



21 Griffin Road North  
Windsor, CT 06095

860.298.9692 PHONE  
860.298.6399 FAX

www.TRCSolutions.com

November 27, 2017

Tom Diviny  
Town Board Member  
Town of Orangetown  
26 W. Orangeburg Rd  
Orangeburg, NY 10962

*Submitted via e-mail  
tdiviny@orangetown.com*

RE: Aluf Odor Study Proposal  
TRC Proposal Number – 2918583.9990

Dear Mr. Diviny:

TRC is pleased to provide you with this proposal and scope of work to conduct an odor study for Aluf Plastics Incorporated (API) on behalf of Orangetown, NY. It is understood that there have been continuous odor complaints made by neighbors.

TRC understands that all work activities associated with the scope of work will be performed at the request of and under the direction of the Town of Orangetown.

### **Technical Scope of Work**

#### **Recommended Tasks:**

**Task 1: Identify Odor Sources.** The initial task will entail a review of API's processes, as well as emissions from these processes and procedures; plant layout including emission points; etc. According to facility schematics and as identified in the facility permit application, there are five (5) exhaust stacks. They are identified as: one (1) Exhaust Stack Outlet – Re-processing Department and four (4) Exhaust Stack Outlets – Internal Bubble Cooling. These sources will be confirmed by TRC staff. Additionally, TRC will work with the facility's personnel to identify any other potential odor sources (e.g. side wall/roof top vents) to be sampled as well as confirm details of the overall sampling program necessary to accomplish the project objectives. Also, at this meeting, TRC will identify access and other sampling crew needs such as power, stack ports, scaffolding, etc., and confirm the production schedule including the duration of production runs needed to produce satisfactory samples.

**Cost Estimate: \$1,500.00**



**Task 2: Conduct Odor Sampling.** Odor samples will be collected from the facility's emission sources identified in the permit application and as confirmed during the site visit. During sampling activities, all stack exhaust criteria (stack diameter, exhaust temperature, moisture, etc.) needed for dispersion modeling will be measured. The samples will be sent to TRC's Olfactory Laboratory in Windsor, CT for odor evaluation including detectability and intensity by TRC's odor panel.

**Cost Estimate:** Cost is dependent on the number of samples obtained and whether a one or two day sampling event is needed, depending on API's production schedule. Every effort will be made to conduct the sampling in one day.

- **One Day Sampling Event - \$5,100.00** Assumes up to a total of 14 samples for odor analysis. Actual number will be determined in Task 1. Price may change based upon number of actual samples.
- **Two Day Sampling Event - \$8,300.00** Assumes up to a total of 14 samples for odor analysis. Actual number will be determined in Task 1. Price may change based upon number of actual samples.
- **Sample Collection of Chemical Analysis – OPTIONAL** - At the discretion of the Town, an additional sample from the outlet of each sample can be collected for chemical analysis. The analytical cost for this option is **\$2,000.00 to \$2,500.00** (five to seven samples, respectively). Please note that this analysis would not be compliant for regulatory purposes, but is intended as a screening for volatile organic compounds (VOCs) that potentially cause odor issues.

**Task 3: Conduct Odor Sampling.** The samples will be evaluated by a trained odor panel for odor detectability (recorded as dilutions-to-threshold (D/T), odor character and odor intensity following American Society for Testing and Materials (ASTM) procedures. The panel will consist of 7 members chosen for their ability to rate and characterize odors. The odor sources can then be ranked in order of their odor units (OU, D/T times stack flow rate) so that the highest impact sources can be addressed first.

Odor detectability will be measured using a dynamic dilution, forced-choice triangle olfactometer (Scentroid SC302, 2014). The olfactometer uses carbon-filtered, odor-free air to make dilutions of the odorous sample air. A series of dilutions is presented to the odor panelist in an ascending manner, each series representing approximately a threefold concentration step. The dilution ratios are computer controlled with a mass flow controller and will be set at an appropriate dilution series for each sample. Each dilution level is presented to the panelist by means of three stainless steel sniff ports. Two ports dispense only carbon-filtered air, while the third dispenses the diluted odor. Flow rates from the sniff ports are maintained at a rate of 5 liters per minute (lpm). Panelists choose which port, if any, differ from the other two, i.e., whether there is detection of the odor.

The odor detectability is reported as the D/T value. This value represents the ratio of the volume of odor-free air that must be added to the odorous sample to reach threshold. For example, a D/T of 100 means that 100 volumes of odor-free air must be added to one volume of odorous air to dilute it to threshold. The D/T ratio represents that dilution required for 50% of the panel to detect a difference between the odorous stimuli and the



blank air. On the triangle olfactometer, this is the point at which the panelist successfully identifies the sniff port containing the odor.

**Cost Estimate: \$5,500.00**

**Task 4: Conduct Odor Modeling.** Odor modeling, an accepted methodology, is recommended as it will provide maximum predicted D/T values at receptor locations under local meteorological conditions over a 5-year period. Odor surveys are useful to document an odor source, but it can be difficult to document odors at a particular point in time. The D/T values from the odor sampling and evaluation task will be used with dispersion odor modeling to predict offsite ground level odor impacts in the areas surrounding the facility under typical and worst case conditions. Predicted odor impacts from emission sources will be modeled with the latest version of the Environmental Protection Agency's (EPA) AERMOD model. The results of the odor dispersion model will be used to predict locations of maximum odor impact and to determine whether the predicted areas correspond with the areas of odor complaints by overlaying D/T isopleths over maps/aerial images of the area. TRC will provide a report documenting the odor evaluation and modeling.

**Cost Estimate: \$10,850.00**

- **Option 1:** TRC can determine whether there would be additional mitigation of predicted D/T values by an increase in stack height - **\$250/height iteration.**
- **Option 2:** Should the town opt for conducting the VOC screening analysis, TRC can model up to four highest detected chemicals using the odor modeling base files and provide the maximum predicted one-hour and annual concentrations and receptor locations of those impacts - **\$2,500.00**

### **TRC Experience**

TRC Environmental Corporation (TRC) is a nationally-recognized expert in the field of odor measurement, odor identification, odor modeling, and odor control engineering. We have conducted hundreds of studies involving:

- Sensory quantification of odor emissions;
- Identification and quantification of specific odorants;
- Determination of the impact of specific emission sources on community odor levels and the degree of control required to prevent odor complaints; and
- Specification of odor control systems.

TRC's approach is both technically sound and cost-effective. TRC has numerous equipment and procedures specifically designed for odor studies, including:

- An olfactory laboratory fully equipped for sensory odor evaluation. The laboratory contains a dynamic dilution forced-choice triangle olfactometer which achieves a 5 to 20 liters per minute (lpm) flow rate, and a standard butanol reference olfactometer. The sensory evaluation procedures meet ASTM Standard Practices (E-679 and E-544, respectively).



- Dispersion odor modeling techniques designed to predict occurrences of odors at various receptor locations, for both point and area sources. The model can accurately predict potential odor impacts for odor control systems under design, and it can predict control requirements necessary to preclude odor complaints.
- Analytical techniques (gas chromatography/mass spectrometry) to identify and quantify specific odorants in an odorous air sample.

In addition, TRC maintains a pool of well-trained and experienced odor judges from the greater Hartford, CT area for olfactory evaluation at TRC's Olfactory Laboratory located in Windsor, CT. These odor judges are trained to distinguish odor characteristics as well as determine the intensity of odors. The panel of judges will be comprised of seven or more individuals chosen for their ability to rate odor with acceptable consistency. These panelists have been screened according to ASTM STP 440.

**Key Personnel:**

TRC is proposing the following Key Personnel for this Project:

**Dr. Karen M. Vetrano, Ph.D.**, will be the project manager for the project. Dr. Vetrano has over 25 years of experience in odor measurement and evaluation and conducted the odor survey for the Town. She has been involved in hundreds of odor measurement studies and has been accepted as an odor expert for an odor litigation case in New Jersey. She will be responsible for the odor evaluation task of this project. Dr. Vetrano is also TRC's Manager of Risk Assessment and Toxicology.

**Mr. Douglas R. Murray, CCM**, has over 38 years of environmental consulting experience. Mr. Murray is a Principal Consulting Scientist and a Certified Consulting Meteorologist. He performs dispersion modeling, meteorological and air quality monitoring studies, and applied research for a variety of industrial, utility, and governmental clients. His experience includes modeling and model development for traditional and nontraditional sources; meteorological, aerometric and remote sensing data acquisition; dispersion modeling for power plants and industrial sources; odor surveys and modeling; toxics and emergency response modeling; materials damage and economic assessments; regulatory reviews; dispersion model performance evaluations; and various other programs involving the atmospheric sciences. Mr. Murray will be responsible for oversight of the odor modeling task of this project.

**Mr. Raymond Potter** currently serves as Manager of the Emissions Measurement Group in TRC's Windsor, Connecticut office. He has over 25 years of experience and is responsible for the planning and performance of source sampling programs for the chemical, paper, wood products, manufacturing, incineration, cogeneration, and petroleum industries. Mr. Potter would lead the emissions measurement team that would collect the odor samples at the facility.

Resumes of the key project staffs are included in Appendix A.

The project team will be supported by Project Engineer Dana Lowes-Hobson. Ms. Lowes-Hobson has eight years of experience in dispersion modeling. She has worked with Dr. Vetrano on numerous odor investigation projects.



**Cost and Schedule:**

The project will be conducted on a time and materials basis and the costs include all labor, travel and other direct costs (ODCs). The costs to implement the program are as follows:

**Recommended Tasks (1-4): \$22,950.00** (site visit, one day sampling event, odor analysis and modeling) - **\$26,150** (site visit, two day sampling event, odor analysis and modeling).

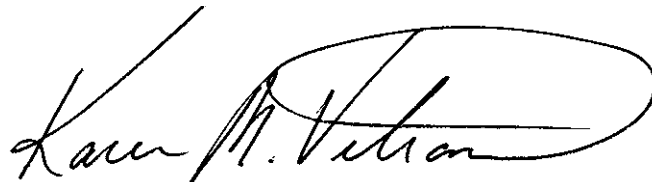
**Recommended Tasks (1-4) with all options: \$28,200** (site visit, one day sampling event, odor analysis and modeling, 7 chemical analysis samples, one height iteration, 4 modeled chemicals) to **\$31,400** (site visit, one day sampling event, odor analysis and modeling, 7 chemical analysis samples, one height iteration, 4 modeled chemicals).

This program will be managed in accordance with the previously agreed to TRC General Terms and Conditions for Services and Rate Schedule that is already in place with Orangetown (signed June 21, 2017). Please sign and return this proposal in the space provided as your authorization to proceed with the work. Note, the Town may implement any of the tasks and options that have been presented, please indicate which tasks and options (if any) are approved.

We are looking forward to working with you on this project. Should you need further information, please do not hesitate to contact me at (860) 298-6351. Thank you.

Very Truly Yours,

TRC

A handwritten signature in black ink, reading "Karen M. Vetrano". The signature is fluid and cursive, with a large loop at the end of the last name.

Karen M. Vetrano, Ph.D  
Manager of Risk Assessment and Toxicology



AGREED AND ACCEPTED:

Town of Orangetown  
(Company Name)

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

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

TRC Proposal No.: 291583.9990

\_\_\_\_\_ Tasks 1 – 4 – up to \$26,150 (\$22,950 if only one of day sampling is needed)

Additional Options:

\_\_\_\_\_ Chemical Analysis – \$2,500 (up to 7 samples)

\_\_\_\_\_ Stack Height Iteration - \$250/height iteration

\_\_\_\_\_ Dispersion modeling of 4 chemicals - \$2,500



APPENDIX A  
RESUMES OF KEY PERSONNEL



## **Karen M. Vetrano, Ph.D.**

### **EDUCATION**

Ph.D., Toxicology, University of Connecticut, 1992

B.S., Toxicology, Northeastern University, 1986

### **TECHNICAL SPECIALTIES**

Dr. Karen M. Vetrano has 27 years of experience encompassing:

- Odor Evaluation and Odor Monitoring
- Community Odor Surveys
- Odor Control Plans
- Indoor Air Quality Investigations
- Expert Testimony and Litigation Support

### **REPRESENTATIVE EXPERIENCE**

Dr. Vetrano manages TRC's Odor Control Group as well as TRC's in-house Olfactory Laboratory. She serves as the panel moderator for TRC's volunteer sensory panel for evaluation of odorous emissions from a number of sources including manufacturing facilities, wastewater treatment and sludge composting facilities, waste disposal facilities, paper pulp mills, petroleum refineries and asphalt plants. She is the project manager on a number of odor investigation studies and odor monitoring projects including an odor monitoring project for a local waste to energy plant and a large multi-million dollar odor monitoring project for a national hog farm. Dr. Vetrano has also conducted odor evaluation studies for the determination of dilution to threshold values for specific chemicals as well as comparative testing for odor control products. She has been certified in the use of the Nasal Ranger™ Field Olfactometer by St. Croix Sensory and has been accepted as an expert witness for odor.

TRC's in-house Olfactory Laboratory follows and conforms with ASTM Methods E-679 (Standard Practice For Determination of Odor and Taste Thresholds by a Forced-Choice Ascending Concentration Series Method of Limits) and E-544 (Standard Practices for Referencing Suprathreshold Odor Intensity).

#### **Odor Control Plans**

##### **Confidential Client, Pet Food Manufacturer – Denver, CO (Project Manager: 2017)**

Dr. Vetrano prepared an odor control plan for the facility in compliance with Denver, CO's Department of Environmental Health's Rules Governing Nuisance Odors (2016). The odor control plan identified facility odor sources and documented control measures taken to reduce odors from those sources. The control measures were based on best practices for the pet food industry.



**City of Waterbury, CT (Project Manager – 2017)**

Dr. Vetrano provided expert consultant assistance in evaluating proposed technical and operational odor control measures and potential odor impacts associated with the proposed expansion of the transfer station at located in Waterbury, CT. The Facility is currently permitted to accept up to 30 tons per day (tpd) of single-stream recyclables and fiber materials and has applied to increase the Facility’s permitted capacity to 700 tpd, including municipal solid waste (MSW) and construction debris. TRC presented its findings at a public hearing for the project.

**Odor Evaluations**

**Confidential Client, Municipality, Community Odor Survey – Orangeburg, NY (Task Manager and Odor Specialist: 2017)**

Dr. Vetrano performed community odor surveys over the course of one week during the summer of 2017. The surveys were in response to community odor complaints attributed to an industrial manufacturing facility located in the town. Using a Nasal Ranger®, Dr. Vetrano conducted up to five odor surveys per day, documenting the presence or absence of ambient odors as well as local meteorological data (temperature, wind speed and direction, relative humidity). The results of the surveys were documented in a report submitted to the town.

**Confidential Client, Waste Water Treatment Plant, Odorous Emissions Testing – Hartford, CT (Project Manager: 2000-Present)**

Dr. Vetrano performs odor threshold studies on a municipal wastewater treatment plant. The program evaluates the significant sources of odor to determine potential contributions to local community odor levels. She conducts odor evaluations to evaluate the efficacy of online odor control systems.

**Confidential Client, Waste Water Treatment Plant, Odorous Emissions Testing and Source Mitigation – Princeton, NJ (Project Manager: 2008 - present)**

Dr. Vetrano performs odor threshold studies annually at this Princeton WWTP. TRC’s air modelers have conducted odor modeling to evaluate the significant sources of odor and to determine their potential contributions to local community odor levels. The current sampling program is conducted to evaluate the efficacy of online odor control systems.

**Confidential Client, Waste Water Treatment Plants, Odorous Emissions Testing – Various (Project Manager: 1993 - Present)**

Dr. Vetrano performs odor threshold studies on municipal wastewater treatment plant facilities. Programs evaluate the significant sources of odor to determine potential contributions to local community odor levels. In some cases, emissions were known to contain reduced sulfur compounds, volatile organic compounds, semivolatile organic compounds, and ammonia. In some cases, a toxicological evaluation was conducted to assess the potential adverse effects to the odor

panelists. Compound concentrations were compared to known standards (ceiling limits) and samples were diluted to yield concentrations below the ceiling limits, if appropriate.

**Confidential Client, Law Firm, Odor Emissions Testing and Odor Control Support – CT (Project Manager: 2015-present)**

Dr. Vetrano performed fenceline and community odor monitoring to determine if a facility violated CT Regulation Section 22a-174-23. She utilized the Nasal Ranger Field Olfactometer to determine if facility emissions met or exceeded the odor nuisance standard of 7 D/T. She determined that although odorous emissions were detectable beyond the fenceline, they were below the 7 D/T odor nuisance threshold. Source odor sampling has been conducted and samples evaluated in TRC's Olfactory Laboratory for odor evaluation. The results will be used in odor modeling to determine off-site odor impacts to neighboring areas and to determine appropriate mitigation measures.

**Confidential Client, Engineering Firms, Odorous Emissions Testing – Various (Project Manager: 1993 - Present)**

Dr. Vetrano performs odor threshold studies for various environmental engineering firms. Samples are collected and sent to TRC's Olfactory Laboratory for odor evaluation.

**Confidential Client, Waste to Energy Plant, Odor Monitoring – CT (Task Manager: 1999-Present)**

Dr. Vetrano serves as Task Manager for the maintenance of a 24-hour odor complaint hotline. As part of this task, Dr. Vetrano coordinates the hotline response team as well as responds to odor complaint calls from local citizens and deals with facility personnel. Additionally, Dr. Vetrano coordinated and served on the weekend odor monitoring team. TRC provided necessary trained personnel support intensive odor monitoring on weekend nights. The odor monitoring patrol followed a previously identified route map that was continually monitored during the course of each shift. The route was known to include locations of odor detection previously identified to the client during TRC's ongoing support of the odor complaint hotline and included towns and specific neighborhoods surrounding the facility. In addition to these locations, other odor sources were monitored during the course of the patrol shift.

**Confidential Client, Pet Food Manufacturer – Various Locations (Project Manager: 2007 – present)**

Dr. Vetrano provides odor evaluation services for a major pet food manufacturer with locations across the United States. TRC's Emissions Group collects odor samples from facility emission sources and ships them to TRC's in-house olfactory laboratory in Windsor, CT. Odor modeling is conducted to determine off-site odor impacts to neighboring areas and to determine appropriate mitigation measures.

**Confidential Client, Food Processing Facility, Odor Emissions Testing and Odor Control Support – Dayville, CT (Project Manager: 2009 – Present)**

Dr. Vetrano is assisting the facility in identification of odor emission sources. The facility has been cited for odor violations by the CT DEP. TRC has conducted odor evaluations and is currently conducting odor modeling for the facility. TRC will be assisting the facility in the evaluation of their systems and providing recommendations for odor control.

**Confidential Client, Food Processing Facility, Odor Emissions Testing and Odor Control Support – Norwood, MA (Project Manager: April 2012 – Present)**

Dr. Vetrano is assisting the facility in identification of odor emission sources. The facility has been cited for odor violations by the MA DEP. TRC has conducted odor evaluations, community odor surveys and odor modeling for the facility. TRC assisted the facility in the evaluation of their systems and providing recommendations for odor control as well as compliance odor monitoring.

**Confidential Law Firm, Odor Monitoring – MO (Project Manager: 2007-2011)**

Dr. Vetrano served as Project manager for the largest on-going odor monitoring project in the United States. The Project was staffed by over 40 trained odor monitors, who conducted ambient odor monitoring at fixed locations in support of the client in litigation proceedings. Odor readings were conducted every 15 minutes over daily odor monitoring periods using the Nasal Ranger™. The data has been used to successfully defend the client in a lawsuit regarding hog odors.

**Confidential Client, Fertilizer Producer, Odor Monitoring – NY (Project Manager: 2010)**

Dr. Vetrano served as Project Manager for the maintenance of a 24-hour odor complaint hotline for a facility that converted waste biosolids (sewage sludge) into fertilizer. The Odor Hotline was a condition of the facility's air and solid waste permits provided by the State. The project entailed monthly project update meetings with local community groups.

**Confidential Client, Organic Waste to Fertilizer Facility, Odor Emissions Testing and Odor Control Support – Keasby, NJ (Project Manager: 2009 – 2010)**

Dr. Vetrano assisted the facility in identification of odor emission sources and upgrade of current odor control equipment. The facility has been cited for numerous odor violations due to inadequate control systems poor operational procedures. TRC is currently assisting the facility in the evaluation of their systems and providing recommendations for upgrades.

**Confidential Client, Cardboard Recycling Facility, Odor Emissions Testing and Odor Control Support – Worcester, MA (Project Manager: 2009 –2010)**

Dr. Vetrano assisted the facility in identification of odor emission sources. The facility has been cited for an odor violation. Dr. Vetrano conducted the odor evaluation of the samples. TRC's air modelers conducted odor modeling to evaluate the significant sources of odor to determine the potential contributions to local community odor levels. TRC prepared a report for submittal to MA DEP.

**Confidential Client, Asphalt Plant, Odorous Emission Testing and Modeling – Acushnet, MA (Task Manager: 2008-2009)**

Anecdotal odor complaints had been relayed to the facility from MA DEP. In response to these complaints, MA DEP requested the facility to self-evaluate their odor impacts. TRC collected odor samples from the asphalt plant stacks including the baghouse outlet and blue smoke outlet. Dr. Vetrano conducted the odor evaluation of the samples. TRC's air modelers conducted odor modeling to evaluate the significant sources of odor to determine the potential contributions to local community odor levels. TRC prepared a report for submittal to MA DEP.

**Confidential Client, Former MGP Site, NY (Task Manager: 2004-2008)**

Dr. Vetrano served as the Task Manager for a large remediation project in Queens, NY. As part of the remedial activities on-site, Dr. Vetrano provided odor expertise in the development and implementation of a Community Action Monitoring Plan for the neighboring residents. Dr. Vetrano provided information regarding odor thresholds of volatile and semi-volatile organic compounds (including polynuclear aromatic hydrocarbons) in order to set detection thresholds for the monitoring program.

**Confidential Client, Specialty Chemical Company, Determination of Odor Thresholds – Belle, WV (Project Manager: 2006-2007)**

Dr. Vetrano designed odor threshold determination studies for Phenylacetic acid to be used as part of the health and safety plan of the manufacturer. Odor values were used in industrial hygiene practices for potential early warning properties. She worked with the analytical lab to overcome analytical challenges.

**Confidential Client, Consumer Product Manufacturer, Odorous Emissions Testing – Jacksonville, IL (Project Manager: 2006)**

Dr. Vetrano performed odor threshold studies on emissions from a consumer product manufacturer. She managed personnel in the conduct of neighborhood odor surveys and conduct of odor monitoring to assist facility in identification and source of odors and mapping of odorous events in the surrounding community.

**Confidential Client, Municipal Landfill, Odorous Emissions Testing – MA (Project Manager: 2005-2006)**

Dr. Vetrano performed community odor surveys in neighboring areas surrounding the municipal landfill, following complaints by the town. She conducted surveys and mapped areas of odor in the neighborhood.

**Confidential Client, Paper Manufacturer, Odorous Emissions Testing – CT (Project Manager: 2002)**

Dr. Vetrano performed odor threshold studies on emissions from a paper manufacturing facility. Programs evaluated the significant sources of odor to determine potential contributions to local community odor levels and evaluate the efficacy of online odor control systems.

**Confidential Client, Corn Processing Facility, Odorous Emissions Testing – IL and Brazil (Task Manager: 1993-1994)**

Dr. Vetrano performed odor threshold studies on emissions from various aspects of corn processing. The results from the two facilities will be compared and used to design emission control technologies for the Illinois plant.

**Confidential Client, Medical Clinic, Anesthesiology Department, Determination of Odor Thresholds – Rochester, MN (Project Manager: 2001)**

Dr. Vetrano conducted odor and recognition threshold studies on the common gaseous anesthetic, isoflurane. Due to the nature of the anesthetic, concentrations can build up in the operating suite as a result of off-gassing from a patient's exhalations. Odor values to be used in industrial hygiene practices for potential early warning properties.

**American Petroleum Institute, Determination of Odor Thresholds – Washington, DC (Project Manager: 1993)**

Dr. Vetrano conducted odor and taste threshold studies on the gasoline oxygenate tertiary amyl methyl ether (TAME) for the American Petroleum Institute (API). She conducted the project and served as the panel moderator for TRC's volunteer sensory evaluation panel. Dr. Vetrano performed an evaluation on aerosolized and aqueous samples to determine air and water odor detection and recognition threshold values. She conducted a taste test on the aqueous samples for the determination of an aqueous taste threshold. These studies focused on gasoline oxygenates mandated by the Clean Air Act Amendments and led to the design of odor threshold studies on oxygenated fuels.

**American Petroleum Institute, Determination of Odor Thresholds – Washington, D.C. (Project Manager: 1994)**

Dr. Vetrano conducted odor threshold studies for API to examine the effect of oxygenate addition on the odor of gasoline blends. Three blends of gasoline were evaluated for their odor detection and recognition in air. The gasolines were then combined with the gasoline oxygenates MTBE, ETBE and TAME to evaluate the effect of the oxygenates on the gasolines' odor detection and recognition thresholds (API Publication No. 4592, January, 1994).

**Confidential Client, Chemical/Petroleum Corporation, Determination of Odor Thresholds – PA (Project Manager: 1993)**

Dr. Vetrano performed odor and taste threshold studies on gasoline oxygenates for a major petrochemical company. She conducted the project and was the panel moderator for TRC's volunteer sensory evaluation panel. She performed an odor evaluation on aerosolized and aqueous samples to determine air and water odor detection and recognition threshold values. Dr. Vetrano conducted a taste test on the aqueous samples for the determination of an aqueous taste threshold. These studies focused on a gasoline oxygenate mandated by the Clean Air Act Amendments, as well as possible substitutes for this oxygenate. These studies led to the design of comparative odor threshold studies on oxygenated fuels from the "lower 48" states and Alaska. She also conducted studies, in conjunction with the University of Alaska, on the effect of cold on the odor thresholds of oxygenated "lower 48" and Alaskan fuels.

**Confidential Client, Specialty Chemical Firm, Determination of Odor Thresholds – CT (Project Manager: 1994)**

Dr. Vetrano developed odor detection and recognition threshold values for various chemicals to be used as part of the health and safety plan of the manufacturer. Odor values used in industrial hygiene practices for potential early warning properties.

**Confidential Client, Chemical/Petroleum Corporation, Determination of Odor Thresholds – TX (Project Manager: 1993)**

Dr. Vetrano performed odor threshold studies on gasoline additives for a major petrochemical company. She performed comparative odor threshold studies on gasoline with and without the additives, to determine at which concentrations of the additives the odor of gasoline would be changed.

**Comparative Product Testing**

**Confidential Client, Consumer Product Manufacturers, Comparative Product Testing – Various (Project Manager: 1994-1996)**

Dr. Vetrano designed and performed comparative odor evaluation studies to evaluate the efficacy of consumer odor control product versus competing brands. Products evaluated included carpet fresheners, underarm deodorants, foot powders and cat litter. She provided litigation support for false advertising claims made by competitors.

**Expert Testimony and Litigation Support**

**State of New Jersey v. Steffenhagen, NJ, Odor Expert Witness (2012)**

Dr. Vetrano was accepted as an expert witness in a trial regarding nuisance odors emanating from a condo residence that was infringing upon the neighboring residents. Dr. Vetrano testified as to the nature and extent of the odors and upon the inadequate remediation of the odors that had been



conducted at the residence to date. The Court found in favor of the plaintiff (Hopewell Township) in part due to the testimony provided by Dr. Vetrano.

**Confidential Client, Consumer Product Manufacturer, Comparative Odor Evaluation – NJ (Project Manager: 1994)**

Dr. Vetrano designed and performed comparative odor evaluation studies to evaluate the efficacy of consumer odor control product versus competing brand as part of a false advertising suit. She represented the client and provided testimony in deposition and court room.

**PROFESSIONAL AFFILIATIONS**

- Society of Toxicology
- Northeast Chapter of the Society of Toxicology, past Councilor, 1997-1999
- Society for Risk Analysis, New England Chapter, Secretary, 2000 - present
- Society for Risk Analysis

**SELECTED PUBLICATIONS**

Vetrano, K.M., “Odor Threshold Studies Performed with Gasoline and Gasoline-Combined with MTBE, ETBE, and TAME,” Prepared for the *American Petroleum Institute*, Publication No. 84145920, 1994.

**SELECTED PRESENTATIONS**

Vetrano, K.M., “Odorous Emissions and Their Relationship to Human Health,” *New England Society for Risk Analysis*, Boston, MA, September 1993.

Vetrano, K.M., “Odor Thresholds in Relation to Risk Assessment,” *New England Section and Connecticut Chapter Air and Waste Management Association*, Hartford, CT, October 1993.

## **DOUGLAS R. MURRAY, CCM**

### **EDUCATION**

M.S., Geoscience/Atmospheric Sciences, Purdue University, 1977

B.S., Atmospheric Sciences, State University of New York at Albany, 1975

### **PROFESSIONAL REGISTRATION**

Certified Consulting Meteorologist, American Meteorological Society, (#415), 1987

### **AREAS OF EXPERTISE**

Mr. Douglas R. Murray, CCM has program management and technical expertise in:

- Air Quality Permitting, Planning and Analysis
- Dispersion Modeling and Model Evaluation
- Expert Testimony
- Air Quality and Meteorological Monitoring
- Experimental Design and Field Project Management
- Air Toxics Evaluation
- Odor Assessment and Modeling
- Materials Damage and Corrosion Assessment

### **REPRESENTATIVE EXPERIENCE**

Mr. Murray has over 38 years of environmental consulting experience. Mr. Murray is a Principal Consulting Scientist and a Certified Consulting Meteorologist. He performs permitting, dispersion modeling, meteorological and air quality monitoring studies, and applied research for a variety of industrial, utility, and governmental clients. His experience includes modeling and model development for traditional and nontraditional sources; meteorological, aerometric and remote sensing data acquisition; dispersion modeling for power plants and industrial sources; odor surveys and modeling; toxics and emergency response modeling; materials damage and economic assessments; regulatory reviews; dispersion model performance evaluations; and various other programs involving the atmospheric sciences.

#### **Air Quality Planning and Analysis**

Mr. Murray has directed or participated in numerous air quality evaluation programs, both for individual sources and for regional planning. These programs have utilized both modeling and monitoring approaches to assess or predict air quality. In addition, Mr. Murray has consulted with the U.S. Environmental Protection Agency (USEPA) at the science policy level to establish the National Ambient Air Quality Standards (NAAQS).

#### **J-Power, Orange Grove Energy – CA (Air Quality Task Manager: 2007-2011)**

Mr. Murray performed air quality permitting and environmental compliance activities for a combustion turbine power plant in northern San Diego County. Tasks included regulatory applicability analysis and permitting strategy, characterization of existing climate and air quality conditions, model protocol preparation, calculation of construction, commissioning and operational air emissions, air quality impact modeling of all scenarios for criteria and toxic pollutants, identification of mitigation measures and quantitative human health risk assessment. Negotiated emission offsets and permit conditions with San Diego Air Pollution Control District. Testified in public hearings regarding the air quality impacts of the facility. Filings were submitted to the San Diego Air Pollution Control District and the California Energy Commission.



**California Energy Commission, Externalities Cost Model for Power Plant Siting – Statewide, CA (Air Quality Modeler: 1991 – 1992)**

Mr. Murray participated in the design and implementation of an air quality/economic impact model to optimize power plant siting in California's air basins.

**PSEG, New Haven Harbor Station – CT (Air Quality Analysis/Permitting Support: 2008)**

Mr. Murray was project manager and provided the corporate Environmental Health and Safety group with air quality dispersion modeling and permit strategy development for the installation of combustion turbines at an existing power plant location.

**FirstLight, Waterbury Generation, LLC Project – CT (Air Quality and Connecticut Siting Council Support: 2007-2008)**

Mr. Murray provided air quality modeling, report preparation, Connecticut Siting Council testimony and visual impact analysis support for a new combustion turbine generating station in urban Waterbury, CT.

**PPL Services Corporation, Air Quality Permit Modeling for Confidential Project – PA (Project Manager: 2007-2008)**

Mr. Murray managed air quality modeling program for installation of combustion turbines at an existing power plant location.

**PPL Services Corporation, BART Compliance – PA and MT (Project Manager: 2006 – 2012)**

Mr. Murray managed visibility modeling and engineering assessments for compliance with Best Available Retrofit Technology (BART) rules under the Regional Haze Regulations as applicable to power plants and Prevention of Significant Deterioration (PSD) Class I areas.

**American Electric Power, Great Bend and Mountaineer IGCC Air Permitting – OH and WV (Air Quality Modeler: 2006 – 2008)**

Mr. Murray provided air quality analyses in support of PSD permitting for Integrated Coal Gasification/Combined Cycle turbine power projects.

**PPL Services Corporation, Air Quality Permit Modeling for Montour and Brunner Island Generating Stations – PA (Project Manager: 2005)**

Mr. Murray managed air quality modeling program air pollution control system installations and permitting at two coal-fired generating stations.

**Lake Road Generating Company, Combined Cycle Turbine Generating Station, Environmental Permitting – Killingly, CT (Air Quality Modeler: 1999)**

Mr. Murray conducted and reported air quality dispersion modeling and visual impacts analysis for a greenfields power plant development project in Connecticut. This project followed all CTDEP modeling guidelines for modeling a major stationary source.

**Kleen Energy, LLC, Environmental Permitting of the Kleen Energy Project – Middletown, CT (Visual Impacts Assessor: 2001)**

TRC was responsible for all environmental permitting for the siting of this large electric power generation facility. Mr. Murray conducted visual impacts analyses using computer and field-based techniques as part of the regulatory compliance requirements for the air permit application.

**Calpine-Lawrence, Combined Cycle Generating Station, Environmental Permitting – Lawrence County, OH (Air Quality Modeler: 2000 – 2001)**

Mr. Murray provided air quality analyses and complex terrain modeling for a large, combined cycle generating station in Ohio.

**Calpine-Stony Brook, Combined Cycle Generating Station, Environmental Permitting – Stony Brook, NY (Air Quality Modeler: 2002 – 2003)**

Mr. Murray provided air quality analyses, modeling and permitting for a large, combined cycle generating station/cogen facility in New York.

**Astoria Energy, LLC, Combined Cycle Turbine Generating Station, Environmental Permitting – Astoria, NY (Air Quality Modeler: 1999 – 2003)**

Mr. Murray provided air quality analyses in support of New York Article X Application and PSD application in New York City. The permitting was challenging due to the site location in a heavily industrialized area near LaGuardia Airport requiring extensive multi-source emission inventories and modeling.

**PPL Generating/ Kings Park Energy LLC, Simple Cycle Turbine Generating Station, Environmental Permitting – Kings Park, NY (Air Quality Modeler: 2000 –2001)**

Mr. Murray provided air quality analyses in support of New York Article X Application on Long Island.

**Shieldalloy Metallurgical, Newfield Decommissioning Project– NJ (2002-Present)**

Mr. Murray is supporting Shieldalloy Metallurgical with dispersion modeling to support radiological risk assessment for decommissioning of a site under Nuclear Regulatory Commission rules and guidance.

**Day and Zimmerman Hawthorne Corp, Health Risk Assessment Hawthorne Army Depot – CA (Human and Ecological Risk Assessment Modeling: 2008-Present)**

Mr. Murray is supporting a risk assessment project for the operation of a plasma ordinance demilitarization furnace and open burn pans for munitions and propellants.

**MGM Mirage, City Center Project – Las Vegas, NV (Project Air Quality Task Manager: 2005)**

Mr. Murray managed air quality modeling program for construction of the City Center Project on the Las Vegas Strip, one of the largest private development projects in the United States.

**Meridian Gold, Inc., Esquel Mine, Air Quality Modeling – Esquel, Argentina (Project Task Manager: 2003 – 2006)**

Mr. Murray managed air quality modeling to international standards for a proposed gold mine in the foothills of the Andes.

**CRRA, Existing and Potential Future Landfill Operations Evaluation – Windsor, CT (Visual Impacts Assessor: 2000)**

TRC assisted CRRA in its engineering, environmental, and economic evaluation of existing and potential future operations at the Windsor Landfill. TRC provided assistance in consideration of the opportunities associated with the partnering of CRRA and the Town of Windsor in the future operation and management of the landfill. Mr. Murray conducted visual impacts analyses for CRRA and the public using computer and field-based techniques.

**ARCO Alaska, Exxon USA, and BP, Environmental Fatal Flaws Analysis for Alaska North Slope Gas Commercialization Project, Environmental and Regulatory Review Team – Multiple Locations, AK (Project Manager: 1997 – 1998)**

Mr. Murray conducted environmental fatal flaws analysis for proposed gas pipeline and terminal facilities. Primary air emissions sources included natural gas turbines. He evaluated project impacts against various regulatory requirements.

**USEPA, Environmental Criteria and Assessment Office, Air Quality Criteria Documents for Oxides of Nitrogen, Photochemical Oxidants and Particulate Matter – Nationwide, U.S. (Project Author and Expert Reviewer: 1990 – 1995)**

Mr. Murray is the author of the NO<sub>x</sub> and ozone criteria documents and a paid reviewer of the particulate criteria document. Criteria documents form the scientific basis for USEPA's NAAQS.

**USEPA, Development of Dispersion Parameters for Complex Terrain – Nationwide, U.S. (Task Manager: Prior to 1990)**

Mr. Murray reviewed and analyzed airborne and surface concentration measurements collected by the USEPA's Las Vegas Laboratory in complex terrain settings throughout the Rocky Mountains. He used various mathematical fits to parameterize the raw data.

**Allegheny County, State Implementation Plan (SIP) Development – Allegheny County, PA (Air Quality Analyst: Prior to 1990)**

Mr. Murray performed modeling in the complex terrain and highly industrialized setting of Allegheny County to explore control strategies for SIP development and NAAQS compliance.

**American Petroleum Institute, Chapter 6, Dispersion of Gases – Nationwide, U.S. (Project Author: Prior to 1990)**

Mr. Murray prepared the "Dispersion of Gases" chapter for API's handbook on refinery emissions.

**ASARCO, Air Quality Modeling and Model Evaluation – East Helena, MT (Air Quality Modeler: 1992)**

Mr. Murray participated in an extensive complex terrain modeling and monitoring program for a primary lead smelter in Montana.

**Confidential Client, Evaluation of Sulfur Dioxide Monitoring Network – Globe, AZ (Project Manager: Prior to 1990)**

Mr. Murray inspected and multi-station air quality and meteorological monitoring network and performed complex-terrain air quality dispersion modeling.

**Charles River Associates/USEPA, Diesel Exposure – Nationwide, U.S. (Project Manager: Prior to 1990)**

Mr. Murray estimated the frequency of personal exposure to detectible odors of diesel fumes in urban environments based on modeling and available monitored air quality data.

**City of Hudson, Environmental Impact Statement (EIS) Review – Hudson, NY (Project Manager: Prior to 1990)**

Mr. Murray conducted an independent review of an EIS for an oil re-refinery proposed for the shore of the Hudson River.

**Kennecott Copper Company, Evaluation of Ozone SIP – Salt Lake City, UT (Project Task Manager: 1993 – 1994)**

Mr. Murray evaluated the technical and modeling basis of the ozone SIP proposed for the Salt Lake-Provo, Utah area.

**Geneva Steel, Carbon Monoxide (CO) Non-Attainment Area Evaluation – Provo, UT (Air Quality Analyst: 1991)**

Mr. Murray analyzed an extensive set of meteorological, air quality and atmospheric tracer data to determine the contribution of the mill to CO concentrations in a non-attainment area.

**Lane Construction, Brainard Quarry, Air Quality Modeling – East Nassau, NY (Project Manager: 1995 – 1996)**

Mr. Murray performed air quality modeling and testified in an adjudicatory hearing under New York State's Environmental Quality Review Act (SEQRA) process regarding particulate matter and crystalline silica generation from the proposed hard rock mine and resulting community exposures.

**USEPA, Area Source Module Evaluation – Nationwide, U.S. (Project Task Manager: Prior to 1990)**

Mr. Murray evaluated the technical basis of area source algorithms as implemented in various USEPA regulatory models.

**Procter and Gamble, Hamilton County SIP Development Assistance – Ivorydale, OH (Project Manager: 1990)**

Mr. Murray assisted Procter and Gamble with modeling to understand the impact of the proposed Hamilton County SIP on their operations.

**American Energy Systems, Complex Terrain Modeling – Jobos, PR (Air Quality Modeler: 1993 – 1995)**

Mr. Murray conducted multi-source, complex terrain modeling in support of construction and operating permits for a new power plant installation.

**Alyeska Pipeline Service Company, Complex Terrain Modeling – Valdez, AK (Project Manager: 1994 – Present)**

Mr. Murray conducted complex terrain modeling for Alyeska's implementation of a marine vapor control system and other air quality related issues at the Valdez Marine Terminal. The modeling was intricate due to the number and types of sources involved, including a fleet of tankers involved in the Alaska trade.

**Conectiv Energy, NO<sub>x</sub> RACT Compliance – DE and MD (Project Manager: 2000)**

Mr. Murray assisted utility client in development of alternative NO<sub>x</sub> RACT limits for three generating stations in Delaware and Maryland.

**Expert Testimony**

Mr. Murray is a Certified Consulting Meteorologist, the highest professional certification of the American Meteorological Society, and has provided expert reports and testimony for litigation and before public agencies.

**Drayer vs. Lallier, Litigation Support – Mount Holly, NJ (Expert Witness: 1996)**

Mr. Murray quantified dust emissions from a commercial horse stable and the impact of the emissions on a neighboring property. He testified regarding findings at a civil trial.

**M. Shane Buckley et al. vs. American Electric Power, Robinson and McElwee, LLP, Litigation Support (Expert Witness: 1999)**

Mr. Murray served as an expert witness in a civil suit claiming automobile and residential paint damage attributable to power plant emissions. Following field investigation and submittal of an expert report, the case was dismissed.

**Anne S. Finder et al. vs. Springhill Terrace Associates, Gulash and Riccio, Litigation Support – CT (Expert Witness: 1998 – 1999)**

Mr. Murray reviewed meteorological data and provided expert witness testimony in an accident related civil suit.

**LaMalfa, et al. vs. ML&P Trucking, L.L.C., Litigation Support – Portland, CT (Expert Witness: 2001)**

Mr. Murray Inspected damage of materials in-place and collected materials damage field samples for microscopic analysis in TRC's in-house laboratory. He provided expert witness services on atmospheric induced materials damage in a civil suit.

**United States vs. Illinois Power Company, (Civil Action No. 99-833-DRH), Akin, Gump, Strauss, Hauer, Feld, LLP – Baldwin, IL (Expert Witness: 2002 – 2003)**

Mr. Murray served as an expert witness in New Source Review (NSR) case under the Clean Air Act regarding the impact of power plant emissions on architectural and cultural/historical materials.

**Mannheimer vs. City of Bremerton, WA, Carney, Badley, Smith and Spellman – Bremerton, WA (Expert Witness: 1998 – 2000)**

Mr. Murray served as an expert witness on air quality and odor modeling in class action suit against the City of Bremerton, WA/Olympic View Sanitary Landfill.

**United States vs. W.R. Grace, et al., Libby, MT, Kirkland and Ellis, LLP – Libby, MT (Expert Witness: 2006 – Present)**

Mr. Murray is serving as an expert witness on air quality and dispersion modeling for asbestos in a criminal trial.

**Valley Protein, Mays and Valentine, Air Quality Modeling – VA (Expert Witness: 2000)**

Mr. Murray testified in an adjudicatory proceeding in Virginia regarding air quality and odor modeling for a proposed rendering plant.

**Lane Construction, Air Quality Modeling – Brainard, NY (Expert Witness: 1995 –1996)**

Mr. Murray testified as an expert witness regarding air quality and atmospheric modeling for an adjudicatory proceeding for a proposed hard rock quarry.

**D&J Earthworks, Air Quality Modeling – Old Lyme, CT (Expert Witness: 2004 –2005)**

Mr. Murray served as Expert Witness before the Inland Wetland Commission of Old Lyme, Connecticut regarding a proposed quarry operation's impact on air quality and ecological resources.

**Experimental Design and Field Project Management**

Mr. Murray has designed and conducted several large, multi-contractor field projects. These projects have required extensive planning and management skills to attain the project goals.

**Puerto Rico Environmental Quality Bureau, Air Monitoring and Risk Assessment Time Critical Removal Action at Former Vieques Naval Training Range – PR (Air Quality Analyst: 2005 – Present)**

Mr. Murray reviewed the air quality monitoring sites and data reports relative to ordnance removal operations at a former naval practice bombing range. He reviewed air quality monitoring system design for controlled forest burns as part of the remediation program.

**Alyeska Pipeline Service Company, Valdez Air Health Study – Valdez, AK (Project Manager: 1989 – 1992)**

Mr. Murray served as Project Manager for an innovative personal air toxics monitoring and tracer program, the Valdez Air Health Study. He oversaw the design and implementation of an intensive personal and indoor/outdoor volatile organic compound (VOC) monitoring program using atmospheric tracers to apportion emissions. He was the editor of the final, multiple contractor risk assessment report.

**Electric Power Research Institute (EPRI), Plume Model Validation and Development Project – Nationwide, U.S. (Technical Manager: Prior to 1990)**

Mr. Murray served as Technical Manager for EPRI's Plume Model Validation project, a \$32 million, multi-year atmospheric research effort. He oversaw the activities of several contractors and subcontractors. He supervised the implementation of a large database management system with associated dispersion models and statistical software. He directed the design of a comprehensive quality assurance program, designed field measurements programs including tracer network design and monitor siting, and oversaw the field monitoring program involving air quality and meteorological data collection and utilizing state-of-the-art remote sensing equipment and aircraft.

**EG&G/Department of Energy, Rocky Flats Plant, Winter Validation Study – Boulder, CO (Program Manager: 1990 – 1991)**

Mr. Murray served as overall manager of the Winter Validation Study at the Rocky Flats Plant, an extensive tracer, meteorological and remote sensing program. The project was cooperative with DOE's ASCOT program and included 14 field measurements contractors or cooperative agencies with several subcontractors. The study provided plume data for the evaluation of Rocky Flat's sophisticated plume dispersion model.

**Minneapolis Energy Center, Inc., Urban Downwash Study – Minneapolis, MN (Project Manager: 1990)**

Mr. Murray served as Project Manager for a study of plume downwash in an urban core area for the Minneapolis Energy Center. He designed and implemented a meteorological and tracer measurement program for downtown Minneapolis to evaluate the applicability of the USEPA's Industrial Source Complex model for predicting SO<sub>2</sub> concentrations. He statistically analyzed the results to show that the model over-predicts during stable, low wind speed conditions.

**Confidential Client, Property Transfer – Nationwide, U.S. (Field Coordinator: 1995)**

Mr. Murray coordinated nationwide file searches and record reviews of 29 manufacturing facilities on a very compressed project time schedule. The seller agreed to retain environmental liability for previous releases at the facilities and needed a complete set of materials handling records, manifests, etc. for their legal department to use in the event of future law suits or Superfund actions. The results of the file searches were put into a database by chemical and facility to enable the client to respond to potentially responsible party (PRP) notifications. He also supported the client with response to a CERCLA 104 information request.



**Consolidated Edison Company of New York, Evaluation of PCB Inventories for Oil Filled Electrical Equipment – New York City, NY (Project Manager: 1998 – 1999)**

Mr. Murray designed and conducted a project to evaluate the precision of PCB concentration information contained in Con Ed's inventories that are used for compliance with TSCA and for emergency response in the event of a fire or spill. He prepared the sampling approach, oversaw field sampling and performed the database evaluation which was reported to the New York State Department of Environmental Conservation and the Public Service Commission as well as the New York City Department of Environmental Protection and the Fire Department.

**U.S. Army Corps of Engineers, Hurricane Georges Cleanup – Salinas, PR (Field Manager: 1998 – 1999)**

As part of the disaster response and cleanup from Hurricane Georges, the Corps of Engineers designed and constructed an incinerator to handle storm damaged materials. Mr. Murray participated in negotiations with the Environmental Quality Bureau and USEPA Region II personnel regarding the design of an air quality monitoring program for a waste handling/incinerator site. He directed a field crew and subcontractors in around-the-clock monitoring for the site while still under disaster conditions (disrupted power, communication and transportation systems, tropical disease health warnings in effect). The project succeeded in meeting required data capture targets and the Corps of Engineers was able to demonstrate environmental compliance.

**Dispersion Modeling and Model Evaluation**

Mr. Murray has modeled a wide variety of emissions sources using USEPA "Guideline" models, various Gaussian and first-order closure models and physical models (wind tunnel). He has played a key role on several model evaluation projects.

**American Petroleum Institute, Model Evaluation Program – Nationwide, U.S. (Air Quality Analyst: Prior to 1990)**

Mr. Murray was responsible for creating a computer archive of experimental data containing over 80,000 station observation hours from 17 tracer dispersion programs. These data were the basis for an extensive evaluation of USEPA's air quality dispersion models.

**USEPA, Narrative Example – Nationwide U.S. (Project Author: Prior to 1990)**

Mr. Murray conducted the statistical evaluation and authored the "Narrative Example" for the USEPA's Interim Procedures for Evaluating Air Quality Models.

**American Mining Congress, Model Evaluation – Nationwide, U.S. (Air Quality Modeler: Prior to 1990)**

Mr. Murray compared model predicted concentrations against monitored air quality data for several surface mining operations.

**American Petroleum Institute and Western Oil and Gas Association, Model Evaluation – Nationwide, U.S. (Air Quality Modeler: Prior to 1990)**

For offshore oilfield development projects, Mr. Murray evaluated the technical applicability of available modeling approaches and compared model predictions to onshore monitored data.

**Confidential Client, Deposition Algorithm Evaluation – Classified (Project Manager: 1993 – 1994)**

Mr. Murray reviewed available particle and gas deposition modeling algorithms for inclusion in a model to determine the impact of a conventional weapon strike on a hardened target containing biological and chemical warfare agents.

**Pennsylvania Electric Company/General Public Utilities, Model Evaluation Programs – Western PA (Air Quality Modeler: 1991 – 1998)**

Mr. Murray performed modeling and air quality model performance evaluations for several electric generating stations in the complex terrain of western Pennsylvania.

**North Shore Mining, Model Evaluation – Silver Bay, MN (Project Manager: 1994 –1995)**

Mr. Murray prepared an evaluation protocol following the USEPA's "Interim Procedures for Model Evaluation" and executed the statistical procedures for a complex, multi source mineral processing facility.

**Wyoming Mining Association, Model Performance Evaluation – Various Western Mines (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted an evaluation of the applicability of AP42 emission estimates and the ISC model to surface mining operations.

**USEPA, User's Guide for the ISC Model – Nationwide, U.S. (Project Author: Prior to 1990)**

Mr. Murray prepared sections of the User's Guide for the ISC model.

**China Technical Corporation, Inc., Model Training and Emissions Evaluation – Taipei, Taiwan (Project Role: 1992)**

Mr. Murray provided dispersion model training to CTCI staff engineers, subcontractors and members of the Republic of China environmental regulatory community. He also conducted field evaluations of emissions sources in industrial parks in Kaosuing in southern Taiwan.

**Dairyland Power, Acid Deposition/Long Range Transport Modeling – WI (Air Quality Modeler: Prior to 1990)**

Mr. Murray modeled power plant emissions to determine the contribution of the facilities to regional acid precipitation.

**FMC Corporation, Total Suspended Particulate Modeling – Pocatello, ID (Air Quality Modeler: Prior to 1990)**

For an elemental phosphorous plant, Mr. Murray conducted emissions surveys and air quality modeling to assess compliance with NAAQS for total suspended particulate (TSP).

**Pennsylvania Department of Environmental Protection (PADEP) Bureau of Air Quality, Modeling Assistance – Statewide, PA (Project Manager: Prior to 1990)**

Through the USEPA's State Assistance Program, Mr. Murray provided expert meteorological and modeling advice to the PADER Bureau of Air Quality.

**USEPA, Pollutant Episode Analysis – Nationwide, U.S. (Task Manager: Prior to 1990)**

Mr. Murray analyzed meteorological and air quality data collected during episodes of high observed concentrations of ozone and other criteria pollutants. The objective of the study was to identify underlying meteorological causes of elevated concentration events.

**GE Silicones, Risk Assessment Modeling – Waterford, NY (Air Quality Modeler: 1996 – 2006)**

Mr. Murray performed dispersion modeling to assess community health risks under USEPA's BIF regulations.



**Air Toxics Evaluation/Accidental Release**

Mr. Murray has conducted a variety of air toxics monitoring, dispersion modeling and model evaluation projects.

**Connecticut Resources Recovery Authority, Health Assessment Modeling for Landfill – Hartford, CT (Air Quality Modeler: 1995)**

Mr. Murray employed modeling (ISCST3), monitoring and emissions data to assess the health risks associated with operation and expansion of an urban area regional landfill.

**Cosmed Group, Permitting Assistance – RI and NJ (Project Task Manager: 2002 –2006)**

Mr. Murray provided emission measurement, permitting and regulatory assistance for ethylene oxide sterilizer facilities.

**Posillico Brothers Asphalt Company, Plume Modeling Study – Farmingdale, NY (Project Manager: 2002)**

Mr. Murray provided air toxics modeling for an asphalt plant in response to DEIS public comments.

**PPL Generation, LLC, Lake Wallenpaupack Project Hydrogen Sulfide Emissions – Lake Wallenpaupack, PA (Project Manager: 2001 – 2002)**

Mr. Murray estimated maximum long and short term concentrations arising from tailstock emissions.

**The Fertilizer Institute, Ammonia Release Modeling – Nationwide, U.S. (Project Manager: 1995 – 1996)**

To assist its members in meeting the requirements of USEPA's Risk Management Program under Section 112r of the Clean Air Act Amendments (CAAA) of 1990, Mr. Murray modeled worst-case and alternative scenario accidental releases of anhydrous ammonia for a variety of tank sizes and configurations.

**Louisiana Ammonia Producers Association, Ammonia Release Modeling – Statewide, LA (Project Role: 1996)**

To assist with 112r compliance, Mr. Murray performed a series of worst-case and alternative scenario modeling runs using appropriate dense gas modeling algorithms. Employed several different modeling approaches and compared their results.

**General Public Utilities Generating Company, Shawville Generating Station, Risk Management Plan (RMP) Review – Shawville, PA (Air Quality Modeler: 1996)**

Mr. Murray reviewed the existing OSHA Process Safety Management (PSM) plan and recommended additional steps needed to comply with USEPA's RMP requirements. He also performed worst case, dense gas modeling for compounds stored onsite.

**Confidential Client, RMP Worst-Case and Alternative Scenario Modeling – Various Upper Midwest States (Project Manager: 1996 – 1997)**

For an ammonia production and transportation client, Mr. Murray assisted in defining alternative release scenarios and performed dense gas modeling using DEGADIS and HGSYSTEM to determine distance to endpoint for RMP compliance.

**Chemical Manufacturers' Association, Model Evaluation – Nationwide, U.S. (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted an evaluation of dense gas and other models applicable to accidental releases.

**Duane Arnold Energy Center, Chlorine Spill Modeling – Palo, IA (Air Quality Modeler: Prior to 1990)**

To assess the impact of an accidental chlorine spill on operations of a nuclear power station control room, Mr. Murray modeled several potential accident scenarios and used "what if" analysis techniques to predict accident consequences on both personnel and reactor control hardware.

**Ciba Geigy, Hypothetical Phosgene Gas Release Tracer Study – Toms River, NJ (Project Manager: Prior to 1990)**

Mr. Murray used sulfur hexafluoride tracer to simulate low wind speed, stable meteorology condition accidental releases from a phosgene gas storage facility.

**Carolina Power and Light, Meso-Scale Modeling, Accidental Release and Long-Term Exposure – Hartsville, SC (Air Quality Modeler: Prior to 1990)**

Mr. Murray modeled potential accidental and long-term releases of radionuclides using the MESODIFF dispersion model.

**Potentially Responsible Parties, McColl Superfund Site – Fullerton, CA (Air Quality Modeler: Prior to 1990)**

Mr. Murray modeled odor and toxic air pollutant emissions from one of the first Superfund sites in the country.

**Travenol Laboratories, Ethylene Oxide Modeling – Glenview, IL (Project Manager: Prior to 1990)**

Mr. Murray modeled near field (employee) and far field (community) concentrations resulting from the operation of bulk sterilizers at a production facility.

**Jackknife, Air Toxics Evaluation – Middletown, CT (Project Manager: Prior to 1990)** Mr. Murray evaluated the air toxics exposure potential of a proposed movie battle scene for the Robert DiNiro movie "Jackknife".

**USEPA, Toxic/Accidental Release Model Evaluation – Nationwide, U.S. (Project Task Manager: Prior to 1990)**

Mr. Murray reviewed and prepared databases for the USEPA's evaluation of dense gas dispersion models. He subsequently participated in the model evaluation effort.

**Exxon Bayway Refinery, Accidental Release – Bayway, NJ (Air Quality Modeler: 1990)**

Mr. Murray collected meteorological data and performed modeling over a three state region in support of litigation actions following an accidental release.

**Union Camp Corporation, Air Toxics Sampling – Savannah, GA (Project Manager: 1994)**

Mr. Murray designed, conducted and analyzed an ambient sampling program to determine the concentrations of air toxics surrounding a large paper mill and to determine whether the paper mill was a significant source of the compounds measured.

**City of Hartford, North Meadows Landfill, Meteorological and Air Quality Sampling Program – Hartford, CT (Air Quality Analyst: 1991)**

In response to community concerns regarding landfill gas emission and population exposure, Mr. Murray designed a meteorological and air quality sampling program for the landfill.

**Odor Assessment and Modeling**

Mr. Murray is an author of TRC's ODOR model, designed to predict very short-term concentrations, and has conducted several odor measurement, survey and modeling studies.

**Massachusetts Water Resources Authority, Odor Impact Evaluation and Odor Modeling Support – Boston, MA (Project Task Manager: 2001 – 2004)**

Mr. Murray provided support for odor measurement and odor modeling activities for the Deer Island Treatment Plant in Boston Harbor.

**City of Fort Lauderdale, Odor Modeling – Fort Lauderdale, FL (Air Quality Modeler: Prior to 1990)**

Mr. Murray modeled odorous emissions for a variety of industrial sources in Fort Lauderdale in order to devise an economically viable control strategy.

**Dexter Corporation, Odor Impact Evaluation – Windsor Locks, CT (Air Quality Analyst: Prior to 1990)**

Mr. Murray conducted odor emission measurements, community odor surveys and odor modeling for a specialty paper company. The modeling used TRC's proprietary ODOR model and was performed to explore control strategy alternatives.

**General Motors Truck and Coach, Odor Modeling – Pontiac, MI (Air Quality Modeler: Prior to 1990)**

Mr. Murray performed odor modeling for foundry, spray booth and other sources at GM's facilities.

**General Motors, Orion Plant, Odor Modeling – Lake Orion, MI (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted odor modeling for proposed control strategies.

**Tennessee Eastman, Odor Modeling – Kingsport, TN (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted odor modeling for process control applications.

**City of Baltimore, Back River Wastewater Treatment Plant (WWTP), Odor Study – Baltimore, MD (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted odor emission and ambient sampling, and odor modeling for a large municipal WWTP.

**Composting Facility, Odor Modeling – Montgomery County, VA (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted odor modeling and community odor evaluation for a state of the art composting facility.

**Clark County, Nevada, Odor Modeling – Clark County, NV (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted odor modeling and evaluations for a municipal WWTP.

**General Motors, Odor Measurement and Modeling – Van Nuys, CA (Air Quality Modeler: Prior to 1990)**

Mr. Murray participated in an extensive odor evaluation and control project at an automotive assembly plant in a heavily developed suburban area.

**Valley Proteins, Odor Emissions Testing, Modeling and Professional Testimony – Winchester, VA (Air Quality Modeler: 2000)**

Mr. Murray tested and modeled emissions from a poultry rendering facility. He testified in an adjudicatory hearing regarding the odor impact of siting a rendering facility.

**Ford Motor Company, Odor Modeling, Twin Cities Plant – St. Paul, MN (Air Quality Modeler: Prior to 1990)**

Mr. Murray evaluated the community impact of odors emissions from an automotive manufacturing plant.

**Phthalchem, Inc., Odor Modeling – Cincinnati, OH (Air Quality Modeler: Prior to 1990)**

Mr. Murray conducted dispersion modeling for emissions from a chemical manufacturing facility.

**New Milford Landfill, Odor Modeling – New Milford, CT (Air Quality Modeler: 1996)**

Mr. Murray performed extensive ISCST3 odor modeling to determine the impact of removing the existing permanent landfill cap and excavating the landfill to comply with a court decision requiring portions of the landfill materials to be removed from the site.

**Canadian Technical Tape, Odor Modeling Evaluation – Montreal, Canada (Air Quality Modeler: 1996)**

Mr. Murray supported a manufacturing plant in interpreting and complying with municipal regulations regarding the emission of odorous compounds in an urban setting.

**Materials Damage and Corrosion Assessment**

Mr. Murray has conducted several projects evaluating the impact of air pollutants on non-biological materials and is past Chairman of the Air and Waste Management Association's Materials Effects Committee.

**Orange and Rockland Utilities, Materials Damage Study – Stony Point, NY (Project Manager: 1987 – 1990)**

Mr. Murray designed and conducted a three-year field exposure study of the impact of a coal fired utility plant on metals, paints and structural stone. The study involved several field monitoring sites with concurrent air quality and meteorological monitoring.

**USEPA, Coating Performance Evaluation – Jacksonville, FL (Project Manager: 2002 – 2005)**

Mr. Murray designed and conducted a two-year field exposure study of coating performance at the Naval Air Station, Jacksonville, Florida. The study incorporated exposure coupons, fuel tank and runway striping coatings.

**USEPA, Materials Damage Survey – AZ, NE, NC (Air Quality Analyst: Prior to 1990)**

Mr. Murray conducted a field survey of single and multi-family residential, commercial and agricultural materials in-place in Tucson, Arizona, Lincoln, Nebraska and Charlotte, North Carolina. The objective of the survey was to quantify the types of exposed materials in pre-selected Census Tracts so that a predictive model of materials in place could be developed to

support estimates of the economic consequences of air pollution induced materials damage to building exteriors.

**California Air Resources Board, Economic Estimate of Air Pollution Materials Damage – Los Angeles, CA (Air Quality Analyst: Prior to 1990)**

Using data bases of monitored air quality data, estimates of materials in place and materials damage functions, Mr. Murray estimated the total and per capita costs of air pollution induced materials damage in the South Coast Air Basin.

**National Park Service, Air Pollution Damage to Statuary and Historic Building Facades – Nationwide, U.S. (Project Manager: Prior to 1990)**

Mr. Murray designed and conducted a survey of art conservators, historic preservation groups and building contractors to quantify the economic impact of air pollution on culturally and historically significant properties including bronze statuary and masonry building facades.

**First Brands Corporation, Severe Atmospheric Corrosion – Cartersville, GA (Project Manager: Prior to 1990)**

Mr. Murray investigated equipment failure attributable to rapid atmospheric corrosion at three manufacturing facilities. Ambient sampling was conducted to identify chemically active ions and determine the likely sources of the damaging emissions.

**Freeport Sulfur, Materials Damage/Emission Study – Jacksonville, FL (Air Quality Analyst: Prior to 1990)**

Mr. Murray participated in a project to determine the particulate emissions from pelletized sulfur and determine the corrosion impact of sulfur.

**City of Charleston, Materials Damage Pine Island WWTP – Charleston, SC (Project Manager: Prior to 1990)**

Mr. Murray analyzed an acute rapid corrosion problem at the city's WWTP and recommended control strategies to resolve the corrosion problems.

**Electric Motion, Materials Damage/Corrosion Evaluation – Winsted, CT (Project Manager: Prior to 1990)**

Mr. Murray conducted an investigation of corrosion of electronics components stored in a warehouse environment. Using microscopy, he found that modifications to coating processes were needed.

**National Acid Precipitation Assessment Program (NAPAP), Review of Acid Precipitation Impact on Materials – Nationwide, U.S. (Air Quality Analyst: Prior to 1990)**

Mr. Murray conducted a critical review of NAPAP's findings regarding the effects and economics of acid precipitation on culturally significant and common architectural materials.

**Fritzche, Dodge, Olcott, Materials Damage Review – New York, NY (Air Quality Analyst: Prior to 1990)**

Mr. Murray reviewed materials damage and corrosion allegedly caused by material handling practices at a manufacturing facility.

**Monitoring and Data Evaluation**

Mr. Murray has been responsible for several air quality and meteorological monitoring programs.

**Phelps Dodge, Metals Deposition Analysis – Norwich, CT (Air Quality Modeler: 2000)**

Mr. Murray performed statistical/graphical analysis of geographic concentration pattern of metals in soil and streambeds to determine probable source locations.

**New York State Department of Transportation, Carbon Monoxide (CO) Hotspot Monitoring – New York, NY (Project Task Manager: 1990 – 1991)**

Mr. Murray installed and operated CO Hotspot monitoring sites around some of the busiest intersections in midtown Manhattan. The project was conducted as part of the West Side Highway rebuild environmental assessment.

**New York Economic Development Corporation, Richmond County Ballpark at St. George Design – New York, NY (Air Quality Analyst: 1998)**

Mr. Murray participated in design of a minor league baseball park on Staten Island by examining historical wind data to determine the appropriate distance to the outfield fence.

**Industry Consortium, Pioneer Valley Hi-Vol Sampling Program – Statewide, MA (Air Quality Analyst: Prior to 1990)**

Mr. Murray managed a 12-station TSP monitoring network throughout the Connecticut River Valley in Massachusetts.

**Boston Edison Company, Meteorological Monitoring Pilgrim Station – Plymouth, MA (Air Quality Analyst: Prior to 1990)**

Responsible for meteorological system maintenance, data processing and review to meet Nuclear Regulatory Commission (NRC) requirements for a safety related program with full NRC Quality Assurance (QA).

**Sandia National Laboratory, Waste Isolation Pilot Plant (WIPP) – Carlsbad, NM (Air Quality Analyst: Prior to 1990)**

Mr. Murray was responsible for meteorological data processing and reporting under NRC QA requirements. He also performed accidental release and long-term exposure modeling calculations for the proposed facility.

**Finch Pruyn Corporation, Meteorological Monitoring System Design – Glens Falls, NY (Air Quality Analyst: Prior to 1990)**

Mr. Murray designed a meteorological monitoring system to meet PSD and state monitoring requirements for onsite data collection in support of regulatory dispersion modeling.

**Mashantucket Pequot Tribe, Meteorological and Air Quality Monitoring System Design – Ledyard, CT (Air Quality Analyst: 1994)**

Mr. Murray prepared a conceptual design plan to assess the air quality impacts of development of the reservation property.

**Yankee Atomic Electric Company, Meteorological Data Evaluation – Rowe, MA (Air Quality Analyst: Prior to 1990 – 1999)**

In compliance with NRC safety requirements, Mr. Murray reviewed meteorological data collected at the Rowe power station.

**Princeton University Plasma Physics Laboratory, Meteorological Data Evaluation, – Princeton, NJ (Air Quality Analyst: Prior to 1990 – 1999)**

In compliance with NRC safety requirements, Mr. Murray reviewed meteorological data collected at Princeton's research facility.



### PROFESSIONAL AFFILIATIONS

- American Meteorological Society, Certified Consulting Meteorologist
- Air and Waste Management Association (National and Connecticut Chapter, Board of Directors)

### SELECTED PUBLICATIONS AND PRESENTATIONS

Murray, D.R., "Probability Analysis of Combining Background Concentrations with Model Predicted Concentrations", *Journal of the Air and Waste Management Association*, Accepted for Publication.

Murray, D.R., "PM<sub>2.5</sub> Design Concentrations in High Background Regions", Paper No. 344, Presented at *the 101st Annual Meeting of the Air and Waste Management Association*, Portland, OR, June 2008.

Murray, D.R., "Experiences Using AERMOD," Presented *Air Quality Models Specialty Conference*, at *Air and Waste Management Association*, Newport, RI, April 2001.

Murray, D.R., "Compliance with USEPA's Risk Management Planning", *New Jersey Environment, Massachusetts Environment and Pennsylvania Environment*, Environment News Magazines, Inc., Bloomfield, CT, January 1997.

Murray, D.R., "Atmospheric Tracer Concentrations from Elevated Source in Urban Core", *Journal of Environmental Engineering, American Society of Civil Engineers*, Vol. 121, No. 1, January 1995.

Murray, D.R., "Observed Downwash Concentrations Compared to ISCST Predictions in Urban Core," *Journal of Environmental Engineering, American Society of Civil Engineers*, Vol. 121, No. 1, January 1995.

Murray, D.R., "Review of the Effects of Ozone and Nitrogen Oxides on Non-Biological Materials," 94MP1.02, Presented at the *87th Annual Meeting of the Air and Waste Management Association*, Cincinnati, OH, June 1994.

Murray, D.R., "CTDMPLUS Modeling Program Development and Implementation at the ASARCO Primary Lead Smelter," 94WP89.04, Presented at the *87th Annual Meeting of the Air and Waste Management Association*, Cincinnati, OH, June 1994.

Murray, D.R., "Preparing for CTDMPLUS Modeling Analysis: Necessary Enhancements to an Existing Meteorological Monitoring Network," Presented at the *8th Joint Conference on Applications of Air Pollution Meteorology, American Meteorological Society*, Nashville, TN, January 1994.

Murray, D.R., "Meteorological Aspects of Benzene Transport, Dispersion and Personal Exposure in Valdez, Alaska," Presented at the *8th Joint Conference on Applications of Air Pollution Meteorology, American Meteorological Society*, Nashville, TN, January 1994.

Murray, D.R., "Evaluation of REMTECH PA2 Phased Array SODAR Performance in Complex Terrain Using In-Situ Turbulence Instruments," Presented at the *8th Joint Conference on the Applications of Air Pollution Meteorology, American Meteorological Society*, Nashville, TN, January 1994.

Murray, D.R., "Impact of a Coal-Fired Power Plant on Architectural Materials," Presented at the *84th Annual Meeting of the Air and Waste Management Association*, Vancouver, Canada, June 1991.

Murray, D.R., "Valdez Air Health Study: Exposure Monitoring and Risk Assessment," Presented at the *International Symposium on Measurement of Toxic and Other Related Air Pollutants*, Raleigh, NC, March 1991.

Murray, D.R., "Comments on NAPAP's Program on Materials and Cultural Resources Effects", Presented at the *National Acid Precipitation Assessment Program Peer Review Meeting*, Charleston, SC, January 1989.

Murray, D.R., "Plume Dispersion Project," Presented at the *2nd International Conference on Atmospheric Sciences and Applications to Air Quality*, Tokyo, Japan, October 1988.

Murray, D.R., "Design and Implementation of a Materials Deterioration Monitoring Study for an Electric Utility" Presented at the *81st Annual Meeting of the Air Pollution Control Association*, Dallas, TX, June 1988.

Murray, D.R., "Industrial Toxic Gas Storage Facility Dispersion Study," Presented at the *1988 USEPA/APCA Symposium on Measurement of Toxic and Related Air Pollutants*, Raleigh, NC, May 1988.

Murray, D.R., "Urban Power Plant Plume Studies," *EPRI EA5468, Electric Power Research Institute*, Palo Alto, CA January 1988.

Murray, D.R., "Dispersion of Gases", Manual on *Disposal of Refinery Wastes*, Volume on *Atmospheric Emissions*, American Petroleum Institute, Washington, D.C., 1987.

Murray, D.R., "Urban Dispersion Model Evaluation," Presented at the *Fifth Joint Conference on the Applications of Air Pollution Meteorology*, American Meteorological Society, Chapel Hill, NC, November 1986.

Murray, D.R., "Assessment of the Costs of Materials Damage from Air Pollution in Los Angeles, California," Presented at the *79th Annual Meeting of the Air Pollution Control Association*, Minneapolis, MN, June 1986.

Murray, D.R., "Ambient Odor Modeling to Determine Control Requirements," Presented at the *76th Annual Meeting of the Air Pollution Control Association*, Atlanta, GA, June 1983.

Murray, D.R., "Comparisons of Wind Observations Taken at Different Heights and Locations in a Flat Terrain Setting," Presented at the *3rd Joint Conference on Applications of Air Pollution Meteorology*, American Meteorological Society, San Antonio, TX, January 1982.

Murray, D.R., "Use of a Fluctuating Plume Puff Model for Prediction of the Impact of Odorous Emissions," Presented at the *71st Annual Meeting of the Air Pollutant Control Association*, Houston, TX, June 1978.

Murray, D.R., "Characterization of St. Louis Urban Aerosol Using Scanning Electron Microscopy and Energy Dispersion XRay Analysis," *Thesis to the Faculty of Purdue University*, Lafayette, IN, December 1977.



## **RAYMOND D. POTTER**

### **EDUCATION**

B.S., Wood Science and Technology, University of Maine, 1985

### **TECHNICAL SPECIALTIES**

Mr. Raymond D. Potter has 25 years of emission measurement experience including:

- Project Management
- Design of Sampling and Analysis Programs
- Source Sampling Methodology
- Maintenance and Supervision of Sampling Equipment

### **REPRESENTATIVE EXPERIENCE**

Mr. Potter currently serves as Manager of the Emissions Measurement Group in TRC's Windsor, Connecticut office. He has 25 years of experience and is responsible for the planning and performance of source sampling programs for the chemical, paper, wood products, manufacturing, incineration, cogeneration, and petroleum industries. He is responsible for the management of a number of projects in their entirety ranging from fulfilling regulatory agency mandates to collecting information for in-house purposes.

#### **Project Management**

##### **Yale University, Emission Testing – New Haven, CT (Project Manager: 1990 – 2004)**

Mr. Potter has coordinated multiple test programs at Yale University's five power house facilities. Testing included measurements conducted on turbines, boilers, and generators and consisted of measurements for PM, PM-10, CO, NO<sub>x</sub>, SO<sub>2</sub>, THC, and opacity. The test programs employed the use of EPA Methods 1-5, 6C, 7E, 9, 10, 25A, and 201A/202. The data generated from these programs was used to demonstrate compliance with federal and state emissions limits.

##### **Bristol Myers Squibb, Emission Testing – Wallingford, CT (Project Manager: 1990 – Present)**

Mr. Potter has coordinated multiple test programs on three boilers, three generators, one turbine, and a waste incinerator located at the Bristol Myers Squibb facility. These programs included annual RATAs, HMWI testing, and compliance testing. The test programs encompassed measurements for pollutants including PM, PM-10, CO, NO<sub>x</sub>, SO<sub>2</sub>, HCl, PCDD/PCDF, multi-metals, ammonia, and opacity. The test programs employed the use of EPA Methods 1-5, 6C, 7E, 9, 10, 23, 25A, 26A, 29, 201A/202, and CTM 027. The data generated from these programs was used to demonstrate compliance with federal and state emissions limits.

##### **Merck & Co., Inc., Emissions Testing – Rahway, NJ (Project Manager: 1990 – Present)**

Mr. Potter has coordinated multiple test programs at the Merck facility in Rahway, NJ. These programs included a BIF Trial Burn conducted on two boilers, A Trial Burn conducted on a soil cleaning unit, annual HMWI testing of an incinerator, and compliance testing for three oxidizers and multiple boilers. The test programs encompassed measurements for pollutants including PM, PM-10, CO, NO<sub>x</sub>, SO<sub>2</sub>, HCl, PCDD/PCDF, multi-metals, hexavalent chrome, volatile organic compounds, ammonia, and opacity. The test programs employed the use of EPA Methods 1-5, 6C, 7E, 9, 10, 23, 25A, 26A, 29, 201A/202, CTM 027, and VOST and BIF SW846 Methods 0010, 0011, 0030, 0050, 0060, and 0061. The data generated from these programs was used to demonstrate compliance with federal and state emissions limits.

**PPL Power, Emissions Testing – Wallingford, CT (Project Manager: 2000 – 2005)**

Mr. Potter has coordinated multiple test programs at the PPL facility in Wallingford, CT. These programs included initial compliance testing of five gas turbines and annual RATA testing. The test programs encompassed measurements for pollutants including PM, PM-10, CO, NO<sub>x</sub>, VOCs, ammonia, and opacity. The test programs employed the use of EPA Methods 1-5, 7E, 9, 10, 23, 25A, and CTM 027. The data generated from these programs was used to demonstrate compliance with federal and state emissions limits

**Milford Power, Emissions Testing – Milford, CT (Project Manager: 2000 – Present)**

Mr. Potter has coordinated multiple test programs at the Milford Power facility in Milford, CT. These programs included initial compliance testing of two gas turbines and annual RATA testing. The test programs encompassed measurements for pollutants including PM, PM-10, CO, NO<sub>x</sub>, SO<sub>2</sub>, VOCs, ammonia, and opacity. The test programs employed the use of EPA Methods 1-5, 6C, 7E, 9, 10, 23, 25A, and CTM 027. The data generated from these programs was used to demonstrate compliance with federal and state emissions limits

**Lake Road Generating Co, Inc., Emissions Testing – Dayville, CT (Project Manager: 1999 – Present)**

Mr. Potter has coordinated multiple test programs at the Lake Road Generating facility in Dayville, CT. These programs included initial compliance testing of three gas turbines and annual RATA testing. The test programs encompassed measurements for pollutants including PM, PM-10, CO, NO<sub>x</sub>, SO<sub>2</sub>, VOCs, ammonia, and opacity. The test programs employed the use of EPA Methods 1-5, 6C, 7E, 9, 10, 23, 25A, and CTM 027. The data generated from these programs was used to demonstrate compliance with federal and state emissions limits

**Fluor Daniel/Amoco, Trial Burn Program – Kansas City, MO (Project Manager: 1995)**

Mr. Potter coordinated the activities of a five person crew in the performance of a trial burn program on a low temperature thermal desorption system designed to decontaminate a refinery waste site. The program included waste feed spiking with organic and metal surrogates and emissions testing. The test program employed the use of EPA SW846 Methods 0050, 0060, 0061, 0010, 0030, and 0011. The data generated from this program was used to demonstrate compliance with MDNR and USEPA emissions limits.

**GDC, Trial Burn Program – Winfield, LA (Project Manager: 1996)**

Mr. Potter coordinated the activities of a six person crew in the performance of a trial burn program on a soil decontamination incinerator designed to decontaminate soil on a RCRA site. The test program employed the use of EPA SW846 Methods 0050, 0060, 0061, 0010, 0030, and 0011. The data generated from this program was used to demonstrate compliance with USEPA emissions limits.

**J.M. Huber Corporation, Emission Tests – Athens, GA (Technician: 1993)**

Mr. Potter conducted emission tests on multiple sources at an oriented strand board facility in Athens, Georgia. Program included efficiency testing on the dryer scrubber for VOCs formaldehyde, and particulate matter using EPA Methods 25A, SW846 Method 0010, and EPA Method 5. Tests were conducted to demonstrate compliance with performance guarantee.

**Louisiana Pacific Corporation, Emissions Test Program – Houlton, ME (Project Manager: 1996)**

Mr. Potter performed an emissions test program at an oriented strand board plant in Houlton, Maine which included tests on the press, board dryer, and board former for particulate, formaldehyde, NO<sub>x</sub>, condensibles, and VOCs. Formaldehyde emissions were measured using the NCASI method.

**New York State Electric & Gas Corporation, Trial Burn – Bainbridge, NY (Project Manager: 1993 – 1997)**

Mr. Potter coordinated the activities of a six person crew in the performance of a trial burn conducted to demonstrate compliance with NYSDEC and USEPA emissions limits. The project team performed emissions measurements for NO<sub>x</sub>, SO<sub>2</sub>, CO, particulate matter, hydrochloric acid, metals, chrome and hexavalent chrome, dioxin/furan, PCBs, PAHs, chlorophenols, benzene, toluene, ethylbenzene, xylene, formaldehyde, and cyanide. The test program employed the use of EPA Methods 15, 6C, 7E, 10, 23, 26, and 29, SW846 Methods 0010 and 0030, NIOSH method 7904, and California Air Resources Board (CARB) Method 425.

**New York State Electric & Gas Corporation, Trial Burn – East Corning, NY (Project Manager: 1993 – 1997)**

Mr. Potter coordinated the activities of a six person crew in the performance of a trial burn conducted to demonstrate compliance with NYSDEC and USEPA emissions limits. The project team performed emissions measurements for NO<sub>x</sub>, SO<sub>2</sub>, CO, particulate matter, hydrochloric acid, metals, dioxin/furan, PCBs, PAHs, chlorophenols, and formaldehyde. The test program employed the use of EPA Methods 15, 6C, 7E, 10, 23, 26, and 29, and SW846 Method 0010.

**Selkirk Cogeneration Corporation, Emission Measurement Program – Selkirk, NY (Project Manager: 1994)**

Mr. Potter coordinated the activities of a six person crew in the performance of a vendor demonstration program and an emissions measurement program to demonstrate compliance with NYSDEC and USEPA emissions limits. Measurements were conducted to determine emissions of NO<sub>x</sub>, CO, particulate matter, and ammonia using EPA Methods 7E, 10, and 15, respectively. This program also included the performance of a 100 hour vendor demonstration period.

**Independent Cement Company, Pollutant Source Testing – Catskill, NY (Project Manager: 1996)**

Mr. Potter coordinated the activities of a three person crew in performing a pollutant source testing program. The project team performed measurements for NO<sub>x</sub>, SO<sub>2</sub>, and particulate emissions according to EPA Methods 7E, 6 and 5 respectively.

**First Brands Corporation, Emissions Program – East Hartford, CT (Project Manager: 1993)**

Mr. Potter coordinated a four person crew in the performance of a volatile organic compound and particulate emissions program. The project team performed measurements for volatile organic compounds (VOCs) according to EPA Method 25A and VOST. Particulate sampling was performed according to EPA Method 5. Particle sizing was performed to determine the size classes of the particulate emissions.

**Design of Sampling and Analysis Programs**

Mr. Potter has experience in the design and implementation of sampling and analysis programs for a wide variety of industries. These programs have included both compliance and noncompliance programs. Mr. Potter draws on his experience and proficiency in EPA methods as well as NIOSH methods in the design of these programs.

**Bechtel Power Corporation, Compliance Program – Gaithersburg, MD (Project Manager: 1994)**

Mr. Potter provided scope of work for a compliance program to determine pollutant emissions from a cogeneration facility in Rhode Island. Scope of work included development of a test protocol, determination of sampling methodology, and scheduling.

**Independent Energy Corporation, Compliance Program – Hartford, CT (Project Manager: 1996)**

Mr. Potter provided scope of work for a compliance program to determine pollutant emissions from a cogeneration facility in New Jersey. Scope of work included development of a test protocol, determination of sampling methodology, and scheduling.

**Reflexite Corporation, Compliance Program – Avon, CT (Project Manager: 1993 – 2000)**

Mr. Potter provided scope of work for a compliance program to determine capture and destruction efficiency of volatile organic compounds from a coating operation. Scope of work included development of a test protocol, determination of sampling methodology, and scheduling.

**SPECIALIZED TRAINING**

- OSHA Hazardous Waste Site Training, 40 hours, 1989
- OSHA Hazardous Waste Site Training, 8 hours, 1990, 1991, 1993, 1994, 1995
- OSHA Hazardous Waste Site Manager's Training, 8 hours, 1992

## **DANA L. LOWES-HOBSON, QEP**

### **EDUCATION**

M.S., Atmospheric Science, Georgia Institute of Technology, 2005

B.S., Meteorology, Florida State University, 2004

### **PROFESSIONAL REGISTRATIONS/CERTIFICATIONS**

Qualified Environmental Professional, 2013

### **AREAS OF EXPERTISE**

Ms. Dana L. Lowes-Hobson is a meteorologist at TRC and has 8 years of experience in:

- Air Quality Modeling
- Meteorological and Climatological Analysis
- Odor Evaluation Modeling
- Air Quality Compliance

### **PROFESSIONAL AND VOLUNTEER EXPERIENCE**

Ms. Lowes-Hobson is a Project Meteorologist at TRC in Windsor, CT. She currently conducts and/or manages modeling portions of projects. She can perform air quality modeling evaluations with the SCREEN3, ISCST3, AERMOD, AERSCREEN, and CALPUFF air quality models along with associated meteorological and terrain data processors for industrial and power generation facility permitting including state level New Source Review (NSR) and Prevention of Significant Deterioration (PSD) permitting. Ms. Lowes-Hobson also conducts modeling analyses for litigation, or odor control associated with state level regulations. Ms. Lowes-Hobson also affectively maintains relationships and communicates with state agency air quality modeling personnel regarding specific aspects of modeling analyses, protocol and final report contents.

Ms. Lowes-Hobson has experience in selecting representative meteorological data sets based on data capture, availability, consultation with state agencies, and location in relation to the project site. She also has experience checking meteorological data collected at the facility site for validity, and converting or reformatting for model input.

Ms. Lowes-Hobson also manages and conducts air quality compliance reporting for clients in the state of Connecticut under the General Permit to Limit Potential to Emit (GPLPE) program. These activities include total facility emissions calculations, facility emissions inventory, state agency communication, and reporting.

She has experience gathering and organizing facility emissions inventories and monitor data from state and federal data bases for support in litigation and multi-source analysis for permitting projects. Her use of GIS software packages includes ARCVIEW and AutoCAD to extract geospatial data for input and to present results and other project relevant spatial data.

Ms. Lowes-Hobson serves as the secretary for the Connecticut Chapter of the Air and Waste Management Association. As secretary, Ms. Lowes-Hobson prepares meeting reports, coordinates public chapter meetings, and effectively communicates with membership and past meeting attendees (non-members) via email and through the chapter website. Ms. Lowes-Hobson also serves as a member of the scholarship committee for the chapter which includes, promoting the scholarship via email, reviewing the scholarship applications, and consulting with other scholarship committee members to ultimately choose an awardee.

### Air Quality Modeling Projects

#### **Massachusetts Department of Transportation, Air Quality Modeling and Reporting, Boston, MA (2011-2014):**

Ms. Lowes-Hobson provided PM<sub>2.5</sub>, CO, and NO<sub>2</sub> air quality modeling services using AERMOD for the Central Artery (I-93)/Tunnel (I-90) Project, Operating Certification of the Project Ventilation System Supplemental Application Technical Support Document (TSD). Ms. Lowes-Hobson modeled impacts of emissions from the roadway tunnel vent buildings for use in determining emission limits from those vent buildings for the TSD. Ms. Lowes-Hobson also attended and created meeting summary reports for multiple project related meetings as a consultant for the Massachusetts Department of Transportation (MassDOT) with the Massachusetts Department of Environmental Protection in support of the project. The supplemental TSD was successfully submitted in August 2012 with approval following shortly after. Ms. Lowes-Hobson continues to support MassDOT in air quality related tasks.

#### **SD Warren Company's Somerset Mill, Air Quality Modeling – Skowhegan, ME (2007, 2012-2013):**

Ms. Lowes-Hobson serves as the air quality modeler in support of permit applications for a Recovery Boiler Upgrade and stack liner replacement in 2007 and a Natural Gas Conversion and Lime Kiln Upgrade in 2012-2013. Both projects included demonstration with current air quality standards using AERMOD. The 2007 projects required extensive onsite meteorological data processing for input into AERMOD using MS Excel spreadsheet and FORTRAN programming. Those projects also required detailed structure analyses for input into AERMOD using BPIP PRIM, the downwash processor for AERMOD. The 2012-2013 projects required conversion of pre-processed components of AERMOD with current executables. All projects included demonstrations NAAQS and PSD using multisource modeling.

#### **CMEEC, 50 in 5 Project, Air Quality Modeling – Multiple Sites in CT (Project Modeler 2009 – 2013):**

Ms. Lowes-Hobson served as the Air Quality modeler in support of permit applications to install diesel generator sets at multiple project sites in CT including two sites in Wallingford and Norwich each. For those four projects, Ms. Lowes-Hobson conducted refined air quality modeling using AERMOD and associated preprocessors. The refined analyses included demonstration of compliance with the hourly NO<sub>2</sub> NAAQS standard. The demonstration invoked the use of the Plume Volume Molar Ratio Method (PVMRM) in AERMOD which required analyses of EPA supplied hourly NO<sub>2</sub> and NO<sub>x</sub> ambient monitor data in order to determine an appropriate ambient NO<sub>2</sub>/NO<sub>x</sub> ratio for input into AERMOD and hourly NO<sub>2</sub> background values included in post-processing of AERMOD produced output to determine the appropriate design concentration for comparison to the hourly NO<sub>2</sub> NAAQS. Ms. Lowes-Hobson was involved in development and implementation of appropriate methods involved in hourly air monitoring data analyses. This included reorganization and analyses of hourly data utilizing MS Excel and consideration of the NO<sub>2</sub> and NO<sub>x</sub> monitor locations in proximity to project sites by presenting monitor locations in Connecticut and Rhode Island using ARCVIEW software. Those methods were ultimately reviewed and approved by the Connecticut DEP for hourly NO<sub>2</sub> NAAQS compliance demonstrations.

#### **Devon Energy, Air Quality Modeling – Beaver Creek, WY (Project Modeler 2010):**

Ms. Lowes-Hobson was the Air Quality modeler in support of a permit application to install new process equipment at a natural gas compressor station located near Riverton in Fremont County, Wyoming. AERMOD was used to evaluate facility-wide compliance with the Wyoming NO<sub>2</sub> annual ambient air quality standard. Project tasks include reconciling previously created downwash input files with current and future plant configurations, organizing source input



parameters, and using this information to create AERMOD input files. Concentration isopleths were evaluated in ArcGIS.

**Connecticut Valley Sanitary Waste Disposal Inc., Chicopee Landfill – Chicopee, MA (Project Modeler 2010):**

Ms. Lowes-Hobson served as the Air Quality modeler in response to an Administrative Consent Order issued by the Massachusetts Department of Environmental Protection (MassDEP). Ms. Lowes-Hobson consulted with the MassDEP Air Quality modeling contact on meteorological data selection and period of data best for use in these analyses and proceeded to process the meteorological data using AERMET and AERSURFACE. Ms. Lowes-Hobson also created downwash input profiles for point sources incorporating readily available point source and structure data as well as collecting structure measurement during a facility visit. Area source emissions for a range of cover areas and collection efficiencies were apportioned using sample concentration and flow data with appropriate mathematical methods in MS Excel spreadsheets. Area source parameters were created by incorporating AutoCAD drawing information into ArcGIS and extracting elevation and boundary information.

**P.K. Keating Company – Asphalt Plant, Acushnet, MA (Project Modeler/Project Manager 2009):**

Ms. Lowes-Hobson was the Air Quality modeler in support of an Odor Evaluation Study in association with Engineering Technologies Group, Inc. (ETG) of an asphalt plant operated by P.J. Keating Company. This Study included analyses of multiple operating scenarios. These scenarios provided a range of conditions to assess odor impacts attributable to the plant in nearby residential areas with documented odor complaints. Ms. Lowes-Hobson selected meteorological data and land cover data from the nearest airport with hourly data and processed it with AERMET and AERSURFACE, respectively, for use in this odor evaluation. Current odor impacts were evaluated using AERMOD and described in a report submitted to the reviewing agency that utilized odor isopleths plots and frequency plots that presented odor impacts spatially in areas of complaints.

Ms. Lowes-Hobson served as project manager of the Air Quality modeling portion of the permit application. Ms. Lowes-Hobson conducted further modeling to estimate future odor impact reductions as well as other criteria pollutant impacts for the asphalt plant utilizing AERMOD input data processed in the previous current odor impacts evaluation. Ms. Lowes-Hobson conducted stack height testing using AERMOD to produce reductions in odor impacts that are acceptable to the reviewing agency. Those results were included in a report that also showed acceptable criteria pollutant impacts.

**Excelsior Energy Inc. – Mesaba Energy Project, Mesaba One and Mesaba Two, Minnetonka, MN (Project Modeler: 2008-2009)**

Ms. Lowes-Hobson participated in the multi-source modeling inventory construction and subsequent modeling using CALPUFF and associated postprocessors. She collaborated on the creation of a multi-source emission inventory necessary for the PSD Class I dispersion modeling analyses by accessing federal and state regulatory agency website databases (to obtain and review copies of air permits, correspondence and other documents). Ms. Lowes-Hobson utilized and extracted source data from modeling files of nearby sources provided by state agencies. She also searched internet mapping and aerial photography databases to verify, correct, clarify or supplement the source location, stack base elevation, construction commencement date, emission rate, and other stack parameter data. Ms. Lowes-Hobson incorporated the multi-source inventory data into CALPUFF modeling files, conducted the multisource modeling, and used components of the CALPUFF modeling suite (CALSUM, CALPOST) to attain the total impact of the project and multi-sources. Ms. Lowes-Hobson also

utilized and modified TRC post processing programs to further summarize and isolate results needed for comparison to standards for inclusion in a draft EIS report for the project.

**Midcontinent Express Pipeline, LCC – Lamar Compressor Station, Lamar County TX, Atlanta Compressor Station, Cass County, TX, Perryville Compressor Station, Union Parish, LA, Vicksburg Compressor Station, Warren County, MS, and Delhi Booster Station, Richland Parish, LA (Project Modeler: 2008-2009)**

In response to Federal Energy Regulatory Commission requests for the Resource Report Section 9, Ms. Lowes-Hobson extracted nearby multi-sources from the 2002 National Emission Inventory PM<sub>2.5</sub> Microsoft Access Database and presented those sources along with a qualitative cumulative impact discussion for each compressor station describing any potential for adverse ambient air quality impacts that would result from the installation of a compressor station and combination with other nearby source impacts in each county using wind data characterized in windroses. The inventory used in this discussion was updated using the 2005 NEI Facility Summary (NAICS Summary).

Ms. Lowes-Hobson also served as an air quality modeler for three compressor stations, Lamar, Vicksburg and Perryville. Texas and Mississippi State modeling guidance was utilized, and AERMOD was used to predict PM<sub>2.5</sub> ambient air quality impacts for the two stations as a response to a Federal Energy Regulatory Commission request. During the later stages of the project daily updates were provided via spreadsheet in order to keep client updated on quick progress being made. These services resulted in the certification and approval to commence construction on the MEP Amendment Expansion Projects FERC certification and approval to commence construction on the MEP Amendment and MEP Expansion Projects.

**PSEG Power LLC– New Haven Harbor Station, Air Quality Modeling – New Haven, CT (Project Modeler: 2008-2010)**

Ms. Lowes-Hobson served as an air quality modeler for a power plant in Connecticut using AERMOD and PTMTPA in 2008 and updated the AERMOD modeling according to updated Connecticut Department of Environmental Protection Air Quality Modeling Guidance using AERMOD in 2009. The meteorological related duties included using the recently released AERSURFACE surface characteristics processor to determine micrometeorological parameters and analyzing snow cover data for seasonal determination. Modeling responsibilities included organizing building parameter information to determine the plume downwash influence area of large structures for placement of new units. They also included various stack height and stack configuration tests to reduce impacts.

Ms. Lowes-Hobson also provided a written discussion that included a climate discussion on the coastal Connecticut area, present criteria pollutant background values, and air quality standards that must be met by the project.

**Nestle Purina Petcare Company, Odor Modeling – Flagstaff, AZ (Project Modeler: 2008 and 2013)**

Ms. Lowes-Hobson was the Air Quality modeler in support of an Odor Evaluation Study of a dry pet food processing plant. AERMOD was used to evaluate odors attributable to the plant's processes. Ms. Lowes-Hobson selected meteorological data and land cover data from the nearest airport with hourly data and processed it with AERMET and AERSURFACE, respectively, for use in this odor analysis. Different operating scenarios were analyzed as Ms. Lowes-Hobson developed a scheme to analyze future odor impacts attributable to proposed and modified existing odor sources using existing source odor emission rates and parameters. Current odor impacts under average and maximum conditions were evaluated and compared to future odor impacts under average and maximum conditions. Odor impact improvement was



demonstrated and the report Ms. Lowes-Hobson provided describing these impacts contributed to the issuance of a permit for the installation of more pet food processing equipment as well as necessary modifications to existing equipment.

**Alyeska – Valdez Terminal, Air Quality Modeling – Valdez Alaska (Project Modeler: 2007)**

Ms. Lowes-Hobson served as an air quality modeler for the Valdez Terminal. The specific task included analyzing and rerunning CALPUFF to compare to the WRAP CALPUFF modeling for the BART program. The analysis consisted of an open and on-going dialogue with the appropriate regulating agencies regarding the correct implementation of the model and the correction of errors in the Regional Planning Organization's screening analysis.

**American Iron Oxide Company, Odor Modeling – Portage, IN (Project Modeler: 2007)**

Ms. Lowes-Hobson was the Air Quality modeler in support of an Odor Study. ISCST3 and AERMOD were used to evaluate odor impacts from different sources. Current impacts were compared to the effect of increasing stack heights of the odor emission sources. Local meteorological data and worst-case screening conditions were used to provide a range of expected impacts. She also performed QA/QC on the health risk assessment which included checking and correcting calculations for point source parameters.

**American Electric Power, Air Quality Modeling - Meigs County, OH and Mason County, WV (Project Modeler: 2006-2007)**

Ms. Lowes-Hobson served as an Air Quality modeler on the Class II impact analysis portion of permit applications for two Integrated Gasification Coal Combustion facilities. This portion of the project involved the application of the AERMOD model for numerous operating scenarios and emission sources. Ms. Lowes-Hobson performed single source modeling as well as multi-source modeling for each facility to demonstrate compliance with PSD increment and NAAQS requirements. Analysis included creating a receptor grid for both project sites and incorporating corresponding terrain data. She also was responsible for constructing multi-facility emissions inventories from two states in preparation for use in the AERMOD model.

**Motiva, Analysis of Air Quality Modeling- Port Arthur, TX (Project Meteorologist: 2006-2007)**

Ms. Lowes-Hobson collected and compared facility emission and monitor data for comparison to plaintiff emission data found in reports and AERMOD input files. Data collection included finding monitor recorded values for various hazardous chemicals for all years available from EPA Airs database for the Port Arthur area. Ms. Lowes-Hobson also compared emission values found in AERMOD input and output values and plaintiff reports to emissions data provided by the plaintiff and Motiva emissions reports to the State of Texas Air Reporting System.

**NRG-Power, Air Quality Modeling- Milford and Middletown, CT (Project Modeler: 2006-2009)**

Ms. Lowes-Hobson served as an air quality modeler for two power plants in Connecticut using AERMOD and PTMTPA. The meteorological duties included finding representative meteorological datasets for each site for use with the AERMOD model, and analyzing snow cover data for seasonal determination. Modeling responsibilities included organizing building parameter information and emission data for various operating scenarios.

**Great Northern Power - South Heart Coal Project, Meteorological Analysis- ND (Project Meteorologist: 2006)**

Ms. Lowes-Hobson performed meteorological analysis of days with visibility exceedances in Northern Great Plains Class I Areas determined by the CALPUFF air quality model. This

included using weather depiction and meteorological surface analysis charts to determine synoptic conditions of the region for particular time periods. This analysis also required review of radar and meteorological surface observations to determine visibility conditions for hours that were determined to have low visibility by the CALPUFF model.

### **Air Quality Compliance Projects**

#### **Connecticut Central State University (CCSU), GPLPE Annual Compliance – New Britain, CT (Project Manager/Scientist: 2011-2014)**

Ms. Lowes-Hobson completed the 5-year permit renewal in 2011 and subsequent annual certifications for CCSU each following year. These activities include organizing fuel usage and equipment usage data, emissions calculations, emissions inventory review, agency communication.

### **Other Projects**

#### **Klienfelder Northeast Inc., Odor Control Evaluation – Naugatuck, CT (Project Scientist: 2013)**

Under a subagreement with Klienfelder Northeast, TRC performed an odor control evaluation for the Borough of Naugatuck's Waste Water Treatment Plant (WWTP). Ms. Lowes-Hobson conducted an on-site evaluation of previously recommended odor controls and the current status of the odor control systems at the WWTP. Ms. Lowes-Hobson also obtained and plotted complaint locations for periods in comparison to wind roses created from nearby meteorological data.

#### **Connecticut Resource Recovery Authority (CRRRA), Odor Complaint Response Hotline – Hartford, CT (Responder: 2010-2013)**

Ms. Lowes-Hobson participated in 24-hour odor complaint response duty for the CRRRA Mid-Connecticut Resource Recovery Facility (RRF). Complaint response included speaking directly with individuals who complained of odor they perceived as coming from RRF, traveling to the location of the complaint to confirm the odor, traveling to the RRF to observe conditions at the site, and logging complaints in a report format presented to those involved at CRRRA.

### **SPECIALIZED TRAINING**

- CALPUFF training, November 2006
- OSHA 10 hour Construction Safety Training, September 2006
- AERMOD training, June 2007
- Clearing the Air on NSR, New Source Review Training Course, April 2008
- Understanding Today's Clean Air Act Permit Programs Workshop, November 2012

### **PROFESSIONAL AFFILIATIONS**

- Air and Waste Management Association, member and CT Chapter secretary
- Connecticut Society for Women Environmental Professionals, member

### **SELECTED PUBLICATIONS AND PRESENTATIONS**

Ginzburg, H., Schattaneck, G., Lowes-Hobson, D.L., Gill, D., Tarantino, S., Kasprak. "Nitrogen Oxides near Road Monitoring Program as Part of the Operating Certification Renewal of the Central Artery/Tunnel Project in Boston, Massachusetts," Paper 418, *105th Annual Meeting of the Air and Waste Management Association*, San Antonio, Texas, June 2012.

Reed, J.F., Lowes, D.L., Hoffnagle, G.F. "Comparison of AERMET/AERMOD Model Results to Recent CALMET/CALPUFF and Existing ISC2 and CTDMPPLUS Model Results in a Valley Location," Paper 30, Proceedings of the Guideline on Air Quality Models: Next Generation of Models 2009. Raleigh, North Carolina, October 2009.

Murray, D.R., Anderson, M.K., Newman, M.B. and Lowes, D.L., "PM-2.5 Design Concentrations in High Background Regions," Paper 344, *101st Annual Meeting of the Air and Waste Management Association*, Portland, Oregon, June 2008.

MEMORANDUM OF AGREEMENT  
By and Between  
The Town of Orangetown  
And  
The Civil Service Employees Association, Inc.  
AFSCME, AFL-CIO  
For the Town of Orangetown Unit 8353, CSEA

All terms and conditions of the existing agreement shall be continued in full force and effect except for the following modifications:

1. 3.2 Appointment to Vacancies

3.2.1 Labor Class Positions: The Town agrees to give preference to full-time employees presently employed by the Town in filling job vacancies or new positions and that preference shall be given on seniority basis, provided that an employee with the seniority has at least the basic qualifications to perform the job. If no employee has the basic qualifications, then the appointing authority may seek a new employee.

3.2.2 Non-competitive Positions: Preference to promotional opportunities, appointments and all other vacancies shall be given to employees of the Town, providing such employees are qualified. Evaluation factors for such opportunities shall be based on productivity, work performance, attendance, overtime refusal and contents of the employee's personnel file. In the event more than one qualified employee applies, interviews will first be conducted before an appointment is made based on the evaluation of the above factors being substantially equal, the appointment shall then be given to the employee who has the most seniority.

3.2.3 Competitive Class Positions: (language stays the same - renumbered to 3.2.3)

3.2.4 Probationary Period (Promotions): language stays the same – renumbered to 3.2.4)

2. 7.2 Vacation Leave

7.2.1 Each represented employee shall be entitled to a vacation in accordance with the vacation schedule set forth in 7.2.1 or 7.2.3 of this Article. Vacations shall be arranged throughout the year with the employees selecting their vacation periods on the basis of seniority (to be based upon date of hiring). All vacation picks shall be filed by the employee in writing with his or her Department head by February 1<sup>st</sup> of each year (except that Police Radio Dispatchers will continue with the current practice of picking with squads in the police department). The Department head shall have 30 days to approve or deny the request and if the Department head fails to respond the vacation will be deemed granted. Notwithstanding anything herein, the Department head shall have the right to cancel the approval in the event of an emergency necessitating the employee being at work, including but not limited to a natural disaster, extreme weather or other emergency situation as determined by the Department head.

7.2.9 (a) New Employees: New employees shall earn no credit during the first four (4) months of their employment. After completion of four (4) months employment, an employee shall be credited with one (1) day per month for the next ensuing eight (8) months so that upon the employee anniversary date he or she will receive four (4) days for a total of twelve (12) days.

3. 11.2 Safety and Health

Section 11.2.1 – The Town agrees to install an electronic warning system which will allow an employee on the late shift (11:00pm to 7:00am) in the Waste Water Treatment Plant to alert the Police Department in cases of imminent personal danger. The Town further agrees that until this system is installed the “buddy system” will be maintained on the 11:00 pm to 7:00 am shift (remainder of the language currently in the contract to be added to the end of this paragraph).

11.2.1 Increase safety shoe reimbursement from \$125 to \$200; a limit of twice a year.

4. 9 Insurance

9.2.2 Amount of Buy-out: Starting in 2018, the employee or retiree will receive compensation for the coverage the employee or retiree is eligible for (individual, two-person or family) at \$4500 for an individual and \$9500.00 for a family plan. The buy-out is subject to applicable taxes.

5. 10 Disabled Employees

10.1.1 Use of Leave Credits: Any employee who is necessarily absent from work because of occupational injury or disease, as defined in the Worker’s Compensation Law, and such injury or disease results in the award of Workers’ Compensation shall be entitled to leave with full pay for up to six (6) months, including an initial waiting period. The compensation insurance carrier will reimburse the Town of Orangetown for any insurance benefits payable. Any such absence shall not be charged against accumulated sick leave credits for the six (6) months of such absence.

Effective January 1, 2018, an employee absent from work because of occupational injury or disease will not accrue sick leave credits during the period of his or her absence on workers compensation. This shall only apply to new cases and/or injuries.

6. 7 Paid Leave

7.3.4 Accruals: During Leave of Absence and Absence on Worker’s Compensation: No sick leave credits shall be earned by an employee during any month when on leave of absence without pay for one-half or more of the month. Effective January 1, 2018, an employee absent from work because of occupational injury or disease will not accrue sick leave credits during the period of his or her absence on workers compensation this shall only apply to new cases and/or injuries.

7. Add a schedule to the Contract to incorporate the Sick Leave Bank.

8. 6 Compensation

6.2.1

A. Effective January 1, 2017, all employees will be compensated an additional week of pay (equivalent to a 1.9% salary increase). This additional pay will be a means to close the gap for the payroll lag (biweekly time submitted to Finance will include time worked). An additional .35% salary increase will be retroactively calculated from January 1, 2017 and paid to all employees in a lump sum check, for a combined 2017 increase of 2.25% over the salary schedule that was in effect December 31, 2016. All 2017 overtime paid will be retroactively calculated to include a 2.25% increase and will be included with the above mentioned lump sum check. All retroactive checks will be issued by December 31, 2017. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

B. Effective January 1, 2018, there shall be a 2.00% wage increase applied to each and every step of the 2017 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

C. Effective January 1, 2019, there shall be a 2.00% wage increase applied to each and every step of the 2017 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

D. Effective January 1, 2020, there shall be a 2.00% wage increase applied to each and every step of the 2017 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

9. The Town may implement a computer log-in/computer sign in” system for time keeping purposes and it shall be monitored by each individual Department head.

10. Section 9.1.1 (Medical Insurance) to be replaced with:

9.1.1.1 A. The Town currently provides hospital and medical insurance to its employees, dependents and retirees through the New York State Health Insurance Program (NYSHIP) Empire Plan. The Town shall have the right to change the health insurance carrier for employees, dependents and retirees provided through either the current New York State Health Insurance Program (NYSHIP) Empire Plan or another plan that provides benefits that are “equivalent to or greater than” those provided by the New York State Health Insurance Program (NYSHIP) Empire Plan in place at this time. If the Town intends to effectuate a change in the health insurance carrier it must submit the new program information to the CSEA for its review and approval at least 90 days prior to the intended change for it to ascertain whether the plan is “equivalent to or greater than” the New York State Health Insurance Program (NYSHIP) Empire Plan. Any disputes concerning whether the benefits are



equal to the Empire NYSHIP plan shall be resolved by expedited binding arbitration. It is understood that no change can take place before a decision is rendered by NYPERB (New York Public Employment Relations Board.)

- B. For employees hired on or before April 7, 2008, the Town will provide such insurance at no cost to the employee;
  - C. Employees hired on or after April 8, 2008, but before December 31, 2012, shall contribute ten percent (10%) of the individual or family plan rate (depending on the coverage they choose) for a period of fifteen (15) years from the date of their initial contribution;
  - D. Employees hired on or after January 1, 2013, shall contribute seventeen (17%) percent of the individual or family plan rate (depending on the coverage they choose) during their employment with the Town.
  - E. 1. For employees hired before December 31, 2012, the Town shall continue to provide fully paid health coverage for retirees and spouses for an employee who has worked for the Town for ten (10) years or more. In the event of the death of the retired employee, their spouse shall be offered to maintain their coverage at the group (Town) rates.  
  
2. For employees hired before January 1, 2013, the Town shall continue to provide fully paid health coverage for retirees and spouses for an employee who has worked for the Town for fifteen (15) years or more. In the event of the death of the retired employee, their spouse shall be offered to maintain their coverage at the group (Town) rates.
- 11. Section 9.3 and 9.4: Update Dental and Vision plan according with attached schedule.
  - 12. Update Position lists, Schedule "B-1", "B-2" and "B-3" accordingly and update pay schedule list accordingly.
  - 13. Section 6.7.1 – Out of Title – delete "shall be paid the appropriate rate of pay for that job title" and replace it with "shall be paid the rate off pay equal to the starting salary of the position or one increment above his or her current salary, whichever is greater."

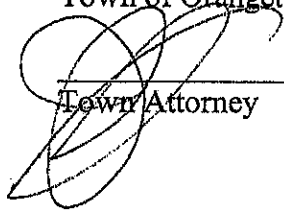
14. 14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2017 through December 31, 2020, unless otherwise agreed to by the parties.

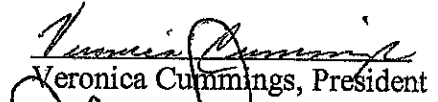
15. This Memorandum of Agreement is subject to ratification by the CSEA and the Town Board of the Town of Orangetown.

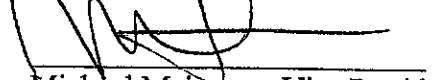
*Wentley &*  
Dated: ~~October~~ *October*, 2017

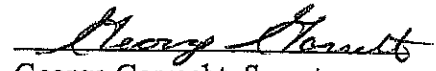
Town of Orangetown

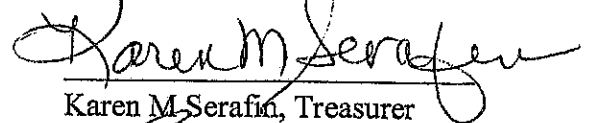
  
\_\_\_\_\_  
Town Attorney

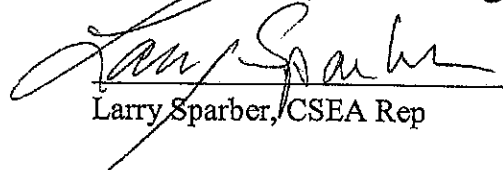
Civil Service Employees Association

  
Veronica Cummings, President

  
\_\_\_\_\_  
Michael Maiorano, Vice President

  
George Garrecht, Secretary

  
\_\_\_\_\_  
Karen M. Serafin, Treasurer

  
\_\_\_\_\_  
Larry Sparber, CSEA Rep

CARTER LEDYARD & MILBURN LLP  
*Counselors at Law*

Christine A. Fazio  
Partner

Direct Dial: 212-238-8754  
E-mail: [fazio@clm.com](mailto:fazio@clm.com)

2 Wall Street  
New York, NY 10005-2072

Tel (212) 732-3200  
Fax (212) 732-3232

570 Lexington Avenue  
New York, NY 10022-6856  
(212) 371-2720

November 27, 2017

Orangetown Town Board  
Orangetown Town Hall  
26 W. Orangeburg Road  
Orangeburg, NY 10962  
Attention: Mr. Thomas Diviny, Esq.

Re: Engagement Agreement

Dear Mr. Diviny:

Among our duties to clients is to explain the terms and conditions upon which we will provide our legal services. The purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Services. You asked us to represent the Town of Orangetown in connection with strategies, and possible litigation, to enforce environmental compliance of several industrial companies located in the Town of Orangetown, including Aluf Plastics and Avery Dennison Corporation. Services may include review of the Town of Orangetown Town Code for possible enforcement authority by the Town, meetings (in person or by phone) with the New York State Department of Environmental Conservation regarding enforcement of the consent orders, meetings (in person or by phone) with the company's environmental attorneys on compliance options and status of achieving compliance, and a review of litigation options for the Town (including a list of possible claims to be filed in court). We would not file any lawsuits without prior approval by the Town Board and as discussed by phone, our first priority would be to achieve compliance with the air quality and odor issues by working with NYSDEC and the companies' counsel.

Supervision. I will be the attorney primarily responsible for the representation. In order to assure that our legal services are provided in an efficient, economical manner, I will involve other firm attorneys with the requisite expertise. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct telephone number and email address are shown above. It is important that you and the other members of the Town Board are satisfied with our services and responsiveness at all times.

Fees. Our fees will be based primarily on the amount of time spent by attorneys and professional support staff, such as paralegals, on your matter. Each lawyer and professional

support staff member has an hourly billing rate based generally on his or her experience and any special expertise. The rate multiplied by the time spent, measured in tenths of an hour, will be evaluated as the basis for determining the fee.

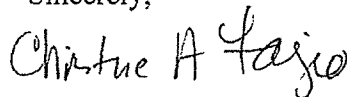
Our billing rates currently range from \$285 an hour for new associates to \$900 an hour for senior partners. However, as a government entity, we will charge the Town of Orangetown 80 percent of our normal billing rates. My normal billing rate is currently \$665 an hour and with the 20 percent discount, the Town would be charged \$532 per hour. My colleague Karen Meara has a billing rate of \$425 per hour and with the 20 percent, her rate for the Town would be \$340 per hour. Junior associates are billed between \$285 and \$360 per hour and will also be billed at a 20 percent discount.

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client. We will seek Town Board approval prior to agreeing to incur any such large disbursements.

Fees, disbursements, and other charges will be billed monthly and are payable promptly after presentation. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services. You have the right to request arbitration of any dispute regarding fees between \$1,000 and \$50,000 pursuant to 22 NYCRR Part 137.

We are pleased to have this opportunity to be of service and to work with you.

Sincerely,



Christine A. Fazio

CAF:em

Agreed and accepted:

TOWN OF ORANGETOWN

By: \_\_\_\_\_  
Name:  
Title:

Dated:

**COMPUTER INFORMATION SYSTEM AGREEMENT  
BETWEEN  
TOWN OF ORANGETOWN AND SYMPROCITY SOFTWARE SYSTEMS INC.**

THIS AGREEMENT (“Agreement”) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and among the **TOWN OF ORANGETOWN**, with offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as “TOWN”), and **SYMPROCITY SOFTWARE SYSTEMS, INC.**, a Delaware business corporation with corporate headquarters at 1220 North Market Street, SUITE 806, Wilmington, Delaware 19801 (hereinafter referred to as “SYMPROCITY”).

**WITNESSETH:**

**WHEREAS**, in 2013 the TOWN requested a Cost Proposal for a Computerized Information System, which included but was not limited to: a system permitting data entry and forms for periodic Fire Safety Inspection, Hazardous Materials Permits, Operating Permits; and including a Geographic Information System (GIS) from SYMPROCITY; SYMPROCITY submitted a Cost Proposal and was selected as the vendor to complete this project; and SYMPROCITY has developed a data entry system and forms loaded all Fire Safety Inspection records and data from the TOWN’S “Lotus Approach” system, and other databases (including Excel Spreadsheets) into the SYMPROCITY software program; SYMPROCITY obtained a master property file from the TOWN Tax Assessor for properties which fall under the Fire Safety Inspection purview, and loaded a parcel database to create customized forms and templates specific to the TOWN’S fire safety inspection needs;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

**I. SCOPE OF WORK**

SYMPROCITY shall perform in a proper manner, satisfactory to the TOWN, and deliver the following:

- a) SYMPROCITY will update the master parcel database from the TOWN Assessor’s office on an annual basis or as necessary; and will provide a report to the Bureau of Fire Prevention;
- b) The continued development of customized forms and templates specific to the TOWN’s fire safety inspection needs;
- c) The training of Town employees in the use of the software system, which will allow for the tracking and management of fire safety inspections (“the System”);
- d) The software shall contain the parcel history of activities related to a parcel, including fire inspections, other required permits, complaints and other actions;
- e) The program will allow full tracking and scheduling of inspections, including check lists, documents, fees, and photographs/pictures.

- f) An inspection template has been created for fire safety inspections, hazardous materials permits and operating permits;
- g) The software will permit the creation of recurring inspections for annual fire inspections;
- h) The software will allow for annual notices regarding fire inspections to be sent out via a Mail Merge capability;
- i) The program will allow for the creation of the Town's fee schedule for such inspections;
- j) The system will keep detailed information for the management of multiple units and commercial units under one Parcel ID for management purposes; and such information will include, but not be limited to, owner, emergency contact, fire inventory (knock box, fire suppression systems, etc.), occupancy type, floor area, etc.;
- k) A "User Manual" will be embedded on each page of the software;
- l) A "Calendar System" so that the inspections appointments can be set within the system, and transferred to Microsoft Outlook for easy accessibility by Fire Inspectors; The calendar will automatically sync with Microsoft Outlook;
- m) The "Calendar System" will permit the scheduling of tasks, meetings, etc.; and have the capability of being set as recurring and having reminders set for the appointment;
- n) The software will permit the attachment of electronic documents to a parcel, permit, complaint or application, including Word Documents, Excel spreadsheets, maps, emails, or scanned documents; and will support any electronic document format; and will permit the emailing of attached documents; and the importing of multiple documents;
- o) The software will allow the TOWN to attach digital photographs to application forms, or inspections directly from a tablet or digital camera or camera phone;
- p) The software will permit the TOWN to create customizable reports, such as by parcel identification (I.D.) numbers, address, type, etc.;
- q) The software will permit the TOWN to view and examine the data;
- r) SYMPROCITY will set user rights for each user; and will permit the TOWN to control access to the program; including administrative rights which will permit the administrator to see calendars and scheduling of inspectors;
- s) The annual service and support contract will provide the TOWN with the installation, software service and support for **TWELVE (12) MONTHS**; This will include:
  - a. Advice for procedural questions;
  - b. Regular software updates (2-4 times per year, and as necessary);
  - c. All fixes for problems encountered; and support for restoring the system to a production state after hardware failures or power outages; Support will be delivered by telephone and internet connection, and on-site visits, if required;
- t) SYMPROCITY will provide the TOWN with unlimited tech support; SYMPROCITY Technicians are available from 7:00 a.m. EST to 8:00 p.m. EST;
- u) SYMPROCITY will provide quarterly reports of the Town's Fire Safety Inspections;



- v) Delivery of transaction logs via “ftp” as text files;
- w) SYMPROCITY will maintain the security and integrity of the records maintained on the system an;
- x) SYMPROCITY will upgrade the software periodically and when required;
- y) SYMPROCITY will secure the software and the systems on which it is installed;
- z) SYMPROCITY will provide the TOWN with the SYMPROCITY software so that users can work on a “remote” basis i.e. on a tablet which will synchronize with the program; the features of the mobile system will allow the TOWN users to enter inspection results on site; view all users inspections and appointments in schedule format; and perform all aspects of the SYMPROCITY program while working with “live” data.

The TOWN agrees to provide SYMPROCITY with access to its current fire safety inspection records for the fulfillment of the Agreement. The TOWN will have direct access to the SYMPOCITY system, and there shall be no restrictions on the number of computers which can access the System. The only requirement for access to the System is Internet access.

SYMPROCITY shall set up an automated process that will electronically transfer data collected in the System from servers owned and operated by SYMPROCITY to servers owned and operated by the TOWN.

## II. TIME OF PERFORMANCE

The services to be performed hereunder shall become effective upon execution of this Agreement and shall commence upon receipt by SYMPROCITY of a fully executed Agreement from the TOWN. Services by SYMPROCITY shall be completed as expeditiously as is consistent with professional skill and care.

## III. COMPENSATION AND PAYMENT

As compensation and payment for this Agreement, SYMPROCITY shall receive FIVE AND 00/100 (\$5.00) DOLLARS per Inspection performed; and SYMPROCITY shall lease the TOWN a “Field Inspection Tablet Computer”, specifically, the latest version of a Microsoft Surface tablet (or comparable substitute), with Internet Access for FOUR AND 00/100 (\$4.00) DOLLARS per inspection. SYMPROCITY shall repair and/or replace any damaged tablet device. SYMPROCITY will submit an invoice to the TOWN Finance Department on a quarterly basis.

## IV. TERM OF AGREEMENT

The term of this Agreement shall be ONE (1) YEAR commencing upon execution of this Agreement and terminating upon the first (1<sup>st</sup>) anniversary of execution unless terminated earlier pursuant to the terms of this Agreement. It may be renewed upon mutual consent by both parties, and with the necessary approval of the Town Board, on such terms as the parties negotiate.

V. REPORTING

As part of this Agreement, SYMPROCITY will provide the TOWN with quarterly reports of 'Fire Safety Inspections'. The TOWN will have the capability to independently verify information provided by SYMPROCITY in the form of transaction logs verifiable by a third-party.

VI. COMPLIANCE WITH LAWS

SYMPROCITY shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the Work performed hereunder. In addition, SYMPROCITY shall implement such security measures as are equal to or better than industry standards, which includes but is not limited to Control Objectives for Information and Related Technology (COBIT), a framework created by the Information Systems Audit and Control Association for information technology management and governance; during the entire term of this Agreement, so as to maintain the security and integrity of the records maintained on the system and shall upgrade the software periodically, where required, so as to ensure that the software is maintained in a manner that secures, as much as is reasonably practicable, the software and the systems on which it is installed from corruption, hacking and the like.

In addition, nothing in this Agreement is intended to relieve the TOWN or SYMPROCITY of their respective obligations under relevant law concerning document retention, data protection, privacy laws, and document production laws.

VII. SUBCONTRACT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted, in whole or in part, without the prior written consent of the TOWN. Approval by the TOWN of any subcontractor shall not relieve SYMPROCITY of any liability or responsibility for the proper performance of the Work under this Agreement.

SYMPROCITY shall not assign, sublet, or otherwise transfer its interest in this Agreement without the written consent of the TOWN.

VIII. TERMINATION

Either party shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the other party. Written notice shall be required thirty (30) days prior to termination. Upon receipt of written notice of termination of this Agreement, the notified party shall immediately discontinue performance.

In the event of termination, the TOWN shall pay SYMPROCITY for all Fire Safety Inspections satisfactorily completed to date of the termination.

IX. NOTICE

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail, and shall be deemed effectively received (i) if delivered in person, on the date of delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third (3<sup>rd</sup>) business day following the deposit thereof, postage prepaid.

Notice to the TOWN shall be addressed to:

Supervisor, Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
Tel: (845) 359-5100 x2274  
Fax: (845) 359-2623

Notice to SYMPROCITY shall be addressed to:

Symprocity Software Systems, Inc.  
Attn: President  
125 Clinton Road, Suite 5  
Fairfield, New Jersey 07004  
Tel: (973) 244-7844  
Fax: (973) 215-2022

X. OWNERSHIP OF DATA

It is understood and agreed that the data collected and stored in the System is solely owned by the TOWN.

If SYMPROCITY stores, collects or maintains data electronically as a condition of accessing TOWN information, such data shall only be used internally by SYMPROCITY for the purpose of implementing this Agreement, and shall not be disseminated to third parties or used for other marketing purposes.

In the event that SYMPROCITY dissolves or discontinues, for any reason, support of the software, during the term of this Agreement and, as a result, ceases to perform its obligations under this Agreement, the TOWN shall have unrestricted rights to the data relating to the Work in Exhibit A for the purpose of re-creating the System. SYMPROCITY shall deliver all data and the complete database to the TOWN at least ONE (1) MONTH prior to such dissolution or discontinuation of the support of the software.

XI. DEFAULT

Should SYMPROCITY or the TOWN breach any provision of this Agreement, either party shall have the rights and remedies provided by law or under these terms and conditions.

Either party shall have the right at any time to terminate this Agreement in whole, or in part, if either party fails to perform any of its obligations. The TOWN shall have the additional right to terminate if SYMPROCITY fails to give the TOWN assurance of adherence to the material provisions of this Agreement within FIFTEEN (15) WORKING DAYS after written request by the TOWN for assurances.

In the event of a breach of the Agreement by either party, the non-breaching party may:

- (a) declare the breaching party to be in default;
- (b) cancel this Agreement in whole or in part;
- (c) withhold payment of any further funds which may be due either party until the default is corrected; and/or
- (d) pursue any and all other remedies afforded by law.

XII. REPRESENTATIONS AND WARRANTIES

SYMPROCITY represents and warrants to the TOWN that it has the right to perform all of its duties under this Agreement, including but not limited to any and all necessary permissions from third parties. SYMPROCITY further represents and warrants that use of the software and any underlying functions by the TOWN in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

SYMPROCITY shall notify the TOWN of any actual or anticipated claims made against it during the term of this Agreement which actual or anticipated claims relate to the performance of the or permissions from third parties.

The TOWN represents and warrants to SYMPROCITY that it has the right to release and disseminate the public records which will be used including but not limited to, fire safety inspection records, property ownership records, operating permits, hazardous materials permits and the like.

The TOWN shall notify SYMPROCITY of any actual or anticipated claims made against it during the term of this Agreement which actual or anticipated claims relate to the right of the TOWN to release and disseminate the public records.

XIII. INDEMNIFICATION

SYMPROCITY shall be responsible for all the negligent performance of services of SYMPROCITY, their subcontractors, agents or employees in connection with their service under this Agreement. SYMPROCITY specifically agrees that their subcontractors, agents, or

employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Further, it is expressly understood that SYMPROCITY shall indemnify and hold harmless the TOWN from claims, suits, actions, damages and costs, resulting from the negligent performance of the services of SYMPROCITY under this Agreement. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon SYMPROCITY's failure to meet professional standards and resulting in obvious or patent errors in the progression of the Work.

Further, SYMPROCITY shall indemnify and save harmless the TOWN from claims, suits, actions, or damages, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Work by the TOWN or the Authorized Users on behalf of the TOWN in accordance with the terms of this Agreement.

#### XIV. INDEPENDENT CONSULTANT

SYMPROCITY shall perform services in accordance with the terms and conditions of this Agreement as the Town's independent consultant and shall be responsible for the means and methods used in performing said services. In no way does this Agreement or the Work constitute a joint-venture with the TOWN.

#### XV. RECORDS

Fiscal records of SYMPROCITY pertinent to SYMPROCITY's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

SYMPROCITY shall maintain all records and design calculations relating to this Agreement on file in legible form which will be available for examination and audit. A copy of such records shall be available to the TOWN at SYMPROCITY's expense and the originals shall not be disposed of by SYMPROCITY until after SIXTY (60) DAYS written notice to the TOWN. SYMPROCITY, at its own expense, shall provide a report as specified in Section V.

#### XVI. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

#### XVII. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York. The parties all

consent to the jurisdiction of the Supreme Court of the State of New York, County of Rockland for the adjudication of any dispute arising out of this Agreement.

**XVIII. FORCE MAJEURE**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, floods, fires, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance of such party. The party whose performance is affected shall give the other party notice within FIFTEEN (15) DAYS of the event, specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**XIX. ENTIRE AGREEMENT**

This Agreement constitutes the whole Agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. All the individuals executing this Agreement represent that they have been duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

TOWN OF ORANGETOWN

By \_\_\_\_\_  
Christopher E. Day  
Town Supervisor

SYMPROCITY SOFTWARE SYSTEMS INC.

By \_\_\_\_\_  
Nataliya Pantelo  
President



ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF ROCKLAND ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me came CHRISTOPHER DAY, to me known and known to me, who, each being duly sworn, did depose, and say: That he, Christopher Day, is the Supervisor of the Town of Orangetown; that he resides in Tappan, New York; that he knows the seal of said Town; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of the Town of Orangetown, and that he signed the same by virtue of a like order of said Town Board of the Town of Orangetown.

\_\_\_\_\_  
Notary Public, State of New York

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY )

COUNTY OF MONMOUTH ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came Nataliya Pantelo, to me known, who, being by me duly sworn, did depose and say that she resides at \_\_\_\_\_, and that she is the President of Symprocity Software Solutions, Inc., the corporation described herein and which executed the foregoing Agreement; and that she knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that she signed the same as President of said Corporation by virtue of a like order of said Board of Directors.

\_\_\_\_\_  
Notary Public, State of New Jersey

**CARETAKER MAINTENANCE AGREEMENT**  
for  
**NIKE PARK**  
Between  
**TOWN OF ORANGETOWN**  
And  
**THOMAS IACOBELLIS, CARETAKER**  
For Year 2018

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, 2018 and expire on December 31, 2018, 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 FORTY-ONE AND 76/100 (\$1,141.76) DOLLARS. This fee is due on the first (1<sup>ST</sup>) 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' 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  
Orangetown, 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

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.







**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):	

*The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.*

**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 you 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):	

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**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):	

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**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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## 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 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.

(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.

(1) 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.[2]

[2]

Editor's Note: Former Subsection B(4)(a)[6], pertaining to a nonresident fee for Cherry Brook Park, which immediately followed this subsection, was repealed 4-4-2017 by L.L. No. 3-2017.

(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.

**Nonresident Annual Park Access Fees**

<b>Fee Category</b>	<b>Annual Fee</b>	<b>Daily Fee</b>
Nonresident	\$250	\$25
Senior (65 and over)	\$150	\$15
Young Adult (age 12-18)	\$165	\$16

**Nonresident Annual Park Access Fees**

<b>Fee Category</b>	<b>Annual Fee</b>	<b>Daily Fee</b>
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.



§ 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.

**CARETAKER MAINTENANCE AGREEMENT**  
for  
**HENRY V. BORST PARK**  
Between  
**TOWN OF ORANGETOWN**  
And  
**ANTHONY LIMANDRI, CARETAKER**  
For year 2018

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."

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

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, 2018 and expire on December 31, 2018, 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. TEE: The Caretaker shall pay the Town a monthly fee of **ONE THOUSAND ONE HUNDRED SEVENTY-SIX AND 25/100 (\$1,176.25) DOLLARS**. This fee is due on the first (1<sup>ST</sup>) 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.

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' 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  
Orangetown, 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







**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):	

*The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.*

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):	

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**SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST – HENRY BORST 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 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):	

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**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):	

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## 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 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.

(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.

(1) 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.[2]

[2]

Editor's Note: Former Subsection B(4)(a)[6], pertaining to a nonresident fee for Cherry Brook Park, which immediately followed this subsection, was repealed 4-4-2017 by L.L. No. 3-2017.

(b)

Partially exempted areas.

[1]

Spartill 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.

**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

**Nonresident Annual Park Access Fees**

<b>Fee Category</b>	<b>Annual Fee</b>	<b>Daily Fee</b>
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.

§ 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.

## MEMORANDUM OF UNDERSTANDING

By and Between the Town of Orangetown  
and  
New York Sharks Aquatics of Clarkstown, Inc.  
January 1, 2018 through December 31, 2018

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, 2018 and ending December 31, 2018 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, 2018.

### 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, 2018 through December 31, 2018 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 SEVEN HUNDRED SIXTY-TWO AND 86/100 (\$8,762.86) DOLLARS for the period of time from January 1, 2018 through June 30, 2018. The Division of Parks & Recreation shall bill New York Sharks Aquatics in January and April.

5. New York Sharks shall pay NINE THOUSAND TWENTY-FIVE AND 75/100 (\$9,025.75) DOLLARS for the period of time from July 1, 2018 through December 31, 2018. 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, 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 1<sup>st</sup> through August 10<sup>th</sup> 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.

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 placed 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.



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 December \_\_\_\_, 2017, by Town Board Resolution #\_\_\_\_\_ of 2017. 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: \_\_\_\_\_, 201\_\_

Dated: \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Supervisor  
Town of Orangetown

By: \_\_\_\_\_  
Todd Langenmayr, President  
New York Sharks  
Aquatics of Clarkstown, Inc.

**A G R E E M E N T BY AND BETWEEN  
HI-TOR ANIMAL CARE CENTER  
AND  
THE TOWN OF ORANGETOWN  
FOR YEAR 2018**

**THIS AGREEMENT**, entered into the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between **HI-TOR ANIMAL CARE CENTER, INC.**, a domestic not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business at 65 Firemen's Memorial Drive, in the Town of Ramapo, County of Rockland, State of New York, (hereinafter called "**HI-TOR**"), and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal place of business at 26 Orangeburg Rd., Orangeburg, New York 10962, (hereinafter the "**TOWN**").

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

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **TERM:** This agreement will commence January 1, 2018 and shall continue through December 1, 2018.
2. **FEE:** The **TOWN** shall pay to **HI-TOR** the sum of FORTY NINE THOUSAND SIXTY AND 00/100 (\$49,060.00) DOLLARS per anum, which sum shall be paid to **HI-TOR** quarterly at the sum of TWELVE THOUSAND TWO HUNDRED SIXTY-FIVE AND 00/100 (\$12,265.00) DOLLARS for the shelter and care of all seized, lost, strayed or homeless animals, including feral cats, delivered by the **TOWN'S** employees and **TOWN** residents, to **HI-TOR** for impoundment and disposition.
3. **PAYMENTS:** The total **TOWN** payments provided for herein shall be paid to **HI-TOR** on a quarterly basis, *in arrears*, with the first payment due on March 31<sup>st</sup> for the quarter commencing January 1.
  - a. Payment shall be contingent upon **HI-TOR's** submission, and the **TOWN's** review and approval, of all required documentation to include the **HI-TOR** Animal Intake Forms, NYS AML "DL-18" forms, and revenues received for that quarter. Provided, however, the **TOWN**, in its sole discretion, may earlier release to **HI-TOR** all, or a portion, of any quarterly payment, upon reasonable assurance that the required

documents will be produced, in a timely fashion, and, upon **HI-TOR'S** compliance with all other terms of this Agreement.

b. Notwithstanding the aforesaid, the **TOWN** reserves the right to withhold quarterly payments to **HI TOR** until such time as all documentation and revenues have been properly accounted for.

c. The **TOWN** further reserves the right to reduce quarterly payments for expenses incurred for necessary euthanasia services not available by **HI-TOR** at the time such services are required, in the sole discretion of the Animal Control Officer.

4. **ANIMAL CONTROL OFFICER(S):** The **TOWN** will employ such Animal Control Officer(s) as, in its sole discretion, it deems necessary for the proper implementation of the letter and spirit of its obligations under Article 7 of the Agriculture and Markets Law, but the **TOWN** shall not obligated to budget or spend any funds beyond those actually appropriated for the purpose of implementation Article 7.

5. **ACCESS:**

a. The shelter shall be available to the Animal Control Officer(s), Highway Department workers, **TOWN** Police Department Officers, and any other duly authorized agents of the **TOWN** at ALL times and during ALL hours of operation;

b. **HI-TOR** agrees to provide a list of employee emergency contact numbers and keys to the facility to the Animal Control Officer(s), **TOWN** Police Department, and other authorized agents as designated by the **TOWN**.

c. The shelter shall be available to ORANGETOWN Residents, (with valid proof of residency), during all of the hours of operations open to the public for routine receptions, and at all other times as hereinafter provided.

6. **COMPLETION OF FORM DL18:** The Animal Control Officer, members of the Police Department, authorized agents of the **TOWN**, and Town Residents, shall be required to complete a New York State Department of Agriculture and Markets, Division of Animal Industry Form "DL 18" entitled "Dog Seizure and Disposition Report" pursuant to §114 of the NYS Agriculture and Markets Law.

7. **ANIMAL SHELTER:** **HI-TOR Animal Care Center Inc.**, through its duly appointed agents and employees, located at 65 Firemen's Memorial Drive, Pomona, New York, shall provide services prescribed herein to the **TOWN OF ORANGETOWN** for seized, lost, strayed

or homeless Domestic Companion Animals to include feral cats pursuant to §114 of the Agriculture and Markets Law, and shall humanely destroy or dispose of seized and unredeemed animals pursuant to and as provided in the Agriculture and Markets Law, and the Rules and Regulations promulgated thereunder by the Commissioner of Agriculture and Markets, and shall properly care for all domestic companion animals in such shelter, that shall at all times during the term hereof, be under the care and charge of a competent employee.

8. PLACEMENT OF ANIMALS AT THE SHELTER: During the term of this Agreement, **HI-TOR** agrees to use its best efforts to ensure that seized, lost, strayed or homeless domestic companion animals, (which shall include feral cats brought to the Shelter by authorized **TOWN** personnel or residents), are placed in a run at the Shelter, and that cages appropriate to the size of the animal shall only be utilized as a last resort, and in that event, not for more than TWENTY-FOUR (24) hours.

9. POLICIES AND PROCEDURES: During the term of this Agreement, **HI-TOR** agrees to abide by the policies and procedures set forth in the Dog Officer and Shelter Manual (hereinafter identified as the "Manual") promulgated by the NYS Department of Agriculture & Markets, Division of Animal Industry, last revised March 2014 (a current copy of which is annexed hereto as Exhibit "A"). For example:

a. **HI-TOR** shall maintain, at all times, adequate supplies for the performance of its obligations under this contract, including without limitation, the lawful duties under the "Manual".

b. A unique "Dog Control Record #" shall be used for each dog entered on a report; this number shall be assigned by **HI-TOR**.

c. **HI-TOR** shall maintain a copy of this Agreement available for viewing by duly authorized agents of the Department of Agriculture and Markets (DOAM).

d. **HI-TOR** shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner proscribed by the Commissioner of the New York State Department of Agriculture and Markets.

10. BUDGET AND ANTICIPATED EXPENSES: On or before **September 1<sup>st</sup>** in each year, **HI-TOR** shall submit, to the **Town Supervisor:**

- a. Its budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by solicitations and donations to defray such expenses;
- b. A copy of the latest Financial Audit Statement;
- c. A copy of the latest Form 990 filed with the Internal Revenue Service;
- d. A breakdown of cost per animal impounded, including, but not limited to: emergency, medical, veterinary, spay and neuter services; as well as information concerning the number of animals seized, redeemed, adopted, surrendered and/or transferred; the number of animals euthanized, etc.; and
- e. Written proof of its 501(c)(3) status as a not-for-profit corporation.

11. **IMPOUNDMENT:** **HI-TOR** will act as the agent of the **TOWN** to enforce the provisions of §117 of the Agriculture and Markets Law with respect to impoundment periods, impoundment fees, proper licensing and rabies vaccinations. A copy of Agriculture & Markets Law §117 (effective October 6, 2012) is attached hereto as Exhibit “B”.

- a. For Unidentified Dogs: At the end of the legally established impoundment period of FIVE (5) DAYS from the day seized, any unidentified dog, whether or not licensed, unredeemed, aged, diseased or otherwise unadoptable seized, lost, strayed or homeless domestic companion animals (in the judgment of **HI-TOR**), unless otherwise specified by the Animal Control Officer, shall be disposed of humanely as provided by applicable laws and regulations. At the end of the legally established impoundment period of FIVE (5) DAYS from the day seized, any unidentified dog which is found to be licensed may be redeemed by its owner, provided the owner presents proof that the dog has been licensed, and has been identified (pursuant to NY Agriculture and Markets Law Article 7), and further provided that the owner pays the required impoundment fees as set forth in Agriculture & Markets Law §117(4) payable to the **TOWN**, plus boarding fees in the amount of TWENTY AND 00/100 (\$20.00) DOLLARS for each twenty-four (24) hour period the Animal has been in the care of **HI-TOR** payable to the **TOWN**. All fees must be paid directly to the **TOWN** Clerk, and a receipt of payment be presented to **HI-TOR** prior to the release of the animal.
- b. For Identified Dogs with Notice Given to Owner Personally: If notification is personally given to the owner, such dog shall be held for a period of SEVEN (7) DAYS

after day of notice, during which period the dog may be redeemed by the owner. The owner may redeem such dog upon payment of the impoundment fees prescribed by Agriculture & Markets Law §117(4), and by producing proof that such dog has been licensed. Upon the expiration of the statutory SEVEN (7) day redemption period, and unless such animal shall have been humanely disposed of, any unredeemed, seized, lost, strayed or homeless domestic companion animal shall be deemed transferred to, and shall become the property, of **HI-TOR**, which, thereafter, may release such unredeemed animal for adoption, place such animal, or otherwise act with respect to such animal as permitted by law. Following such transfer, the **TOWN** shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.

c. For Identified Dogs with Notice Given to Owner by Certified Mail Return Receipt Requested: If notification is made by certified mail, return receipt requested, such dog shall be held for a period of NINE (9) DAYS from the date of the mailing, during which period the dog may be redeemed by the owner. The owner may redeem such dog upon payment of the impoundment fees prescribed by Agriculture & Markets Law §117(4), and by producing proof that such dog has been licensed. Upon the expiration of the statutory NINE (9) day redemption period, and unless such animal shall have been humanely disposed of, any unredeemed, seized, lost, strayed or homeless domestic companion animal shall be deemed transferred to, and shall become the property, of **HI-TOR**, which, thereafter, may release such unredeemed animal for adoption, place such animal, or otherwise act with respect to such animal as permitted by law. Following such transfer, the **TOWN** shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.

d. Additional holding times: Additional holding times may be required if mandated by a Court of competent jurisdiction pursuant to Article 26 of the Agriculture and Markets Law.

e. With approval from the Animal Control Officer or Town Clerk, **HI-TOR** can collect required Impound, Board and Licensing Fees and release an animal to its owner under extenuating circumstances. All such monies collected by **HI-TOR** on behalf of the

**TOWN** must be turned over to the **TOWN** Clerk within SEVEN (7) Days of collection with all required documentation.

f. As agent for the **TOWN**, **HI-TOR** shall not release a dog to any **TOWN** resident without such resident providing acceptable proof of licensing and rabies vaccination.

g. In addition, **HI-TOR** shall not release a dog found within the **TOWN**, to a resident of New York City or another State unless that party provides proof of license; and if not available, must license the dog before it can be released. Any deviations shall be reported via written letter from **HI-TOR** to the **TOWN** Animal Control Officer (ACO) for enforcement.

h. In the event an animal has been transferred to **HI-TOR** and released for adoption due to the expiration of the statutory redemption period, pursuant to section 7(a) hereof, but has not yet been placed, **HI-TOR** may permit the former owner, if verified, to reclaim the animal upon the payment of both the Impound and Boarding fees required by law and due to the **TOWN**, plus such amount as may be established by **HI-TOR** as a charge for each TWENTY-FOUR (24) hour period the animal has been in the care of **HI-TOR** beyond the SEVEN (7) DAY redemption period. The per diem rate may not, however, exceed the sum of TWENTY (\$20.00) DOLLARS per additional day.

i. The per diem fees beyond the statutory redemption period shall be the property of **HI-TOR** and shall be receipted to the payer by **HI-TOR**.

12. RECEIPTS, CASH DEPOSITS AND DISBURSEMENTS AND CONTROLS: **HI-TOR** shall install and maintain an adequate automated system of internal controls covering income and expenses, and payments received, to ensure that all of the **TOWN**'s fees are paid to them as set forth herein and in a timely fashion.

13. DANGEROUS DOG: There may be times when directed by court order where **HI-TOR** may be required to harbor a dog classified as a "dangerous dog" (as defined in Section 108, paragraph 24(a) of the Agriculture and Markets law). Under such circumstances, the dog shall be harbored in a manner to:

- a. Prevent escape of the dog;
- b. Protect the public from unauthorized contact with the dog;



- c. Protect the dog from the elements pursuant to Section 353(b) of the Agriculture and Markets Law. Such confinement shall not include lengthy periods of tying or chaining;
  - d. The restraint of the dog on a leash by an adult at least TWENTY-ONE (21) years of age whenever the dog is not confined;
  - e. The dog is to be exercised only by trained staff personnel and *NOT* volunteers;
  - f. Muzzling the dog whenever it is on public premises in a manner that will prevent it from biting any person or animal but that shall not injure the dog or interfere with his vision or respiration;
  - g. Continue to maintain a liability policy in force and effect to indemnify both the **TOWN**, the Shelter and **HI-TOR** for personal injury or death resulting from an attack by such dangerous dog; and
  - h. Comply with all orders of a court competent jurisdiction relative to said animal.
14. INSURANCE: **HI-TOR** shall be required to procure and maintain at their own expense the following coverage:
- a. General Liability Insurance: A policy or policies of comprehensive General Liability Insurance with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS, per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate.
  - b. Professional Malpractice Insurance: A policy or policies of professional liability insurance with limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.
  - c. Each policy of insurance required shall be in the form and content satisfactory to the Town Attorney's Office and shall provide that:
    - i. The **TOWN OF ORANGETOWN** is named additional insured on a primary and non-contributing basis;
    - ii. The insurance policies shall not be changed or cancelled until the expiration of THIRTY (30) DAYS after written notice to the **TOWN**; and
    - iii. The insurance policies shall be automatically renewed upon expiration and continued in force unless the **TOWN** is given SIXTY (60) DAYS written notice to the contrary.
    - iv. Such Insurance Policies shall be placed with a carrier that is rated at least A(-) under AM Best for Liability Insurance.

v. No work shall be commenced under the contract unless and until proof of insurance required by this contract is submitted to **TOWN**.

vi. Upon failure to furnish, deliver and maintain such insurance as described above, this Contract may, at the election of the **TOWN**, be declared suspended, discontinued or terminated. Failure to procure and maintain any required insurance shall not relieve **HI-TOR** from any liability under this contract, nor shall the insurance requirements be constructed to conflict with the obligations of **HI-TOR** concerning indemnification.

15. WORKERS COMPENSATION INSURANCE: Attached hereto as Exhibit "C" is duly executed Form U-26.3 (NYSIF) (Certificate of Workers' Compensation Insurance) to establish that **HI-TOR** complied with the New York State Workers' Compensation Insurance.

16. INDEMNIFICATION / HOLD HARMLESS: **HI-TOR** agrees to protect, defend, indemnify and hold the **TOWN** and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder with the exception of claims, if any, caused by the sole negligence of the **TOWN**.

17. MODIFICATION, AMENDMENT OR TERMINATION: 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.

18. NON-WAIVER: The failure of the **TOWN** or **HI-TOR** to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement, and shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by **TOWN** or **HI-TOR** of their rights at any time thereafter to require the exact and strict compliance with all the terms hereof.

19. NOTIFICATION: All notices or demands 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:

- a. Hi-Tor Animal Care Center, Inc., 65 Fireman’s Memorial Drive, Pomona, New York 10970; and
- b. Supervisor, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962.

20. SEVERABILITY: 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.

21. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only.

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

**HI-TOR ANIMAL CARE CENTER, INC.**

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

By: \_\_\_\_\_  
Debbie DiBernardo, President

Seal:

**TOWN OF ORANGETOWN**

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

By: \_\_\_\_\_  
\_\_\_\_\_, Supervisor

Seal:

**ACKNOWLEDGEMENTS**

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came Debbie DiBernardo, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the President of HI-TOR ANIMAL CARE CENTER, INC., the corporation described herein and which executed the foregoing Agreement; and that he/she knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he/she signed the same as President of said Corporation by virtue of a like order of said Board of Directors.

\_\_\_\_\_  
Notary Public, State of New York

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me, who, each being duly sworn, did depose, and say: That he is the Supervisor of the Town of Orangetown; that he resides at \_\_\_\_\_, New York; that he knows the seal of said Town; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of the Town of Orangetown, and that he signed the same by virtue of a like order of said Town Board of the Town of Orangetown.

\_\_\_\_\_  
Notary Public, State of New York



2007

**Kevin A. Nulty**  
Chief of Police

**Donald Butterworth**  
Police Captain

**James Brown**  
Police Captain

**Police Department  
Town of Orangetown  
Headquarters**

**One Police Plaza  
Orangeburg, N.Y. 10962**

**Emergency - Dial "911"**

Telephone	845-359-3700
Adm. Fax	845-359-3721
Records Fax	845-359-4365
Detective Fax	845-359-3783

Email [Orangetownpolice@yahoo.com](mailto:Orangetownpolice@yahoo.com)

Blauvelt \* Nauraushaun \* Nyack \* Orangeburg \* Palisades \* Snedens Landing \* Sparkill \* Tappan \* Upper Grandview

December 4, 2017

Supervisor Andrew Stewart  
Town Board Members  
Hon. Charlotte Madigan

Ladies and Gentlemen:

I have reviewed the 2018-2019 contract bid submitted for dry cleaning, washing and minor repairs of uniforms for the Orangetown Police Department.

I recommend that we award the contract to The Washing Board, Pearl River, NY, the only bidder.

Yours truly,

Kevin A. Nulty,  
Chief of Police



Orangetown Town Clerks Office  
26 Orangeburg Road  
Orangeburg, NY 10962

011-8011

INTEROFFICE MEMORANDUM

*Charlotte Madigan*  
Town Clerk

*Tel [845] 359 – 5100*  
*Fax; [845] 359 – 5126*

To: Kevin Nulty, Police Chief

Cc: Andrew Stewart, Supervisor  
Councilman Troy  
Councilman Diviny  
Councilman Valentine  
Councilman Bottari

From: Charlotte Madigan, Town Clerk

Subject: Dry Cleaning, Laundering, Minor Sewing and Repairs Police Dept. Uniforms

Date: November 27, 2017

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Please see the attached bid results.

CM/tap

**BID ITEM** Dry Cleaning, Laundering, Minor Sewing **SHEET** 1 OF 2  
**and Repairs of Orangetown Police Department Uniforms**

**BID OPENING TIME** 11:00AM **DATE** November 27, 2017

**CONTRACTOR NAME & ADDRESS**  
*The Washing Board  
 Orangetown, NY*

<b>DATE RECEIVED</b>	<u>11/21/17</u>					
<b>TIME RECEIVED</b>	<u>9:40AM</u>					
<b>NON COLLUSION STATEMENT</b>	<input checked="" type="checkbox"/>					
<b>BID BOND or CERTIFIED CHECK</b>						

<b>Pants, Dry Clean / 100 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 3.95</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 3.95</u>	\$	\$	\$	\$	
<b>Shirts, Dry Clean / 100 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 3.95</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 3.95</u>	\$	\$	\$	\$	
<b>Pants, Launder / 4,500 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 2.90</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 2.90</u>	\$	\$	\$	\$	
<b>Shirts, Launder / 6000 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 1.75</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 1.75</u>	\$	\$	\$	\$	
<b>Blazers, Dry Clean / 20 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 8.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 8.00</u>	\$	\$	\$	\$	
<b>Tow-Piece Suits / 100 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 11.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 11.00</u>	\$	\$	\$	\$	
<b>Ike Jackets, Dry Clean / 10 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 6.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 6.00</u>	\$	\$	\$	\$	
<b>Overcoats, Dry Clean / 25 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 11.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 11.00</u>	\$	\$	\$	\$	
<b>Winter Jackets, Dry Clean / 100 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 10.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 10.00</u>	\$	\$	\$	\$	
<b>Bulletproof Vest Liners, Launder / 10 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 3.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 3.00</u>	\$	\$	\$	\$	
<b>Blankets, Dry Clean / 25 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 5.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 5.00</u>	\$	\$	\$	\$	
<b>Civilian Trousers / 125 Per Year</b>						
<b>Unit Price - 2018</b>	<u>\$ 2.90</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 2.90</u>	\$	\$	\$	\$	

**DIST:**

**BID ITEM** Dry Cleaning, Laundering, Minor Sewing **SHEET** 2 OF 2  
**and Repairs of Orangetown Police Department Uniforms**

**BID OPENING TIME** 11:00AM **DATE** November 27, 2017

**CONTRACTOR NAME & ADDRESS**  
*The Washing Board  
 Orangetown, NJ*

<b>DATE RECEIVED</b>	<u>11/21/17</u>					
<b>TIME RECEIVED</b>	<u>9:40AM</u>					
<b>NON COLLUSION STATEMENT</b>	<input checked="" type="checkbox"/>					
<b>BID BOND or CERTIFIED CHECK</b>						

**Raincoats, Clean, Waterproof / 25 Per Year**

<b>Unit Price - 2018</b>	<u>\$ 3.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 3.00</u>	\$	\$	\$	\$	

**Wool Sweaters, Dryclean / 125 Per Year**

<b>Unit Price - 2018</b>	<u>\$ 4.50</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 4.50</u>	\$	\$	\$	\$	

**Jumpsuits, Launder / 25 Per Year**

<b>Unit Price - 2018</b>	<u>\$ 2.80</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 2.80</u>	\$	\$	\$	\$	

**Sew Jackets / 25 Per Year**

<b>Unit Price - 2018</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	

**Sew Shirts / 25 Per Year**

<b>Unit Price - 2018</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	

**Sew Small Holes, Belt Loops, Etc. / 75 Per Year**

<b>Unit Price - 2018</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	

**Sew Zipper / 25 Per Year**

<b>Unit Price - 2018</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$5.00-8.00</u>	\$	\$	\$	\$	

**Replace Zipper / 15 Per Year**

<b>Unit Price - 2018</b>	<u>\$ 18.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 18.00</u>	\$	\$	\$	\$	

**Sew Patches / 50 Per Year**

<b>Unit Price - 2018</b>	<u>\$ 6.00</u>	\$	\$	\$	\$	
<b>Unit Price - 2019</b>	<u>\$ 6.00</u>	\$	\$	\$	\$	

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**DIST:**



**TOWN OF ORANGETOWN**

**POLICE DEPARTMENT**

**CONTRACT DOCUMENTS**

**FOR**

**DRY CLEANING, LAUNDERING, MINOR SEWING  
AND REPAIRS OF ORANGETOWN POLICE DEPARTMENT UNIFORMS**

**2018- 2019**

**JOHN S. EDWARDS  
TOWN ATTORNEY  
TOWN OF ORANGETOWN**

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on November 27, 2017 and will be publicly opened and read aloud at 11:00 A.M., on that day for the dry cleaning, laundering, minor sewing and repairs of Orangetown Police Department Uniforms, in accordance with the Contract documents on file with, and which may be obtained at the Town Clerk's Office.

The Town Clerk and Chief of Police shall submit a report to the Town Board of all bids received and their recommendation concerning the awarding of a contract at a meeting of the Town Board.

The successful bidder will be required to post a Performance Bond in the amount of One Thousand Dollars (\$1,000.00).

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED: November 1, 2017

JOHN S. EDWARDS  
TOWN ATTORNEY  
TOWN OF ORANGETOWN

CHARLOTTE MADIGAN  
TOWN CLERK

PROPOSAL

TO: TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL,  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962

THE UNDERSIGNED, having a principal place

of business at

The Washing Board,

and being experienced and responsible for the performance of same, submits the following proposal for the Dry Cleaning, Laundering, Minor Sewing and Repairs of Orangetown Police Department Uniforms for the period of January 1, 2018 to December 31, 2019, at the following prices:

<u>ITEM</u>	<u>APPROXIMATE AMOUNT PER YEAR</u>	<u>2018 UNIT PRICE</u>	<u>2019 UNIT PRICE</u>
Pants, Dry Clean	100	<u>3.95</u>	<u>3.95</u>
Shirts, Dry Clean	100	<u>3.95</u>	<u>3.95</u>
Pants, Launder	4,500	<u>2.90</u>	<u>2.90</u>
Shirts, Launder	6,000	<u>1.75</u>	<u>1.75</u>
Blazers, Dry Clean	20	<u>8.00</u>	<u>8.00</u>
Tow-Piece Suits	100	<u>11.00</u>	<u>11.00</u>
Ike Jackets, Dry Clean	10	<u>6.00</u>	<u>6.00</u>
Overcoats, Dry Clean	25	<u>11.00</u>	<u>11.00</u>
Winter Jackets, Dry Clean	100	<u>10.00</u>	<u>10.00</u>
Bulletproof Vest Liners, Launder	10	<u>3.00</u>	<u>3.00</u>
Blankets, Dry Clean	25	<u>5.00</u>	<u>5.00</u>
Civilian Trousers	125	<u>2.90</u>	<u>2.90</u>
Raincoats, Clean, Waterproof	25	<u>3.00</u>	<u>3.00</u>
Wool Sweaters, Dryclean	125	<u>4.50</u>	<u>4.50</u>

		<u>2018</u>	<u>2019</u>
Jumpsuits, Launder	25	<u>2.80</u>	<u>2.80</u>
Sew Jackets	25	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Sew Shirts	25	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Sew Small Holes, Belt Loops, Etc.	75	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Sew Zipper	25	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Replace Zipper	15	<u>18.00</u>	<u>18.00</u>
Sew Patches	50	<u>6.00</u>	<u>6.00</u>

All items, including shirts, shall be returned on hangers and sorted into individual groupings for each police officer and shall be enclosed in a plastic bag tagged with the police officer's name on the outside.

Pick up and delivery shall be **THREE TIMES A WEEK. (\$10 per Pick-up)**

It is understood that the successful bidder will be required to post a performance bond in the amount of One Thousand Dollars (\$1,000.00).

We agree to clean the said police uniforms for the above prices according to the specifications attached hereto.

No contract is deemed to have been created until approved by Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

The Non-collusion Statement attached hereto forms a part of this bid.

DATED: 11/21/2017

BY: Joan Incognoli

The Washing Board  
 \_\_\_\_\_  
 FIRM NAME



## NON-COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and,

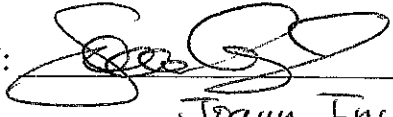
No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid made to any political Subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as tile act and deed of the corporation.

This statement so subscribed by bidder to person signing on behalf of bidder, and affirmed as true under penalties of perjury.

DATED: 11/21/2017

BY:   
Jeanne Incognola

FOR: The Washing Board

## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 , between the TOWN OF ORANGETOWN, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the "TOWN," and The Washing Board, party of the second part, hereinafter called the "CONTRACTOR."

WHEREAS, the Contractor has submitted a Proposal to furnish the Town of Orangetown Police Department with DRYCLEANING, LAUNDERING, MINOR SEWING AND REPAIRS OF ORANGETOWN POLICE DEPARTMENT UNIFORMS, as follows:

<u>ITEM</u>	<u>APPROXIMATE AMOUNT PER YEAR</u>	<u>2018 UNIT PRICE</u>	<u>2019 UNIT PRICE</u>
Pants, Dry Clean	100	<u>3.95</u>	<u>3.95</u>
Shirts, Dry Clean	100	<u>3.95</u>	<u>3.95</u>
Pants, Launder	4,500	<u>2.90</u>	<u>2.90</u>
Shirts, Launder	6,000	<u>1.75</u>	<u>1.75</u>
Blazers, Dry Clean	20	<u>8.00</u>	<u>8.00</u>
Tow-Piece Suits	100	<u>11.00</u>	<u>11.00</u>
Ike Jackets, Dry Clean	10	<u>6.00</u>	<u>6.00</u>
Overcoats, Dry Clean	25	<u>11.00</u>	<u>11.00</u>
Winter Jackets, Dry Clean	100	<u>10.00</u>	<u>10.00</u>
Bulletproof Vest Liners, Launder	10	<u>3.00</u>	<u>3.00</u>
Blankets, Dry Clean	25	<u>5.00</u>	<u>5.00</u>
Civilian Trousers	125	<u>2.90</u>	<u>2.90</u>

Raincoats, Clean, Waterproof	25	<u>3.00</u>	<u>3.00</u>
Wool Sweaters, Dryclean	125	<u>4.50</u>	<u>4.50</u>
Jumpsuits, Launder	25	<u>2.80</u>	<u>2.80</u>
Sew Jackets	25	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Sew Shirts	25	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Sew Small Holes, Belt Loops, Etc.	75	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Sew Zipper	25	<u>5<sup>00</sup>-8<sup>00</sup></u>	<u>5<sup>00</sup>-8<sup>00</sup></u>
Replace Zipper	15	<u>18.00</u>	<u>18.00</u>
Sew Patches	50	<u>6.00</u>	<u>6.00</u>

AND WHEREAS, the Town is desirous of contracting for the furnishing of DRY CLEANING, LAUNDERING, MINOR SEWING AND REPAIRS OF ORANGETOWN POLICE DEPARTMENT UNIFORMS, at the price listed above,

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Contractor agrees to furnish and the Town agrees to pay for the DRY CLEANING, LAUNDERING, MINOR SEWING AND REPAIRS OF ORANGETOWN POLICE DEPARTMENT UNIFORMS, at the price listed above.

2. The price listed above shall remain in effect from January 1, 2018 until December 31, 2019.

3. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law.

4. The Contractor agrees that he will provide all the materials, labor and other necessary means of repair and do all of the work called for by the specifications hereto attached and hereby made a part hereof, in full compliance with the specifications, and in the manner prescribed therein, and in full accordance with the decisions and requirements of the Town of Orangetown.



5. All deliveries shall be subject to examination and where it is found that they do not comply with the specifications or are found defective in any manner, they shall be rejected and returned to the contractor at his expense. ~~Delivery charges must be paid by the party of the second part.~~ (II) Delivery Charge is \$10 per Pick-Up.

6. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orangetown and any attempts to assign the contract without the Town's written consent is null and void.

7. The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing to the Town with regard to this contract, or any other contract with the Town. The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract, hereinafter collectively called "the records." The records must be kept for the balance of the calendar year in which they were made and for six additional years thereafter.

8. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or personal property must include the payee's identification number. Each invoice shall be accompanied by a written breakdown of the items billed.

9. In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor hereby consents to service of process upon it by certified mail, return receipt requested. Service thereunder shall be complete upon the contractor's actual receipt of process or upon the Town's receipt of the return thereof, by the United State Postal Service, as refused or as undeliverable. The contractor must promptly notify the Town, in writing, of each and every change of address to which service or process can

be made. Service by the Town to the last known address shall be sufficient. The contractor will have thirty (30) calendar days, after service thereunder is complete, in which to respond.

10. Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor, for the work performed in connection with any project.

11. All contractors actually undertaking the work required shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorney's fees and damages (actual, consequential or exemplary), awarded in any manner whatsoever, through suit, settlement or otherwise, arising out of any claim, suit, action or dispute involving wages paid to all subcontractors, employees, independent contractors, or other persons employed by any contractor employed by the Town of Orangetown.

12. The Town shall have no liability under this contract to the contractor or anyone else beyond the funds appropriated and available for the contract. This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees, as are required to be covered by the provisions of the Workers' Compensation Law. Failure to do so shall constitute a breach of this contract.

13. In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor consents to service of process upon it by certified mail, return receipt requested. Service hereunder shall be completed upon the contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or as undeliverable. The contractor must promptly notify the Town, in writing, of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The

contractor will have thirty (30) calendar days, after service there under is complete, in which to respond.

14. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race or color, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

15. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, on or after the first day of July, nineteen hundred fifty- nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the

municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

16. The Contractor shall promptly comply with all Federal, State and local laws concerning the subject matter herein.

17. The Proposal and Non-collusion Statement made pursuant to Section 103d of the General Municipal Law and the Specifications provided for in the bid herein are made a part hereof as though set forth at length herein.

18. No contract is deemed to have been created until approved by Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

19. The Contractor has and shall keep in effect during the term of this contract, Worker's Compensation Insurance and Disability Insurance for each of its employees, and the Contractor shall furnish the Town with certificates of insurance evidencing same, immediately upon the signing of this contract. With regard to certificates of insurance, the following cancellation clause should be included thereon: "The issuing company WILL mail written notice to the certificate holder named on the insurance certificate."

20. The Contractor has complied with all conditions precedent hereto required to be complied with by him.

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

ATTEST:

TOWN OF ORANGETOWN

\_\_\_\_\_  
CHARLOTTE MADIGAN,  
ORANGETOWN TOWN CLERK  
(SEAL)

\_\_\_\_\_  
ANDREW STEWART,  
ORANGETOWN TOWN SUPERVISOR

\_\_\_\_\_  
KEVIN A. NULTY  
CHIEF OF POLICE

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
FIRM NAME

(SEAL)

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

**CERTIFICATION OF TOWN ATTORNEY**

I, John Edwards, Town Attorney of the Town of Orangetown, hereby certify that all conditions precedent to the execution of this Contract have been complied with and it is, in all respects, a valid and binding obligation upon the parties thereto.

DATED: \_\_\_\_\_

TOWN ATTORNEY

**GENERAL CONDITIONS**  
**FOR ALL CONTRACTS**

1. No contract is deemed to have been created until approved by the Town Board and the Town Attorney.
2. It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution.
3. This Contract is subject to appropriations approved by the Town Board.
4. It is understood and agreed between the parties hereto that no claims for damages or extra work shall be made in connection with this work, except such as may be ordered by the Town's representative, with the approval by Resolution of the Town Board and further evidenced by the execution of a supplemental agreement between the Town and the Contractor covering the same.
5. It is further understood and agreed that in case there is a variation between the terms of this Contract and such plans and specifications or between any of them, the Town Board shall determine which shall control and its decision shall be conclusive, final and binding upon all parties to this Contract.
6. It is further understood and agreed that title to all materials delivered shall vest in and become the property of the Town.
7. The Contractor shall provide general liability, statutory disability benefits, workmen's' compensation, unemployment insurance and social security in a form acceptable to, and approved by, the Town Attorney.
8. It is expressly understood and agreed that this Contract is subject to the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York, as amended by Chapter 605 of the Laws of the 1959, effective July 1, 1959, as same may have been thereafter amended, or may hereafter be amended, from time to time. Upon the refusal of the Contractor when called before a grand jury or any agency or commission, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, the Town, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,
  - (a) Such person, and any firm, partnership, corporation or entity, of which he or she or any of his or her immediate family (as hereinafter defined), is a member, partner, director or officer or holds or has any beneficial interest therein, directly or indirectly,

shall automatically be disqualified from thereafter selling, or submitting bids, to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years from, and after, the date of any such refusal, and

(b) Any and all contracts made with any municipal corporation or any public corporation or any public department, agency or official thereof since the effective date of this law, by such person, and by any firm, partnership or corporation of which he or she or any member of his or her immediate family is a member, partner, director or officer or holds or has any beneficial interest therein, directly or indirectly, may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by any such municipal or public corporation for goods delivered or work done prior to the cancellation or termination shall be paid in accordance with the provisions of any such cancelled or terminated contract.

For the purposes hereof, the term "immediate family" shall mean the spouse and/or any of the children of any person, and/or the spouse or children of any such person's children.

9. Any person who, when called before a grand jury or any agency or commission, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership, corporation or entity, of which he or she or any member of his or her immediate family is a member, partner, director or officer or holds or has any beneficial interest therein, directly or indirectly, shall automatically be disqualified from thereafter selling, or submitting bids to, or receiving awards from, or entering into any contracts with, any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years from and, after, the date of any such refusal.

10. In hiring of employees, or the engaging of any subcontractor, for the performance of the Contractor's work, services and/or obligations under this Contract or any such subcontract neither the Contractor nor any contractor, subcontractor or any person acting on behalf of such contractor and/or subcontractor shall, by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work or to prove the services, to which the employment relates. Neither the Contractor nor any contractor, subcontractor, or any person on behalf of such contractor and/or subcontractor shall, in any manner discriminate against or intimidate any employee hired for the performance of work or to



provide the services, under this Contract or any subcontract thereunder, on account of race, creed, color, sex or national origin.

11. This Contract or any right, title or interest therein may not be assigned, transferred, conveyed, sold, sublet or otherwise disposed of without the express prior consent, in writing, of the Town of Orangetown and any such attempts to assign, transfer, convey, sell, sublet or otherwise dispose of this Contract or any right, title or interest therein, without the Town's express prior written consent shall be null and void and shall constitute a material breach of, and be deemed an automatic cancellation of, this Contract, as of the date of such attempt.

12. The Town shall have, and hereby expressly reserves, all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off, monies due and owing to the Town with regard to this Contract, or any other contract between the Contractor and the Town. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract, hereinafter collectively called the "Records". The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional calendar years thereafter.

13. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or property must include the payee's tax identification number.

14. In addition to the methods of service allowed or permitted by the New York State Civil Practice Law and Rules, the Contractor hereby consents to service of process upon it at the address herein set forth by certified mail, return receipt requested. Service thereunder shall be complete upon the Contractor's actual receipt of process as noted on the return receipt or upon the Town's receipt of process or upon the Town's receipt of the return thereof, by the United States Postal Service, as of the date the postal authorities indicate said process was refused or undeliverable, as the case may be. The Contractor must promptly notify the Town, in writing, of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service thereunder is complete in which to respond.

15. The Contractor warrants and represents that all employees engaged or retained by the Contractor as well as by any independent contractor and/or any subcontractor covered by this Contract shall be compensated at no less than the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work or services performed in connection with, or related to, the project which is the subject matter of this Contract.

16. The Contractor and all contractors actually undertaking the work or services contracted for hereunder shall save and hold harmless the Town from any and all costs, fees, and costs, disbursements, attorneys' fees and damages (actual, consequential or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of, resulting from, or in connection with, any claim, suit, action or dispute involving wages paid to all contractors and/or subcontractors or other persons employed by any contractor and/or subcontractor.
17. The Town shall have no liability under this Contract to the Contractor or anyone else beyond the funds appropriated and available for this Contract. This Contract shall be void and of no force and effect unless the Contractor shall provide, prior to the commencement of any work or the providing of any services hereunder, and shall thereafter continuously maintain coverage during the life of this Contract for the benefit of all such employees, as are required to be covered by the provisions of, and pursuant to, the Workers' Compensation Law. Failure to do so shall constitute a material breach of this Contract by the Contractor.
18. No sales tax or other taxes will be charged to, or assessed against, the Town. The Town will furnish, upon request, to the Contractor such proof of tax exemption as may be required by law.
19. The Proposal and Non-Collusion Certification made pursuant to Section 103-d of the General Municipal Law of the State of New York, as heretofore and hereafter amended, and the Specifications and General Conditions hereof are, by this reference thereto, incorporated herein and hereby made a part hereof as though set forth at length herein.
20. The Contractor must pay for all delivery charges of all materials in connection herewith without further compensation; all such delivery charges being included in the contract price or bid hereunder.
21. Payments due the Contractor will only be made after submission of invoices and/or such other documentation as is required by the Town's Department of Finance.
22. Any item of work required to be done or material to be furnished or provided to complete the work or provide the services set forth and/or shown on the plans and/or Specifications must be done, furnished or provided as the case may be, whether or not the same is specifically shown or included in the plans and/or Specifications.
23. The Contractor shall provide any and all policies or certificates of insurance, naming the Town, as an additional insured, and shall be in form, substance, content and amounts, acceptable to the Town Attorney. All policies or certificates of insurance, including any renewals thereof, shall provide that, during the efficacy of this Contract, notice **WILL, AND MUST**, be given to the Town Attorney at least thirty (30) days prior

to the effective date of the termination and/or cancellation of any such policies and/or certificates of insurance.

24. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Bid Proposal, this Contract, the General and Special Conditions, Contract Bonds, Proposal, Plans or Drawings, Specifications, Addenda, all change orders approved by the parties hereto after the execution of this Contract and any and all other writings necessary to complete the project, provide the materials thereto, or implement the purposes hereof, as more fully set forth in this Contract.

25. The term "subcontractor" includes any individual, firm, corporation or any other entity having a direct contract with the Contractor or with any other subcontractor for the performance of any part of the work or services to be performed on or for the project as contemplated hereby.

26. No official, consultant or employee of the Town nor any member of such official's, consultant's or employee's immediate family, who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of, or work or services to be performed on or for, the project shall become, interested personally, directly or indirectly, in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town nor his or her immediate family, who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of, or work or services to be performed on or for, the project, shall become directly or indirectly personally interested in this Contract, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project or the subject matter contemplated or covered by this Contract.

27. Except for specific provisions otherwise set forth in the Contract Documents, any disputes concerning questions of fact or circumstances arising out of this Contract shall be mutually resolved through good faith mediation between the Contractor and the Town. The Contractor shall carry on the work or furnish the services as herein provided, and maintain its progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Town may otherwise agree in writing.

28. The Town may withhold from the Contractor so much of any payments due it as may, in the judgment of the Town, be necessary to assure satisfaction of claims made to the Town and claims of the Town.

29. If the Contractor refuses or fails to prosecute the work or furnish the services as herein provided, or any separable part thereof, with such diligence as will insure its completion within the time or times specified in this Contract, or any extension thereof, or fails to complete said work or furnish the services as herein provided, within such time or times, the Town may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or furnish such services or such part of the work or services as to which there has been delay. In such event, the Town may take over the work or furnish said services, and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work or furnishing such services, such materials, appliances and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work or furnish said services, is terminated, it and its sureties, if any, shall be liable for any damage or cost to the Town resulting from such refusal or failure to complete the work or furnish said services, within the specified time or times.

30. New York State labor Law section 220-h requires:

“The advertised specifications for every contract for the construction, reconstruction, Maintenance and/or repair of public work to which the state or a municipality is a party, where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars, shall contain a provision requiring that all laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's occupational safety and health administration that is at least ten hours in duration.”

31. The Town reserves the right to cancel this contract, and/or contract with another Contractor for the same or similar goods and/or services as set forth herein, in the event that contractor fails to fulfill any of the terms or conditions of this contract and/or provides deficient, defective or lesser quality goods and/or services than those set forth in the specifications annexed to this contract. In the event this contract contains an exclusivity provision, then the terms of this paragraph shall supersede any such exclusivity provision.

These General Conditions shall be deemed a part of the contract to which they are attached. In the event of any inconsistency between these General Conditions and said contract, the Contractor acknowledges that the determination or decision of the Town Board with respect to any such inconsistency, shall prevail for all purposes hereunder and be binding upon the parties hereto.


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

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



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

# Memorandum

DATE: November 30, 2017  
TO: Town Board  
FROM: James J. Dean, Superintendent of Highways   
RE: Create Position – Assistant Automotive Mechanic

“Resolved, based on the recommendation of the Rockland County Personnel Department, the creation of the above noted position in the Highway Department, is hereby approved.”

Kj



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

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



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

# Memorandum

DATE: November 22, 2017  
TO: Town Board  
FROM: James J. Dean, Superintendent of Highways  
RE: Equipment Maintenance & Repair

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The Highway Department currently has a vacant Automotive Mechanic I (journeyman level) position. The Notice of Vacancy was posted throughout Town offices as well being advertised in the newspaper. We interviewed three (3) applicants and although the applicants worked in the mechanical field and had some education, they did not meet the needs of the department. Currently we have been undergoing in-house training utilizing two (2) Motor Equipment Operators who have some mechanical training and experience.

Based on the above, we would like to fill the existing Assistant Automotive Mechanic position, create an additional Assistant Automotive Mechanic position and not fill the Automotive Mechanic I position at this time.

I have discussed this with the CSEA Union President Ronnie Cummings and she presently has no objection to this arrangement. We have reached out to Rockland County Personnel Department and they have no objection to creating the additional Assistant Auto Mechanic.

These changes, coupled with retirements and transfers this year, have created savings in our overall salary structure that will have minimal impact on our 2018 Budget.

I would appreciate the opportunity to discuss this in executive session next week, if possible.

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