

**A G R E E M E N T**  
**By and Between the**  
**TOWN OF ORANGETOWN**  
**And**  
**THE BLAUVELT FREE LIBRARY**  
**For term January 1, 2018 to December 31, 2018**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the BLAUVELT FREE LIBRARY, a Free Association Library with its principal offices at 541 Western Highway, Blauvelt, New York 10913, hereinafter referred to as the "Library".

*W I T N E S S E T H :*

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Blauvelt in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on the **17<sup>th</sup> day of October, 2017 at 8:10 p.m.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

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

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", duly authorized a contract with the Blauvelt Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Blauvelt District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Blauvelt Free Library, party of the Second Part, and the Blauvelt Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Blauvelt Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. (a) The Library shall submit to the Town Supervisor, on or before **September 20th** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1<sup>st</sup>) Friday in September. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.

(b) The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.

2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.

3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.

4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department; and a copy shall be furnished to the Town Attorney's office.

5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its By-Laws and rules and regulations as the same may be amended from time to time.

6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED TWENTY THOUSAND THREE HUNDRED NINETY-TWO AND 00/100 (\$720,392.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2018, and terminates December 31, 2018.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

\_\_\_\_\_  
Charlotte Madigan, Town Clerk

By: \_\_\_\_\_  
Andrew Y. Stewart, Supervisor

(S E A L)

BLAUVELT FREE LIBRARY

By: \_\_\_\_\_  
John Lounibos, President, Board of Trustees

(S E A L)

ACKNOWLEDGMENT  
TOWN OF ORANGETOWN

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came Andrew Y. Stewart, to me known who being duly sworn, did depose and say that he resides in Rockland County, New York, that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the said corporation, and that he signed his name thereto by like order.

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NOTARY PUBLIC, STATE OF NEW YORK

ACKNOWLEDGMENT  
LIBRARY DISTRICT

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came John Lounibos, to me known who being by me duly sworn, did depose and say that he/she resides at Blauvelt, New York, that he/she is the President of the Board of Trustees of the Blauvelt Free Library, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he/she signed his/her name thereto by like order.

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NOTARY PUBLIC, STATE OF NEW YORK



**A G R E E M E N T**  
**By and Between**  
**THE TOWN OF ORANGETOWN**  
**And**  
**THE ORANGEBURG LIBRARY**  
**For term January 1, 2018 to December 31, 2018**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the ORANGEBURG LIBRARY, a Free Association Library with its principal offices at 20 So. Greenbush Road, Orangeburg, New York 10962, hereinafter referred to as the "Library".

*W I T N E S S E T H :*

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Orangeburg, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Orangeburg Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on the **17<sup>th</sup> day of October, 2017 at 8:10 p.m.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

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

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", duly authorized a contract with the Orangeburg Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Orangeburg District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Orangeburg Library, party of the Second Part, and the Orangeburg Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Orangeburg Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. (a) The Library shall submit to the Town Supervisor, on or before **September 20th** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1<sup>st</sup>) Friday in September. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.

(b) The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.

2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.

3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.

4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.

5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.

6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat, including costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SIX HUNDRED TWO THOUSAND SIX HUNDRED FIFTEEN AND 00/100

(\$602,615.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2018, and terminates December 31, 2018.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN

\_\_\_\_\_  
Charlotte Madigan, Town Clerk

By: \_\_\_\_\_  
Andrew Y. Stewart, Supervisor

(S E A L)

ORANGEBURG LIBRARY

By: \_\_\_\_\_  
Virginia Chiambalero, President  
Board of Trustees

(S E A L)

ACKNOWLEDGMENT  
TOWN OF ORANGETOWN

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came Andrew Y. Stewart, to me known who being duly sworn, did depose and say that he resides in Rockland County, New York, that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

ACKNOWLEDGMENT  
LIBRARY DISTRICT

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came Virginia Chiambalero, to me known who being by me duly sworn, did depose and say that he/she resides at Orangeburg, New York, that he/she is the President of the Board of Trustees of the Orangeburg Library, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

**A G R E E M E N T**  
**By and Between**  
**THE TOWN OF ORANGETOWN**  
**And**  
**THE PALISADES FREE LIBRARY**  
**For term January 1, 2018 to December 31, 2018**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the "Library".

*W I T N E S S E T H :*

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Palisades Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on the **17<sup>th</sup> day of October, 2017 at 8:10 p.m.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

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

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. (a) The Library shall submit to the Town Supervisor, on or before **September 20th** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1<sup>st</sup>) Friday in September. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.

(b) The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.

2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.

3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.

4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.

5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.

6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,00,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of THREE HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED

SIXTY-EIGHT AND 00/100 (\$381,768.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2018, and terminates December 31, 2018.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

\_\_\_\_\_  
Charlotte Madigan, Town Clerk

By: \_\_\_\_\_  
Andrew Y. Stewart, Supervisor

(S E A L)

PALISADES FREE LIBRARY DISTRICT

By: \_\_\_\_\_  
Helena Power, President, Board of Trustees

(S E A L)

ACKNOWLEDGMENT  
TOWN OF ORANGETOWN

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Andrew Y. Stewart, to me known who being duly sworn, did depose and say that he resides in Nyack, New York, that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

ACKNOWLEDGMENT  
LIBRARY DISTRICT

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Helena Power, to me known, who being by me duly sworn, did depose and say that he/she resides at Palisades, New York, that he/she is the President of the Board of Trustees of the Palisades Free Library, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK



**A G R E E M E N T**  
**By and Between**  
**THE TOWN OF ORANGETOWN**  
**And**  
**THE TAPPAN FREE LIBRARY**  
**For term January 1, 2018 to December 31, 2018**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the TAPPAN FREE LIBRARY, a Free Association Library with its principal offices at 93 Main Street, Tappan, New York 10983, hereinafter referred to as the "Library".

*W I T N E S S E T H :*

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Tappan, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Tappan Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on the **17<sup>th</sup> day of October, 2017 at 8:10 p.m.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

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

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", duly authorized a contract with the Tappan Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Tappan District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Tappan Free Library, party of the Second Part, and the Tappan Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Tappan Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. (a) The Library shall submit to the Town Supervisor, on or before **September 20th** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1<sup>st</sup>) Friday in September. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.

(b) The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.

2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.

3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.

4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.

5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.

6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED TEN AND 00/100 (\$723,410.00) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2018, and terminates December 31, 2018.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

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

By: \_\_\_\_\_  
Andrew Y. Stewart, Supervisor

(S E A L)

TAPPAN FREE LIBRARY DISTRICT

By: \_\_\_\_\_  
Raleigh Tozer, President, Board of Trustees

(S E A L)

ACKNOWLEDGMENT  
TOWN OF ORANGETOWN

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Andrew Y. Stewart, to me known who being duly sworn, did depose and say that he resides in Nyack, New York, that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

ACKNOWLEDGMENT  
LIBRARY DISTRICT

STATE OF NEW YORK    )  
  : ss  
COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Raleigh Tozer, to me known who being by me duly sworn, did depose and say that he/she resides at Tappan, New York, New York, that he/she is the President of the Board of Trustees of the Tappan Free Library, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF NEW YORK

## Vicki Caramante

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**From:** vcaramante@orangetown.com  
**Sent:** Wednesday, November 8, 2017 11:27 AM  
**To:** Kimberly Allen  
**Subject:** FW: Orangetown Substance Abuse Committee

Kim – did you say you have this appointment for the agenda?

Thanks,  
Vicki

---

**From:** Joanne Goodman [REDACTED]  
**Sent:** Wednesday, Octo  
**To:** Andy Stewart  
**Subject:** [Junk released by User action] Orangetown Substance Abuse Committee

Dear Supervisor Stewart,

I am writing to request that Mr. Ronald Garzia, a CANDLE educator, be appointed to complete the term vacated by Jim Andrews on the Orangetown Substance Abuse Committee. Mr. Garzia is a newly-retired teacher from the East Ramapo Central School District and the parent of two Tappan Zee High School graduates. He is a resident of Orangetown. Ron has spoken with the chair of the committee, Vicki Shaw, and will be meeting with her shortly.

We feel sure that Ron is a good candidate for the committee as well as for the role of coordinator at the CANDLE Center.

We respectfully ask that Mr. Garzia be offered the opportunity to be appointed to a full term on the committee at the start of the new year. He can be reached at:

**rgarzia@candlerockland.org**

Please let me know if you need additional information.

With kindest regards,

Joanne Goodman

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*Joanne Goodman, Executive Director*



120 North Main Street, Suite 301  
New City, New York 10956  
845-634-6677 ext. 11  
[www.candlerockland.org](http://www.candlerockland.org)

*Inspiring brighter tomorrows through positive choices today*

**PLANNING BOARD  
TOWN OF ORANGETOWN**

TO: Robert V. Magrino *Cheryl Cooper*  
Deputy Town Attorney

FROM: Cheryl Coopersmith  
Chief Clerk, Boards and Commissions

DATE: October 26, 2017

RE: Recommendation for the Release of the Performance Bond  
The Pointe at Lake Tappan Site Plan  
Section 73.10, Block 1, Lots 4, 5, & 6; OP & PAC zoning districts

Please take the appropriate steps to place this item on the Town Board Agenda.

Thank you.

Attachment



**PB #17-56: the Pointe at Lake Tappan Site Plan  
Recommendation to the Town Board  
to Release the Performance Bond**

**Town of Orangetown Planning Board Decision  
October 25, 2017  
Page 1 of 2**

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

**RE: The Pointe at Lake Tappan Site Plan:** The application of Donald Brenner, applicant for a “**Recommendation to the Town Board to Release the Performance Bond for the Pointe at Lake Tappan Site Plan**”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located on the South Side of Veterans Memorial Drive, East of the existing Blue Hill Office Complex and West of Blue Hill South Drive, Pearl River, Town of Orangetown, Rockland County, New York and as shown on the Orangetown Tax Map; Section 73.10, Block 1, Lots 4, 5, & 6 (partial); OP and PAC zoning districts.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, October 25, 2017**, at which time the Board made the following determinations:

Donald Brenner appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated October 18, 2017.
2. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., A.I.A., Director, dated October 25, 2017.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by James Dean, Superintendent of Highways dated October 17, 2017 and Joseph Moran, Commissioner, dated August 28, 2017.

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

**RECOMMENDATION:** In view of the foregoing, the Planning Board **Recommended to the Town of Orangetown Town Board to Release the Performance Bond.**

**PB #17-56: the Pointe at Lake Tappan Site Plan:  
Recommendation to the Town Board  
to Release the Performance Bond**

**Town of Orangetown Planning Board Decision  
October 25, 2017  
Page 2 of 2**

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

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

**Dated: October 25, 2017  
Cheryl Coopersmith  
Chief Clerk Boards and Commissions  
Town of Orangetown Planning Board**



**TO: Town of Orangetown Planning Board**  
**RE: Meeting of October 25, 2017**

**U.S. Information Systems Project Site Plan**  
Final Site Plan Review  
25 Ramland Road, Orangeburg  
73.20/1/26; LIO zoning district

**PB #17-51**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**Orangetown Plaza Internal Commercial Subdivision Plan**  
Prepreliminary/ Preliminary/ Final subdivision Plan  
And SEQRA Review  
37 Route 303, Tappan  
77.15-1-34; CS zoning district

**PB #17-55**

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Attendees: J. Slavin, M. Bettmann

 **The Pointe at Lake Tappan Site Plan**  
**Performance Bond Release**

**PB #17-56**

Recommendation to the Town Board to Release the Performance Bond  
South Side of Veterans Memorial Drive, East of the existing Blue Hill Office  
Complex and West of Blue Hill South Drive, Pearl River  
73.10/1/4, 5, & 6 (partial); OP & PAC zoning districts

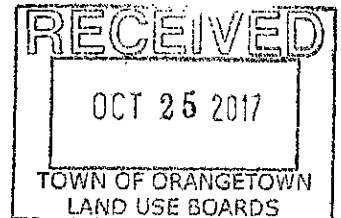
**OFFICE OF BUILDING, ZONING AND PLANNING  
ADMINISTRATION AND ENFORCEMENT  
TOWN OF ORANGETOWN  
MEMORANDUM**

Date: October 25, 2017

To: Cheryl Coopersmith, Chief Clerk  
Planning Board

From: Jane Slavin, RA.,  
Director O.B.Z.P.A.E.

Subject: **The Pointe At Lake Tappan Site Plan Performance Bond Release**  
Recommendation to the Town Board  
To release the Performance Bond  
South side of Veterans Memorial Drive,  
East of the existing Blue Hill Office Complex and  
West of Blue Hill South Drive, Pearl River  
73.10/1/4,5 &6 (partial); OP&PAC zoning districts



Submission Reviewed:

No further comments.

JS  
10/25/2017

A handwritten signature in black ink, appearing to be the initials "JS" with a stylized flourish.



**Department of Environmental Management and Engineering  
Town of Orangetown**

REC'D

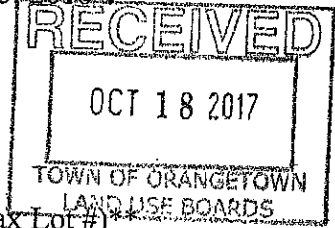
127 Route 303 Orangetown New York 10962  
Tel: (845) 359-6502 • Fax: (845) 359-6951

AUG 28 2017

August 25, 2017

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

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



(YY-MM-Tax Lot #)

**Re: The Pointe at Lake Tappan Site Plan  
Performance Bond Release**

**Tracking # 15-04-73.10:1:4,5,6  
Bond Amount \$ 1,789,474.50**

Gentlemen:

Please be advised that all of the requirements of our respective Departments have been completed/ satisfied and we therefore recommend the release of the Performance Bond for the above referenced project.

Department

Signature

Date

Engineering Department

Joseph Moran, P.E.  
Commissioner

8/28/17

Highway Department

James J. Dean,  
Superintendent

10-17-17

*The Highway Dept has not performed inspections of the proposed private roads*

Sewer Department

Joseph Moran, P.E.  
Commissioner

8/28/17

cc: Town Attorney  
J. Giardiello  
C. Madigan  
Highway file  
Sewer file

\* Copies of completed form to be sent to all signees'  
\*\* Year and month are from Planning Board decision establishing Performance Bond, tax lot # is of site prior to subdivision of lot.

June 2005

**FW: Resignation**

James Brown

**Sent:** Tuesday, October 24, 2017 8:45 AM

**To:** Mary Anselmi

**From:** Ken Tomeo

**Sent:** Wednesday, October 18, 2017 6:28 AM

**To:** Kevin Nulty

**Cc:** Donald Butterworth; James Brown; Anthony Palazolo

**Subject:** Resignation

Chief Kevin Nulty  
Orangetown Police Department

Dear Chief,

This letter is to inform you of my intention of resigning from the position of Parking Enforcement Supervisor effective November 2, 2017. My last day of work will be Wednesday November 1st 2017. My decision in this matter is final.

Sincerely,

Kenneth M. Tomeo

**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

Orangetown Representative:  
R.C. Soil and Water Conservation Dist.-Chairman  
Stormwater Consortium of Rockland County  
Rockland County Water Quality Committee



**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**  
119 Route 303 · Orangeburg, NY 10962  
(845) 359-6500 · Fax (845) 359-6062  
E-Mail – [highwaydept@orangetown.com](mailto:highwaydept@orangetown.com)

Affiliations:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

## INTEROFFICE MEMO

DATE: November 9, 2017

TO: Town Board

CC: Andy Stewart, Supervisor  
Charlotte Madigan, Town Clerk  
Teresa Pugh, Deputy Town Clerk

FROM: James J. Dean, Superintendent of Highways

RE: Installation of two (2) Bus Shelters located at 230 Route 340, Sparkill (in front of Venture )

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Please place the following item on the next Town Board Workshop Agenda:

RESOLVED, that the Town of Orangetown, Town Board hereby authorizes The County Department of Public Transportation to install 2 new bus shelters at 230 Route 340, Sparkill in front of Venture.

BE IT FURTHER RESOLVED, that the Town of Orangetown will provide normal maintenance of these new bus shelters (snow removal, garbage pick-up, and cleaning). The Town of Orangetown will continue to maintain all the County Bus Shelters throughout the Town (snow removal, garbage pick-up, and cleaning).





**AGREEMENT  
BETWEEN**

**TOWN OF ORANGETOWN, NEW YORK  
(OWNER)**

**AND**

---

**GHD CONSULTING SERVICES INC.**

**FOR  
SERVICES  
FOR**

**ENGINEERING REPORT WASTEWATER TREATMENT  
EFFLUENT DISCHARGES**

**(PROJECT)**

**GHD Reference Number 11144111**

**November 3, 2017**



**GHD – USA**  
**Services Agreement**

**General Details:**

Project Name	Engineering Report Wastewater Treatment Effluent Discharges
The Project is	Ammonia Removal Study
"OWNER" and the "Client" means	Town of Orangetown Department of Environmental Management and Engineering 127 Route 303 Orangeburg, NY 10962
OWNER's Designated Representative(s) is	Joseph Moran, PE, Commissioner Tel: 845.359.6502 Email: <a href="mailto:jmoran@orangetown.com">jmoran@orangetown.com</a>
OWNER's Authorized Signer is	Joseph Moran, PE, Commissioner
"GHD" means	GHD Consulting Services Inc. One Remington Park Drive Cazenovia, NY 13035
GHD's Designated Representative is	Charles Prior, PE, Project Manager Tel: .315.679.5736 Email: <a href="mailto:charles.prior@ghd.com">charles.prior@ghd.com</a>
GHD's Authorized Signer is	Robert Butterworth, PE, Vice President Tel: 315.679.5800 Email: <a href="mailto:robert.butterworth@ghd.com">robert.butterworth@ghd.com</a>

**Services:**

Study Phase, as further defined in Exhibit A.

**Fees:**

\$21,300, as further defined in Exhibit A.

**Period of Service:**

Effective Date of this Agreement: November 3, 2017  
 All phase(s) will be completed within 75 calendar days of authorization by OWNER.

**Additional Exhibits:**

Exhibit A – Scope of Services



**GHD – USA**

**Services Agreement**

Duly authorized representatives to execute this Agreement:

**On Behalf of GHD:**

*Robert Butterworth*  
(Signature)

Robert Butterworth, PE  
(Print name)

Vice President  
(Title)

11/3/17  
(Date)

**On Behalf of OWNER:**

\_\_\_\_\_  
(Signature)

Joseph Moran, PE  
(Print name)

Commissioner  
(Title)

\_\_\_\_\_  
(Date)

**Additional Signatures, if required:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)





# GHD – USA Services Agreement

## Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.
4. Discovery of Hazardous Materials. OWNER warrants that it has made and will continue to make full and accurate written disclosure to GHD as to any hazardous or toxic materials, pollutants, or contaminants which OWNER knows or has reason to believe exist at the site(s). Discovery of any hazardous or toxic materials, pollutants, or contaminants on or in the site which are not described in written job specifications delivered to GHD prior to GHD'S commitment to perform the work, will constitute a materially different site condition entitling GHD to an equitable adjustment in the contract price or time for performance, or both, as appropriate, or in the alternative, GHD shall, at its sole discretion, have the right to immediately terminate its performance of this Agreement.

## Information and Documents

5. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - (a) Provide all criteria and full Information as to OWNER's requirements for the Project;
  - (b) Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
  - (c) Arrange for site and property access as required for GHD to perform the services;
  - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

## Payment

6. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
  - (b) Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;
  - (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
  - (d) OWNER fails to pay an amount due under the Agreement; or
  - (e) OWNER ends the Agreement before GHD has completed the services.
7. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. If OWNER fails to make any payment due GHD for Services within 30 days after receipt of GHD's invoice, then:
    - (a) Interest a 1% per month will be charged on all past due amounts; and

(b) GHD may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until OWNER has paid in full all amounts due for Services, and other related charges. OWNER waives any and all claims against GHD for any such suspension.

When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

## Insurance

8. GHD shall maintain continuously during the life of this Agreement the following insurance requirements:
  - (a) Workers' Compensation Insurance with statutory limits and Employer's Liability of \$1,000,000 per occurrence;
  - (b) Commercial General Liability Insurance, comprehensive form, with combined single limits of \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;



## GHD – USA Services Agreement

- (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;
  - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
9. The policies under 8. (b) and 8. (c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
10. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.

### Total Liability for Damages

11. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 11(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 8 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is greater.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

### Intellectual Property

12. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

### Confidentiality, documents and information

13. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably

withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

### Termination

14. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### Indemnification

15. Subject to the provisions of section 11 of this Agreement, to the maximum extent permitted by law, each party shall indemnify and hold harmless (but shall have no duty to defend) the other party, its appointed and elected officials, partners, officers, directors, employees, and agents, from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of an indemnifying party's relative degree of fault when considered together with the fault of all parties, including indemnified parties and any parties immune from suit.
16. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

### Dispute Resolution

17. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. The parties shall have forty-five (45) calendar days within



## GHD – USA Services Agreement

which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

### Independent Contractor

18. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

### Assignment

19. This Agreement may be assigned by either party with the prior written consent of the other party.

### Health and Safety

20. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

### Compliance with Laws, Permits and Licenses

21. This Agreement shall be governed by the law of the state where the majority of GHD's work for OWNER will be undertaken. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

### Severability

22. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

### No Third-Party Beneficiaries

23. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### Notification Period

24. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final

invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

### Complete Agreement

25. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.
26. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.
27. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

### Definitions

28. Unless the context otherwise requires, in the Agreement:
- "Additional Insured"** means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

**"Agreement"** means the agreement executed by the parties in connection with the services, including these terms and exhibits.

**"Designated Representative"** means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

**"Document"** or **"Documents"** includes a written or electronic document.

**"Fees"** means the amount set out in the agreement details including disbursements.

**"Information"** includes documents and information provided pertinent to the project.

**"Liability"** or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but



## GHD – USA Services Agreement

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not limited to, reasonable attorneys' fees and costs of defense).

**"Project"** means the project(s) that the services relate to.

**"Services"** means the services set out in the agreement details (or otherwise the services GHD undertakes).

**"OWNER"** means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).



## **EXHIBIT A**

### **STUDY PHASE**

#### **SCOPE OF SERVICES**

1. Review the current plant data, existing treatment processes, and assess the additional treatment needed to achieve compliance the new effluent ammonia limits. OWNER to provide monthly discharge monitoring reports and operational data for GHD's use.
2. Evaluate three alternatives for optimizing and upgrading the wastewater treatment plant to meet the new effluent ammonia limits. The evaluation will include a Basis of Design of the treatment process and associated infrastructure needed for the recommended alternative. A site plan and process flow schematic will be prepared for the recommended alternative to show locations of the improvements. A conceptual level project cost estimate will be developed for each alternative.
3. Prepare a draft report that summarizes the findings of the study.
4. Conduct a meeting with the OWNER to review and present the draft report, and receive comments.
5. Prepare a final report for the OWNER for their use in submitting to the New York State Department of Environmental Conservation (NYSDEC).
6. Respond to comments issued to the OWNER by the NYSDEC. If NYSDEC's comments revise the scope of GHD's work, GHD will advise the OWNER of the impact to the scope and fee.

#### **FEE**

GHD proposes to complete the Scope of Services as outlined above on a lump sum basis of \$21,300, including all labor and expenses. Services will be billed on a monthly basis based on the effort expended.





October 20, 2017

Mr. Joseph J. Moran, P.E., Commissioner  
Town of Orangetown  
Department of Environmental Management and Engineering  
127 Route 303  
Orangeburg, New York 10962

**Re: Orangetown WWTP Ammonia Removal Study**

Dear Mr. Moran,

GHD is pleased to submit our proposal for engineering services to provide the Town of Orangetown an Ammonia Removal Study for the Orangetown WWTP. We recognize that this is an important study to determine a **cost effective** way to meet the new effluent ammonia limits that are being added to the Town's SPDES discharge permit.

We believe that GHD is in a unique position to complete this study based on our previous work at the Orangetown WWTP and our work on similar ammonia studies, designs and plant upgrades.

GHD has performed several projects for the Orangetown WWTP. Previous projects include a composite performance evaluation which resulted in a capital improvement plan. This work led the Town and GHD to complete the Orangetown WWTP and Hunt Road Pumping Station Improvements, Tier I, II, III Pump Station Improvements, Total Residual Chlorine Study, and Wastewater Efficiency Study.

Based on GHD's **detailed knowledge and understanding** of the Orangetown WWTP, we are confident in our ability to identify and deliver an evaluation of cost effective solutions to meet the needs of the Town for this project.

The GHD project team members have completed numerous WWTP ammonia removal studies and plant design upgrades. In particular GHD has performed this work on fixed film treatment plants similar to the Orangetown WWTP. These projects include:

- Milton Street WWTP (Chemung County)
- Lake Street WWTP (Chemung County)
- North Castle WWTP
- Yorktown Heights WWTP

A full listing of GHD's fixed film biological treatment experience is included in Section 1 Experience and Capabilities.



### Project Understanding

The Town of Orangetown WWTP is receiving a modified SPDES permit that will contain year-round effluent ammonia limits. These new limits cannot be met with the existing treatment infrastructure. The table below shows the current effluent ammonia discharges as compared to the future discharge limits.

Season	Current Effluent Ammonia Performance (Jan 2017 to Aug 2017)	Future Effluent Ammonia Limits
June to October	12.0 mg/L 775 lb/d (avg flow of 7.7 mgd)	5.8 mg/L 620 lb/d (Flow Capacity of 12.75 mgd)
November to May	11.8 mg/L 950 lb/d (avg flow of 9.9 mgd)	12.0 mg/L 1,300 lb/d (Flow Capacity of 12.75 mgd)

The Town is seeking a qualified engineering firm to perform an ammonia removal study that will include an evaluation of alternatives to meet the new permit limits along with a basis of design and process sizing for the needed improvements. The proposed improvements should be in accordance with Ten State Standards for Wastewater Treatment and Collection Systems as well as TR-16 design standards.

### Project Approach

GHD proposes to evaluate three potential options to meet the new effluent ammonia limits. These alternatives are based on the current performance of the Orangetown WWTP and available technologies for ammonia removal. The general options available are;

- Maintain the plant as a fixed film treatment process and optimize and/or add to the current capacity of the system to achieve ammonia removal through nitrification
- Abandon the current trickling filter process and construct a new treatment process such as activated sludge process

Due to the high cost of converting the plant to a new treatment process along with the added complexity, we propose alternatives to optimize and/or supplement the current fixed film process to meet the new permit limits.

The effluent ammonia data from the Orangetown WWTP suggests that there is insufficient media available within the existing trickling filters to allow for nitrification (oxidation of ammonia to nitrates). In a fixed film treatment process such as the trickling filters, the soluble organic waste and BOD in the wastewater is removed first by the fixed biofilm growing on the trickling filter media. The Orangetown WWTP was designed with only enough media to achieve BOD removal.

Once the soluble BOD in the wastewater is reduced to a sufficient degree, then further treatment will occur, with the biofilm then utilizing the ammonia and oxidizing it to nitrates (i.e. nitrification). In order to achieve ammonia removal, there needs to be sufficient media available to support a sufficient amount of biomass. The proposed alternatives identified by GHD for the evaluation to provide ammonia removal are as follows;





1. **Optimize the existing process** This alternative would include modifying the operation of the three existing trickling filters to operate in a two stage process. This two stage approach would be utilized to facilitate nitrification in the second stage trickling filter through the use of increased media surface area. Additionally, an evaluation of trickling filter recirculation pump recycle rates would be performed to further optimize this approach. The potential to achieve nitrification will be evaluated to determine if the ammonia limits can be met using this approach.
2. **Upgrade of existing Tricking Filters** This alternative would evaluate converting one or more of the existing trickling filters into a taller biotower with increased media surface area. The added media would allow for increased treatment capacity, including ammonia removal. This approach would also require modifications to the trickling filter recirculation pump station to accommodate the added height of the units.
3. **Supplemental Treatment** This alternative would include the evaluation of a supplemental treatment process following the existing trickling filters to provide for ammonia removal. The supplemental treatment could be provided by the addition of another fixed film process, such as a moving bed biofilm reactor (MBBR) or rotating biological contactor (RBC) process. GHD designed ammonia removal RBC's for the Town of North Castle and Town of Yorktown. Each of these upgrades has resulted in effluent ammonia of less than 1mg/l which would far exceed the proposed effluent parameters for the Town of Orangetown. Based on our knowledge of the Orangetown WWTP, the plant's existing hydraulics are limited. A major advantage of these proposed supplemental processes is their ability to fit within a limited hydraulic grade line, as they require minimal hydraulic head to operate (i.e. potential to mitigate the need for a new pump station). The siting and hydraulic implication of the supplemental treatment process would be evaluated as part of this study. Another alternative that could be considered is the addition of a solids contact process. This process would be located downstream of the trickling filters and is intended to provide bioflocculation of sloughed biomass coming off the trickling filters with a small activated sludge-based contact tank to improve sludge settleability in the final settling tanks.

### Scope of Work

Based on the project approach detailed previously, GHD proposes the following scope of work to deliver the ammonia removal study;

1. Review the current plant data, existing treatment processes and assess the additional treatment needed to achieve compliance the new effluent ammonia limits.
2. Evaluate three alternatives for optimizing and upgrading the WWTP to meet the new effluent ammonia limits. The evaluation will include a basis of design of the treatment process and associated infrastructure needed for the recommended alternative. A site plan and process flow schematic will be prepared for the recommended alternative to show locations of the improvements. A conceptual level project cost estimate will be developed for each alternative.





3. Prepare a draft report that summarizes the findings of the study. GHD will conduct a meeting with the Town to review and present the draft report, and receive comments. Following this meeting GHD will prepare a final report for the Town for their use in submitting to NYSDEC.
4. Respond to comments issued to the Town by the NSYDEC. If NYSDEC's comments revises the scope of GHD's work, we will advise the Town of the impact to our fee.

#### Schedule

GHD will complete the ammonia removal study and submit the draft report to the Town within 75 days of a written authorization to proceed. The final report will be submitted to the Town within 14 days of receiving comments on the draft report. In addition, GHD is prepared to meet the compliance schedule for submission of final plans and specifications, given that the Town executes a contract for the scope of services necessary to meet the schedule.

#### Fee

GHD proposes to complete the Scope of Services as outlined above on a lump sum basis of \$21,300, including all labor and expenses. Services will be billed on a monthly basis based on the effort expended.

#### Value Added

As optional value added tasks, GHD proposes the following for the Town's consideration. If the Town desires to add one or both of these tasks to the scope of work, GHD will advise of the impact to our fee.

1. **"Shared Services"** The Town has a potential opportunity to consider a unique approach to addressing this new ammonia removal requirement. Given that the Town's WWTP outfall combines with the neighboring RCSD No. 1 WWTP outfall; and that RCSD No. 1 will be issued a similar ammonia removal requirement, the potential exists for a combined solution. For the Town's benefit, GHD could evaluate the feasibility of a combined treatment solution through a Shared Services approach.
2. **Process Modeling** GHD can perform process modeling of the recommended alternative to optimize the needed improvements to the WWTP. A BioWin biological treatment process model would be developed for the recommended alternative and an analysis would be performed to optimize the proposed alternative to achieve the target effluent limits.

We look forward to working with the Town on this important project. Please contact me anytime if you'd like to discuss our proposal.

Sincerely,

GHD

Robert Butterworth PE  
Principal

Jessica Garrecht  
107 Pine Tree Lane  
Tappan, NY 10983  
845-721-0507  
[JMGarrecht@gmail.com](mailto:JMGarrecht@gmail.com)

October 24, 2017

Donna Morrison  
Human Resources Coordinator  
Town Of Orangetown  
26 W. Orangeburg Road  
Orangeburg, NY 10962

Dear Ms. Morrison,

Please accept this letter as formal notification that I am resigning from my position as Senior Clerk Typist with the Town of Orangetown, effective November 10, 2017.

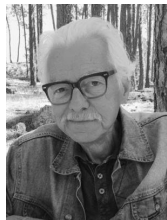
Thank you for the opportunities you have provided me during my time with the Town of Orangetown. If I can be of assistance during this transition, please let me know.

Sincerely,



Jessica M. Garrecht

cc: Judge Patrick Loftus, Judge Richard Finning, Lisa Hastings

**Michael D. Houghton(1943 - 2017)**

Houghton, Michael D.

Michael Houghton, a used and rare bookseller, died Sunday at his home in Nyack. He was 74 and suffered from pulmonary and heart disease. His store, The Ben Franklin Bookshop, was a favorite destination for book lovers throughout the Metropolitan area for over 30 years. His knowledge and love of books as well as his easy going, humorous and entertaining personal style made his shop a pleasure to visit.

Born in 1943 and raised in Circleville Ohio, he tagged along in the company of his bookselling father. He graduated from Antioch College and spent his early life living briefly in NYC, Boston, Chicago and San Francisco before settling down in Seattle, Washington where he established himself as a film editor and independent film maker. He met his wife, Karen Mundell Houghton and they each established their own respective businesses in what was then a backwater and forgotten city. They lived in Seattle for over 10 years before returning to her family in Nyack, NY, where after a brief period working as a film editor in NYC, he managed and then bought The Ben Franklin Bookshop. It was originally located in Upper Nyack, in the building Edward Hopper painted in "7 A.M.", and later moved to North Broadway in downtown Nyack. To quote from his unpublished memoir: "I lived through what was perhaps the golden time of second hand bookshops. Shops crammed with books from before the Great Depression, very low prices on everything, a browser's dream. My shop was part of that heyday, even as the whole thing was approaching its end. If you count my early memories, I cover a large part of the Twentieth Century used book selling history, with another ten years' experience trading in the present century."

When he wasn't buying, selling or reading books, Michael enjoyed listening to jazz, especially live jazz, and especially while drinking Bushmills Irish Whisky. His self-published essay "The Office: A Nyack Nightclub 1975-1987" is considered a local classic, one might even say, a "rare book". His friendships with regional jazz musicians combined with his extensive knowledge of jazz history, made the column he wrote for many years in The Nyack Villager a popular monthly event. His regular attendance at local jazz clubs was always met with enthusiasm, especially by the players and the bartender.

After his retirement from the used book business, he returned to an early interest in sketching and keeping visual diaries of his everyday life. Drawings, cartooning, collaging and recording whatever tickled him or struck his interest. He also spent 3-4 months every year for the past eight years traveling the country with his wife in their Airstream trailer. They logged an average of 10,000 miles a year visiting every major region in the country including many of the National and State Parks. They never made a reservation anywhere.

A cancer survivor, he was treated successfully for throat and lung cancer at Mt. Sinai. He is survived by his wife Karen and his daughter Emily Houghton of Philadelphia; a brother, Tim Houghton; and a sister, Tina Gibson of Ohio.

In keeping with his wishes, no flowers or donations please. A private remembrance will be held at a later date.

Emily and Karen will forever miss his love, his companionship, his cooking, his humor, his storytelling and the fine example he set for living a good life and enjoying it too.

Hannemann Funeral Home, Inc.

88 South Broadway Nyack, NY

(845) 358-0573

**Funeral Home**

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88 S Broadway Nyack, NY 10960  
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