH
RAMLAND HOLDINGS, LLC AND
1547 CRITICAL SYSTEMS REALTY**

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a "True Lease" Agreement, on behalf of the Town of Orangetown, as proposed and written, with Ramland Holdings, Inc. and 1547 Critical Systems Realty for space containing a half-cabinet with generator backup at a colocation data center, as customized for the Town of Orangetown, for a lease term of THIRTY-SIX (36) MONTHS in the sum of FIVE HUNDRED FIFTY AND 00/100 (\$550.00) PER MONTH with an upfront one-time payment of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS for the cabinet and power installation with cross-connect installation.

AYES:
NOES:

RESOLUTION:

**NEW CIRCUIT/MODIFICATION OF
TOWN AGREEMENT WITH
FIBER TECHNOLOGIES NETWORKS, LLC**

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a SERVICE ORDER FORM (SO#2016-14315) on behalf of the Town of Orangetown pertaining to an Amendment of the "Master Facilities Agreement" dated June 15, 2015 with Fiber Technologies Networks, L.L.C., for a new circuit to the dark fiber network system consisting of ONE (1) route, as customized for the Town of Orangetown, for a lease term of FORTY-FOUR (44) MONTHS in the sum of SIX HUNDRED FIVE AND 00/100 (\$675.00) PER MONTH.

Anthony Bevelacqua
Director of Automated Systems | IT Department
Town of Orangetown | Orangetown Police
845 359 5100 x2216
845 580 1400 Direct

Customer Contact Detail

Company	Town of Orangetown		
Address & Contact	Address	26 W Orangeburg Rd	
	City, State	Orangeburg, NY	
	Phone	845-359-5100	Fax
Billing Address & Contact	Name	TOWN OF ORANGEBURG (12419)	
	Billing Address	26 Orangeburg Rd	
	City, State	Orangeburg	NY 10962
Technical Contact	Name	Anthony Bevelacqua	Primary Phone (845) 359-5100 extn. 2216
	E-mail	abevelacqua@orangetown.com	Alternate Phone

Services Detail

Dark Fiber	# Fibers	2	Route Miles	2.00	Fiber Miles	4.00
	Total MRC	\$675.00	Total NRC	\$0.00		
	Install Lead Time	60 Days				
Location 1	1 Ramland Rd, 1st Floor, Orangeburg, NY 10962					
Location 2	26 Orangeburg Rd, 2nd Floor, Orangeburg, NY 10962					

Order Summary

Pricing & Contract Terms	Salesperson	Joanne Piquion	Terms (Months)	44
	Client Service Mgr	Jennifer Falotico	Contact Email	abevelacqua@orangetown.com
	Order Contact	Anthony Bevelacqua		
			NRC*	MRC*
Dark Fiber			\$0.00	\$675.00
Total			\$0.00	\$675.00

*Pricing shown does not reflect applicable taxes and fees.

ORDER ACCEPTANCE

THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE BELOW. THIS SERVICE ORDER IS SUBJECT TO THE PROVISIONS OF THE MASTER SERVICE AGREEMENT BETWEEN CUSTOMER AND PROVIDER DATED _____ ("AGREEMENT"), WHICH IS INCORPORATED HEREIN BY REFERENCE. IN THE EVENT CUSTOMER AND PROVIDER HAVE NOT EXECUTED A SEPARATE WRITTEN AGREEMENT APPLICABLE TO THE TYPE OF SERVICE CONTEMPLATED BY THIS SERVICE ORDER, THEN THIS SERVICE ORDER WILL INSTEAD BE GOVERNED BY THE "LIGHTTOWER TERMS AND CONDITIONS OF SERVICE VERSION 1.0" AVAILABLE AT WWW.LIGHTTOWER.COM/CONTRACTS AND INCORPORATED HEREIN BY REFERENCE.

Customer		Provider	
	Town of Orangetown		Fiber Technologies Networks, LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

#10

November 16, 2016

James Dean
Superintendent of Highways
Town of Orangetown
119 Rt. 303
Orangeburg, NY 10962

Dear Jim,

Please accept this letter as formal notification that I am retiring from my position with the Town of Orangetown Highway Department. My last day of employment will be January 27, 2017.

Thank you for the opportunities for personal and professional development that you have provided me for the past thirty five years.

I have enjoyed working with you and appreciate the support provided me.

Regards,

A handwritten signature in black ink, appearing to read "Michael Catania", with a stylized flourish at the end.

Michael Catania

RECEIVED NOV 30 2016

SUPERVISOR #11

FLL

Paul J. Witte

Employee # 1710

November 22, 2016

Donna Morrison , Human Resources Coordinator
John Giardiello. Director OBZPAE

This letter is to inform you of my intentions to retire from my position as Code Enforcement Officer III with the Town of Orangetown after 30 ½ years of service.

My last day will be January 20, 2017 the retirement date effective January 21, 2017.

Respectfully,



Paul J. Witte

RECEIVED

DEC -1 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

#12

November 30, 2016

Mr. James J. Dean
Superintendent of Highways
119 Route 303
Orangeburg, NY 10962

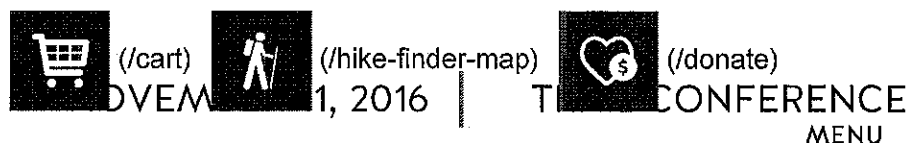
Dear Jim:

Please accept this letter as my formal notification that I am retiring from my position as MEO II with the Town of Orangetown Highway Department. My last day of employment will be January 27, 2017.

Very truly yours,

A handwritten signature in cursive script that reads "Michael C. Aamodt".

Michael C. Aamodt



Remembering Jakob Franke, Tireless Volunteer and Trails Advocate



Jakob Franke, a tireless
volunteer and
remarkable leader who
dedicated himself to the
Trail Conference's
mission for the better

part of a quarter century, died on Nov. 10. He was 75.

Jakob's influence extended beyond his passion for trails and trail lands to the volunteers he recruited with his friendly, welcoming attitude and infectious enthusiasm. He was awarded the Trail Conference's highest honor, the Raymond H. Torrey Award, just five days before his passing. His is a legacy that will impact outdoor recreationists for generations to come.



Beginning in 1992, when he helped construct the Shawangunk Ridge Trail, Jakob had been a tireless advocate, worker, and leader both on and off the trail. As chair of the Long Path South, he was active along that trail's entire length, interacting effectively with supervisors, maintainers, park managers, and other officials to further the goals of the Trail Conference. He organized events and work trips from the Shawangunks to the Palisades, taking on major projects.

The **Long Path (/book/long-path-guide-softcopy)** was Jakob's "baby," and his wife Gely was always right there with him, helping behind the

scenes. The pair even celebrated their wedding anniversary out on the trail. With smiles and goodwill, Jakob planned, organized, and managed a 9-mile reroute of the Long Path to get the trail off the road. Gely did trail work for the Phoenicia, N.Y., reroute and volunteered to be the camp cook, greeting the crew with meals upon their return to camp. Jakob and Gely were given the Trail Conference's Paul Leikin Extra Mile Award in 2014.

As chair of the Conservation Committee, Jakob worked to preserve and protect land for the future. He "walked the walk" when it came to **protecting the Palisades**

(<http://www.nynjtc.org/lg-palisades-update-june-2015>) from the proposed outsized construction of LG headquarters. He was a plaintiff in the lawsuit, a speaker at meetings, and went door-to-door to educate the public.

The loss of Jakob's unwavering advocacy and leadership is irreplaceable. He was a tremendous member of the Trail Conference family, and to merely say he will be missed does not do justice to the impact of his work with us.

Arrangements will be private but a memorial will be planned in the spring. There are no further details at this time, and the family has asked for privacy.