

**TOWN OF ORANGETOWN  
WORKSHOP MEETING  
TUESDAY, NOVEMBER 15, 2016 8:00 P.M.**

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

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

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**EXECUTIVE SESSION**

**ANNOUNCEMENTS:**

**PRESENTATION:**

**TOWN BOARD**

**SET PUBLIC HEARING/INCREASE SALARY OF  
SUPERINTENDENT OF HIGHWAYS FOR FISCAL  
YEAR 2017 ABOVE THAT SET FORTH IN THE  
NOTICE OF HEARING ON THE 2017  
PRELIMINARY BUDGET**

1. **RESOLVED**, that a public hearing is hereby set for November 29, 2016, at 8:05 p.m., to consider the adoption of a local law, increasing the salary of the elected Superintendent of Highways by the amount of \$1,500.00 above that set forth in the Notice of Hearing on the Preliminary Budget to correct a publication error.

**TOWN BOARD**

**APPROVE CHANGES/MODIFICATIONS 2017  
PRELIMINARY BUDGET**

2. **RESOLVED**, that the Town Board hereby authorizes the following changes to the 2017 Preliminary Budget.

Acct No	Acct Description	Supervisor Stage 2017	Adjusted Budget	Proposed Change
G.8110.011	SEWER ADMIN-PERMANENT STAFF	\$ 836,933	\$ 795,453	\$ (41,480)
A.1440.011	ENGINEER-PERMANENT STAFF	\$ 372,254	\$ 434,954	\$ 62,700
A.9060.800	HOSPITALIZATION-FRINGE BENEFITS	\$ 2,218,937	\$ 2,238,937	\$ 20,000
				\$ 41,220
A.1310.011	FINANCE-PERMANENT STAFF	\$ 93,060	\$ 102,346	\$ 9,286
A.1310.015	FINANCE-APPOINTED OFFICIALS	\$ 124,658	\$ 114,658	\$ (10,000)
				\$ (714)
A.1622.011	SHARED SERVICES PERMANENT STAFF	\$ 92,771	\$ 97,771	\$ 5,000
A.5010.100	SUPT. OF HIGHWAYS. ELECTED OFFICIALS	\$ 105,489	\$ 106,989	\$ 1,500
B.3620.011.17	SAFETY-INSPEC SERVICE-PERMANENT STAFF	\$ 793,491	\$ 779,578	\$ (13,913)
<b>Library Districts</b>				
	Blauvelt	\$ 720,392	\$ 720,392	\$ -
	Orangeburg	\$ 522,774	\$ 507,838	\$ (14,936)
	Palisades	\$ 381,768	\$ 381,768	\$ -
	Tappan	\$ 702,340	\$ 702,340	\$ -
	<b>Total Library Districts</b>	<b>2,327,274</b>	<b>2,312,338</b>	<b>\$ (14,936)</b>
	<b>Total proposed budget changes</b>			<b>\$ 18,157</b>
	<b>Tax Cap impact</b>			<b>\$ 59,637</b>

**TOWN BOARD**

**ADOPT/2017 PRELIMINARY BUDGET**

3. **RESOLVED**, the Town Board hereby adopts the 2017 Preliminary Budget, as modified by resolution of even date herewith, previously adopted, as the 2017 Final Budget. The 2017 Adopted Final Budget shall be filed in the Office of the Town Clerk.

**APPOINT MANAGEMENT REPRESENTATIVES  
FOR THE NEGOTIATION OF THE TOWN'S  
LABOR AGREEMENTS**

4. **RESOLVED**, that the Town Board hereby appoints the following to engage in contract negotiations with the Orangetown Patrolmen's Benevolent Association (the PBA):

John Edwards, Town Attorney; Teresa Kenny, First Deputy Town Attorney; Jeffrey Bencik, Director of Finance; Donna Morrison, Director of Personnel; Orangetown Police Chief Kevin Nulty; and Orangetown Police Captain Donald Butterworth; and

**BE IT FURTHER RESOLVED** that the Town Board hereby appoints the following to engage in contract negotiations with the Civil Service Employees Union (the CSEA):

John Edwards, Town Attorney; Teresa Kenny, First Deputy Town Attorney; Jeffrey Bencik, Director of Finance; Donna Morrison, Director of Personnel; \_\_\_\_\_,

\_\_\_\_\_.

The individuals named above shall develop a list of contract demands on behalf of management, which shall be presented to, and approved by, the Town Board, and shall report back to the Town Board periodically, over the course of negotiations, or otherwise as requested by the Town Board.

**AUTHORIZE SUPERVISOR TO ISSUE A REQUEST  
FOR PROPOSALS/ANNUAL AUDITING PROCESS**

5. **RESOLVED**, the Town Board authorizes the Supervisor issue a Request for Proposals for annual auditing services.

**TOWN ATTORNEY**

**HIRE ATTORNEY RICHARD ZUCKERMAN/PBA  
CONTRACT NEGOTIATIONS**

6. **RESOLVED**, that upon the recommendation of the Town Attorney's Office, the Town hereby engages attorney Richard Zuckerman for services related to CSEA and PBA Contract Negotiations at a rate of \$xxx/hour, not to exceed \$xxx.

**APPROVE QUITCLAIM DEED FROM UNITED  
STATES OF AMERICA, ACTING THROUGH THE  
SECRETARY OF HEALTH AND HUMAN  
SERVICES, FOR 6.387 ACRES OF PROPERTY,  
FORMERLY A PART OF THE TAPPAN ARMY  
RESERVE CENTER ON WESTERN HIGHWAY**

7. **WHEREAS**, the Town has negotiated the acquisition of surplus real property, formerly a part of the Tappan Army Reserve Center, located on Western Highway in the Town of Orangetown, from the United States of America, acting through the Secretary of Health and Human Services, for a public health purpose, to wit, the construction of a green infrastructure project to help manage stormwater, improve water quality and raise public awareness about green infrastructure practices; and

**WHEREAS**, the said property consists of 6.387 acres of property, now or formerly a part of Sect. 74.18, Block 3, Lot 48 on the Tax Map of the Town of Orangetown, as shown on a certain subdivision map prepared by Tectonic Engineering & Surveying Consultant P.C., titled "Lands to be Acquired by Town of Orangetown, Portion of 281 Western Highway, Drawing Number SU-102",

**NOW, THEREFORE, BE IT RESOLVED** that the Town hereby approves acceptance of a Quitclaim Deed conveying the said property to the Town, subject to the easements, encumbrances, covenants, restrictions reservations and/or conditions as set forth in the draft form of deed submitted to the Town under cover from Teresa Ritta, Program Manager, Federal Real Property Assistance Program, Real Property Management Services.

**TOWN ATTORNEY**

**AUTHORIZE SUPERVISOR TO SIGN AND  
EXECUTE AMENDED AGREEMENT BETWEEN  
THE TOWN OF ORANGETOWN AND NEW YORK  
SMSA LIMITED PARTNERSHIP d/b/a VERIZON  
WIRELESS**

8. **WHEREAS**, the Town of Orangetown currently has a lease agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless, dated August 28, 1992, as amended on 2/24/11 and 12/4/11, for space on the Telecommunications Tower at 26 Orangeburg Road, Orangeburg, New York (the Town Hall Tower); and

**WHEREAS**, Verizon Wireless seeks to perform antenna work and make additional improvements and to pay the Town an additional \$200.00 per month for such additional installations in return for an additional five year extension on the current lease; Be it

**RESOLVED**, that an amendment to the August 28, 1992, agreement between the Town of Orangetown and New York SMSA Limited Partnership d/b/a Verizon Wireless is hereby approved and that the Supervisor is authorized to execute same.

**POLICE DEPARTMENT**

**ACCEPT/FILE IRREVOCABLE LETTER OF  
RESIGNATION/TOWN EMPLOYEE  
#2756/EFFECTIVE APRIL 30, 2017**

9. **RESOLVED**, that upon the recommendation of the Chief of Police, ACCEPT/FILE the irrevocable letter of resignation of town employee # 2756 effective the latter of his completion of twenty years of eligible service in the NYS Police and Fire Retirement System or April 30, 2017.

**PERSONNEL**

**APPOINT ALEXANDROS C. TSIRONIS/  
INFORMATION SERVICES AND RECORDS  
MANAGEMENT SPECIALIST (POLICE  
DEPARTMENT)/EFFECTIVE NOVEMBER 23,  
2016**

- 10. RESOLVED**, that upon the recommendation of the Chief of Police, permanently appoint Alexandros C. Tsironis from Rockland County Civil Service list #16051 to the title of "Information Services and Records Management Specialist (Police Department) at a salary consistent with the provisions of the labor agreement between the Town of Orangetown and Orangetown CSEA., effective November 23, 2016.

**CREATE POSITION/ASSISTANT MAINTENANCE  
SUPERVISOR/GRADE 18/DEME**

- 11. RESOLVED**, that upon the recommendation of Rockland County Personnel, create the position of Assistant Maintenance Supervisor in the DEME, Grade 18 (salary range \$75,835.00 - \$122,120.00), and direct that notice of same be posted in compliance with the provisions of the contract between the Town and CSEA.

**APPOINT JESSICA GARRECHT/SENIOR CLERK  
TYPIST/JUSTICE COURT/EFFECTIVE NOVEMBER  
29, 2016**

- 12. RESOLVED**, that upon the recommendation of the Town Justices and the Court Clerk, appoint Jessica Garrecht to the position of Senior Clerk Typist in the Orangetown Justice Court, Grade 5, Step 1, at a salary of \$41,858.00, effective November 29, 2016.

PERSONNEL

**CHANGE POSITION OF SUPERVISOR OF FISCAL SERVICES FROM A GRADE 19 TO GRADE 24/SALARY OF \$101,088.00/EFFECTIVE JANUARY 1, 2017**

- 13. RESOLVED**, that upon the recommendation of the Finance Director, change the position of Supervisor of Fiscal Services from a Grade 19 to a Grade 24, Step 1, with a salary of \$101,088.00 effective January 1, 2017. Salary is included in the 2017 Preliminary Budget.

**ACCEPT RETIREMENT/RESIGNATION/KENECK SKIBINSKI/CHIEF OPERATOR/DEME/EFFECTIVE MARCH 24, 2017**

- 14. RESOLVED**, accept retirement/resignation from Keneck Skibinski, Chief Operator, DEME, effective March 24, 2017.

**APPOINT ROBERT MURPHY/AUTOMOTIVE MECHANIC 1/EFFECTIVE DECEMBER 5, 2017/DEME**

- 15. RESOLVED**, that upon recommendation of the Commissioner of DEME, appoint Robert Murphy to the position of Automotive Mechanic I CSEA Grade 15 Step 25/29 at a salary of \$100,626.00. This position was vacated due to the incumbent being promoted and is funded in the budget. This appointment is to be effective as of December 5, 2016.

**HIGHWAY**

**AWARD CONTRACT/BROOKER ENGINEERING/  
DESIGN AND CONSTRUCTION INSPECTION  
SERVICES/NYSEFC GRANT #130/HOMS FOR  
HEROES GREEN INNOVATION PROJECT**

16. **RESOLVED**, that upon the recommendation of the Town's Consultant Selection Committee comprised of the Superintendent of Highways, Director of OBZPAE and Commissioner of DEME, the engineering contract for Design and Construction Inspection Services is awarded to Brooker Engineering for the Environmental Facilities Corporation Grant #1308, Homes For Heroes Green Innovation Project, in an amount not to exceed \$97,200.00.

**AWARD BID/GOOSETOWN COMMUNICATIONS  
/LAND MOBILE RADIO SYSTEM REANTAL FOR  
FIVE (5) YEARS**

17. **RESOLVED**, that upon recommendation of the Superintendent of Highways, the Land Mobile Radio System bid rental for five (5) years at \$35,100 per year, which includes coverage for a minimum of 90% of the area of the Town on mobile radio, subscribers, airtime, hosted GPS service, smart phone applications, and all inclusive maintenance, is awarded to Goosetown Communications, Congers, NY, the only qualified bidder meeting the town's specifications, to be charged to account number D.5130.400.05.

**APPROVE 2016/2017 LUMP SUM MUNICIPAL  
SNOW AND ICE AGREEMENT**

18. **RESOLVED**, that upon the recommendation of the Superintendent of Highways, the Supervisor is hereby authorized to sign the Extended Indexed Lump Sum Municipal Snow and Ice Agreement, between the Town of Orangetown and the New York State Department of Transportation. The amount for the 2016/2017 Agreement is \$213,000.00.



**HIGHWAY AND POLICE DEPARTMENTS**

**APPROVE AID/ROTARY CLUB OF PEARL RIVER  
SHARED CHRISTMAS AND HOLIDAYS/  
HIGHWAY AND POLICE DEPARTMENT**

19. **RESOLVED**, that the Town Board hereby approves aid to the Rotary Club of Pearl River for the Annual "Share Christmas and Holidays" program and authorizes the Town of Orangetown Highway and Police Department to lend assistance which includes the use of barricades, trash barrels & message board from the Highway Department, and police personnel for crowd control for the Share Christmas event to be held on Friday, December 9, 2016 (rain date of 12.16.16), from 6pm to 9 pm.

**PARKS DEPARTMENT**

**APPROVE AID/ROTARY CLUB OF PEARL RIVER  
SHARED CHRISTMAS AND HOLIDAYS/PARKS  
DEPARTMENT**

20. **RESOLVED**, subject to the submission of all necessary paperwork, the Town Board approves the use of the Showmobile by the Pearl River Rotary Club for their Share Christmas Event on Friday, December 9, 2016, at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**PARKS DEPARTMENT/BICYCLING ON  
CLAUSLAND MOUNTAIN**

21. **WHEREAS**, parkland on Clausland Mountain is comprised of several parcels of Town, State and County Parks which are adjacent to one another and share a trail network that is contiguous between the parks.

**WHEREAS**, Town Parks including Nike Town Park and Tackamack Town Park are governed by laws of the Town of Orangetown, and as such bicycling is permitted in these town parks,

**WHEREAS**, Clausland Mountain County Park is governed by County Park Rules, and as such, bicycling is not allowed in such a park except by specific permission of the Rockland County Parks Commission,

**WHEREAS**, the Rockland County Parks Commission seeks Town input on its plan to permit bicycling on a portion of the trails on Clausland Mountain County Park that connect the town's Tackamack and Nike Town Parks, with the goal of providing a continuous bicycling trail on Clausland Mountain to serve the recreational needs of the community,

**WHEREAS**, NYS recently permitted bicycling on its adjacent lands in Blauvelt State Park,

**NOW, THEREFORE, BE IT RESOLVED** that the proposed designation of a bicycling trail by the Rockland County Parks Commission in Clausland Mountain County Park is consistent with the permitted uses on adjacent Town of Orangetown parks,

**IT IS FURTHER RESOLVED** that the Town will not permit mass bicycling events on Clausland Mountain trails.

**JUSTICE COURT**

**AMEND RESOLUTION No. 511/INCREASE  
AMOUNT FROM \$3,500.00 TO \$4,459.00/  
GRANT APPLICATION/2016 NYS JUSTICE  
COURT ASSISTANCE PROGRAM/SECURITY  
EQUIPMENT AND SCANNING SOFTWARE**

- 22. RESOLVED**, to hereby amend Resolution No. 511 (RTBM 10/18/16) that the Supervisor is hereby authorized to submit a Grant Application for the Orangetown Justice Court, to the NYS Justice Court Assistance Program 2017, in the amount of \$4,459.00, for the purpose of obtaining security equipment and scanning software.

**TOWN CLERK**

**ADOPT TOWN BOARD MEETINGS CALENDAR  
FOR 2017**

**23. RESOLVED**, that the Town Board hereby adopts the Town Board Meetings Calendar for 2017.

**TOWN BOARD MEETINGS - 2017 CALENDAR**

01/03/17	Reorg-RTBM/Audit
01/10/17	Workshop
01/24/17	RTBM/
01/31/17	Workshop
02/07/17	RTBM/Audit
02/28/17	Workshop
03/07/17	RTBM/Audit
03/14/17	Workshop
03/21/17	RTBM/
03/28/17	Workshop
04/04/17	RTBM/Audit
04/25/17	Workshop
05/02/17	RTBM/Audit
05/09/17	Workshop
05/16/17	RTBM
05/23/17	Workshop
06/06/17	RTBM/Audit
06/13/17	Workshop
06/20/17	RTBM
07/11/17	Workshop
07/18/17	RTBM/Audit
08/08/17	Workshop
08/15/17	RTBM/Audit
09/05/17	Workshop
09/12/17	RTBM/Audit
09/26/17	Workshop
10/03/17	RTBM/Audit
10/17/17	Workshop
10/24/17	RTBM
11/14/17	Workshop
11/28/17	RTBM/Audit
12/05/17	Workshop
12/19/17	RTBM/Audit

Town Board Workshop Meetings start at 8:00 pm and Regular Town Board/Audit Meetings begin at 7:30 pm. All meetings are on Tuesdays, except where indicated.

**IT DEPARTMENT**

**AUTHORIZE EXPENDITURES/IT DEPARTMENT/  
PILOT PROJECT WITH PERSONNEL/SOFTWARE  
LICENSING, PROFESSIONAL SERVICES, AND  
RELATED COSTS**

24. **RESOLVED**, to promote cost-reducing transition toward paperless document management the Town Board authorizes the expenditure from fund balance of up to \$25,000 by the IT department for software licensing, professional services and related costs to implement a pilot project with the Personnel Department for document scanning, archiving, retrieval and retention.

**AUTHORIZE EXPENDITURES/IT DEPARTMENT/  
SOFTWARE LICENSING, PROFESSIONAL  
SERVICES AND RELATED COSTS/ADDITION  
MODULES AND USER LICENSES FOR THE  
INTEGRATED PROPERTY SYSTEM SOFTWARE  
PROGRAM**

25. **RESOLVED**, in order administer the Landlord Registry through an electronic means, the Town Board authorizes the expenditure from fund balance of up to \$12,000 by the IT Department for software licensing, professional services, and related costs to add addition modules and user licenses to the IPS (Integrated Property System) software program.

Adjournments at \_\_\_\_\_ in memory of:

Margaret Callahan, Pearl River

James Hershberger, Valley Cottage

Margaret McCormack, Pearl River

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Contract No.

QUITCLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_, 2016, between the United States of America, acting through the Secretary of Health and Human Services, by the Program Manager, Real Property Management Services, Program Support Center, U.S. Department of Health and Human Services (hereinafter referred to as " the Grantor") under and pursuant to the power and authority delegated by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. §550), as amended (hereinafter referred to as "the Act"), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Town of Orangetown, New York (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, by letter dated October 7, 2016, from the General Services Administration New England Region, certain surplus property consisting of 6.387 acres, hereinafter described (hereinafter referred to as "the Property"), was assigned to the Department of Health and Human Services for disposal upon the recommendation of the Grantor that the Property is needed for public health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property in accordance with the approved program of utilization; and

WHEREAS, Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, Grantor, for and in consideration of the foregoing and of the observance and performance by Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Rockland, State of New York, and more particularly described as follows:

All that certain plot, piece or parcel of land situate, lying and being in the Hamlet of Tappan, County of Rockland, State of New York, said being a portion of Tax Map 74.18, Block 3, Lot 48 and being designated as lands to be acquired by Homes for Heroes as

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shown on a subdivision map prepared by Tectonic Engineering & Surveying Consultant P.C. titled "Lands to be Acquired by Town of Orangetown, Portion of 281 Western Highway" Drawing Number SU-102, being more particularly bounded and described as follows:

Beginning at the northeasterly corner of the herein described parcel said point being South 70°01'12" East for a distance of 726.76 feet; thence South 1°51'00" West for a distance of 284.41 feet from an iron rod on the easterly sideline of Western Road at the common corner of lots Section 74.18, Block 3, Lot 32 and Section 74.18, Block 3, Lot 48; running thence

Along the common line of lands now or formerly Consolidated Rail Corp, Section 77.06, Block 1, Lot 30, South 1°51'00" West for a distance of 992.20 feet to an iron rod; thence South 3°02'23" West for a distance of 204.52 feet to an iron rod; thence

Along lands now or formerly Town of Orangetown Section 77.06, Block 1, Lot 29.38 and Lot 29 of Map #7033 as filed in the Rockland County Clerk's office of 3/7/1997, North 51°56'51" West for a distance of 238.87 feet to an iron rod; thence

Along lots 4 through 10 of Map #7033 the following (4) four courses:

1. North 32°11'45" West for a distance of 44.65 feet to an iron rod; thence
2. North 1°51'00" East for a distance of 390.00 feet to an iron rod; thence
3. North 9°27'36" West for a distance of 122.38 feet to an iron rod; thence
4. North 31°27'38" West for a distance of 55.00 feet to an iron rod; thence

North 0°38'12" East for a distance of 462.72 feet to an iron rod; thence South 88°09'00" East for a distance of 286.00 feet to the point of beginning.

Containing 6.387 +/- Acres.

20 Foot Wide Access Easement

All that certain plot, piece of parcel of land situate, lying and being in the Hamlet of Tappan, County of Rockland, State of New York, said being a portion of Tax Map 74.18, Block 3, Lot 48 and begin designated as lands to be acquired by Homes for Heroes as shown on a subdivision map prepared by Tectonic Engineering & Surveying Consultants P.C. titled "To Be Acquired by Homes for Heroes, portion of 281 Western Highway" Drawing Number SU-103, being more particularly bounded and described as follows:

Beginning at the northwesterly corner of the herein described 20' wide access easement said point being South 3°12'35" West a distance of 57.81 feet from an iron rod on the

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easterly sideline of Western Road at the common corner of Tax Map 74.18, Block 3, Lot 32 and Tax Map 74.18, Block 3, Lot 48; running thence

South 70°01'12" East for a distance of 484.64 feet to a point on the westerly bounds of The remaining Lands of the U.S. Government parcel; thence along said parcel, South 1°51'00" West for a distance of 301.97 feet to an iron rod; thence

Along the northerly bounds of the Lands to be Acquired by the Town of Orangetown, North 88°09'00" West for a distance of 20.00 feet to a point; thence

North 1°51'00" East for a distance of 287.47 feet to a point; thence North 70°01'12" West for a distance of 464.11 feet to a point on the westerly sideline of Western Road; thence

Along said sideline, North 3°12'35" East for a distance of 20.89 feet to the point of beginning.

15 Foot Wide Drainage Easement

All that certain plot, piece or parcel of land situate, lying and being in the Hamlet of Tappan, County of Rockland, State of New York, said being a portion of Tax Map 74.18, Block 3, Lot 48 and being designated as lands to be acquired by Homes for Heroes as shown on a subdivision map prepared by Tectonic Engineering & Surveying Consultants P.C. titled "To Be Acquired by Homes for Heroes, Portion of 281 Western Highway" Drawing Number SU-103, being more particularly bounded and described as follows:

Beginning at the northwest corner of the herein described 15' wide drainage easement said point being South 3°12'35" West a distance of 114.32 feet; thence South 4°27'55" East a distance of 11.05 feet from an iron rod on the easterly sideline of Western Road at the common corner of Tax Map 74.18, Block 3, Lot 32 and Tax Map 74.18, Block 3, Lot 48; running thence:

South 67°38'40" East for a distance of 218.63 feet to a point; thence South 68°52'11" East for a distance of 198.3 feet to a point; thence South 9°05'15" East for a distance of 127.41 feet to a point; thence South 3°26'08" East for a distance of 118.53 feet to a point, thence

Along the northerly bounds of Lands to be Acquired by the Town of Orangetown, North 88°09'00" West for a distance of 15.06 feet to a point; thence

North 3°26'08" West for a distance of 116.40 feet to a point; thence

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North 9°05'15" West for a distance of 118.05 feet to a point; thence  
North 68°52'11" West for a distance of 190.17 feet to a point; thence  
North 67°38'40" West for a distance of 211.21 feet to a point on the westerly sideline of  
Western Road; thence

Along said sideline, North 4°27'55" West for a distance of 16.81 feet to the point of  
beginning.

15 Foot Wide Drainage Easement

All that certain plot, piece or parcel of land situate, lying and being in the Hamlet of  
Tappan, County of Rockland, State of New York, said being a portion of Tax Map 74.18,  
Block 3, Lot 48 and being designated as lands to be acquired by Homes for Heroes as  
shown on a subdivision map prepared by Tectonic Engineering & Surveying Consultants  
P.C. titled "To Be Acquired by Homes for Heroes, Portion of 281 Western Highway"  
Drawing Number SU-103, being more particularly bounded and described as follows:

Beginning at a point on the southeasterly corner of the herein described 15' wide drainage  
easement said point being North 0°38'12" East a distance of 93.13 feet from an iron rod  
marking the southwesterly corner of the Lands to be Acquired by the Town of  
Orangetown and the northeasterly bounds of Lot 4 of Map #7033 as filed in the Rockland  
County Clerk's office on 3/7/1997; running thence

North 84°08'32" West for a distance of 119.67 feet to a point; thence  
Along Lot 3 of Map #7033, North 59°20'21" West for a distance of 6.19 feet to a point;  
thence

Along Lot 2 of Map #7033, North 60°18'17" West for a distance of 30.69 feet to a point;  
thence

South 84°08'32" East for a distance of 151.99 feet to a point on the westerly sideline of  
Lands to be Acquired by the Town of Orangetown; thence

Along said sideline, South 0°38'12" West for a distance of 15.06 feet to the point of  
beginning.

SUBJECT to any and all other existing easements, encumbrances, covenants, restrictions,  
reservations or conditions affecting the above described property whether or not the same appear  
on record.

Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules,



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orders, ordinances, and regulations in the occupation, use, and operation of the Property.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with Grantee's approved program of utilization as set forth in its application dated the day of May 21, 2014, and amended on June 28 and July 1, 2014, and for no other purpose;
2. That during the aforesaid period of thirty (30) years Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the United States of America or its successor in function may authorize in writing;
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this Deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this Deed;
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the United States or its successor in function directs otherwise, Grantee will file with the United States or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application;
5. That during the aforesaid period of thirty (30) years Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

- 6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the United States of America or for another purpose involving the provision of similar services or benefits, Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the United States (45 CFR Parts 12, 80, 84, 86 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of Grantee, its successors and assigns, to perform any of the obligations herein set forth, Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging. In such event, Grantee shall execute a quitclaim deed and take all other actions necessary to return the property to the United States of America within ninety (90) days of a written request from HHS. Grantee specifically agrees to cooperate with the United States of America in the event the United States of America elects to exercise its right to revert and reenter the property and further agrees that the United States of America need not seek judicial intervention before excising its right to revert, reenter and reconvey the property;

PROVIDED, HOWEVER, that the failure of Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of Grantee with respect to such future performance

shall continue in full force and effect;

PROVIDED FURTHER, that, in the event Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and

PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and the right to reenter and revert title for breach thereof, will not affect the obligation of Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by Grantor or its successor in function against Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29

#7

U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the United States (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said acts and now in effect, to the end that, in accordance with said acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

Grantee covenants and agrees that the Property will be used for secular purposes, with no more than a de minimis level of other activity.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event Grantor exercises its option to revert all right, title, and interest in and to the Property to Grantor, or Grantee voluntarily returns title to the Property in lieu of a reverter, then Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration and codified in the Federal Property Management Regulations at 41 C.F.R. Subpart 101-47.4913 now in effect, a copy of which is attached to Grantee's aforementioned application.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, Grantee, its successors or assigns, at the option of Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes other than those designated in condition numbered 1 above without the consent of the United States, or its successor in function, all revenues therefrom or the reasonable value, as determined by the United States, or its successor in function, of benefits to Grantee, deriving directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by Grantee for the United States of America and shall be subject to the direction and

control of Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to Grantor under any other provision of this deed.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. Grantee also covenants and agrees for itself, its successors and assigns, that Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

Grantor, in its capacity as a public benefit conveyance authority for the United States of America, does not assume liability, custody, or accountability for the property in the event title to the Property reverts to the United States of America for noncompliance with this Deed, or in connection with any hazardous substance activity or condition on the Property.

*The following covenants and restrictions are provided pursuant to the aforementioned letters of assignment from the General Services Administration, New England Region.*

NOTICE & COVENANT REGARDING HAZARDOUS SUBSTANCE ACTIVITY

Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

CERCLA Covenant. The United States of America warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. The United States of America warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to or immediately prior to the date of this conveyance; or (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the

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release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

- (2) In the event Grantee, its successors or assigns, seeks to have the United States of America conduct any additional response action, and, as a condition precedent to the United States of America incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide the United States of America at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. The United States of America reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the United States of America. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

ASBESTOS. The Grantee, by acceptance of this lease/deed, acknowledges that it has been informed by the United States of America that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning. Grantee, by acceptance of this deed, acknowledges that it accepts the Property subject to the terms and conditions contained herein:

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- a) The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
- b) The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.
- c) No warranties either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against the United States of America.
- d) The description of the Property as set forth above and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against the United States of America, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
- e) The United States of America assumes no liability for damages for personal injury, illness, disability or death Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
- f) Grantee further agrees by acceptance of the deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

COVENANT AND INDEMNIFICATION REGARDING THE PRESENCE OF

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LEAD BASED PAINT. Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvements on the Property are converted to residential use, the Grantee covenants and agrees that in its use and occupancy of such Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that the United States of America assumes no liability for damages for Property damage, personal injury illness, disability, or death, to Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether Grantee, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the United States from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

Grantee further covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property.

IN WITNESS WHEREOF, the United States has caused this instrument to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA  
 Acting through the Secretary of Health and Human Services

By: \_\_\_\_\_  
 Theresa Ritta, Program Manager



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01-NY-2326

Real Property Management Services  
Program Support Center

ACKNOWLEDGMENT

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) SS

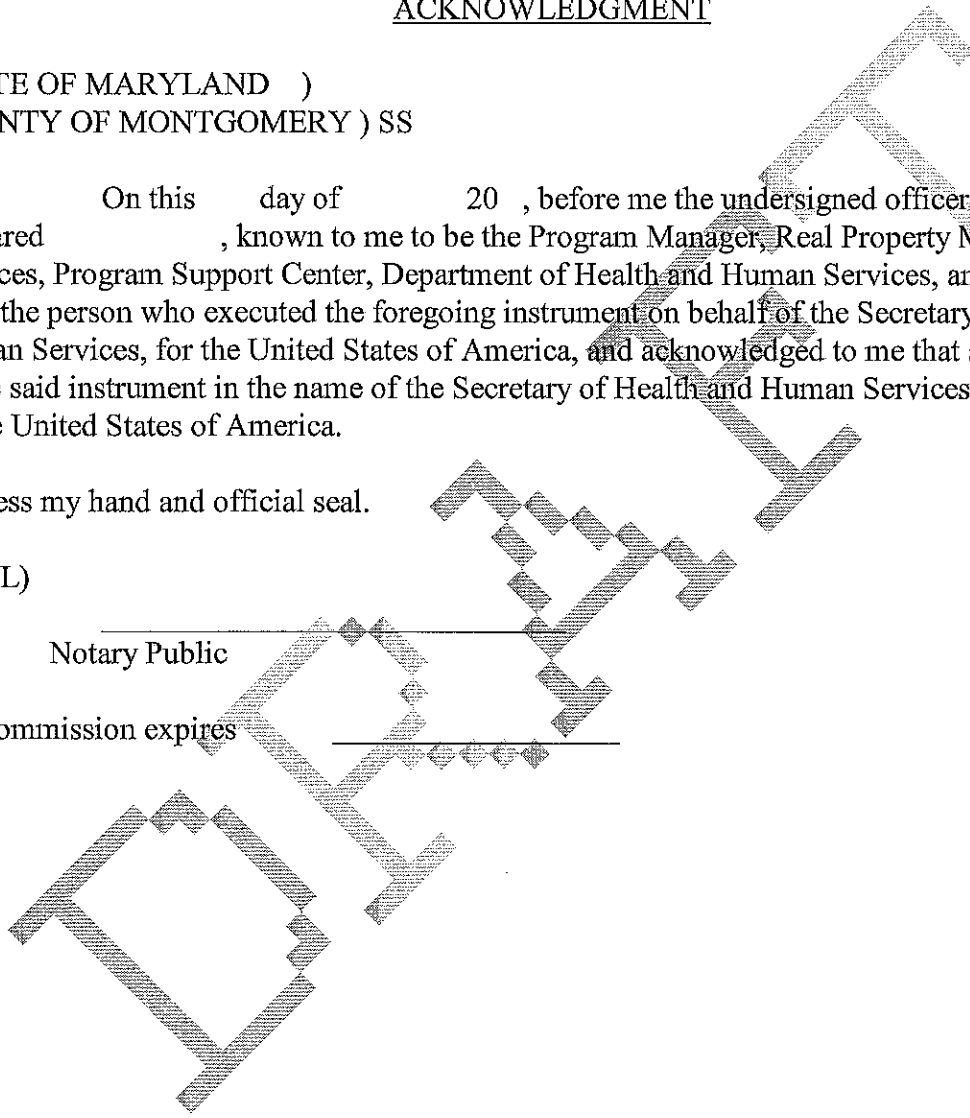
On this        day of        20    , before me the undersigned officer, personally appeared        , known to me to be the Program Manager, Real Property Management Services, Program Support Center, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

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

My commission expires \_\_\_\_\_



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ACCEPTANCE

The Town of Orangetown hereby accepts this deed and thereby agrees to all the terms, covenants, conditions and restrictions contained therein.

By \_\_\_\_\_  
Andrew Stewart, Town Supervisor  
Town of Orangetown

ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF ROCKLAND ) SS

On this     day of     , 20     , before me, a Notary Public in and for the City of     , County of Rockland, State of New York, personally appeared Mr. Andrew Stewart, known to me to be the Town Supervisor, Town of Orangetown, and known to me to be the person who executed the foregoing instrument on behalf of the Town of Orangetown, and acknowledged to me that he executed the same as the free act and deed of

Witness my hand and official seal.

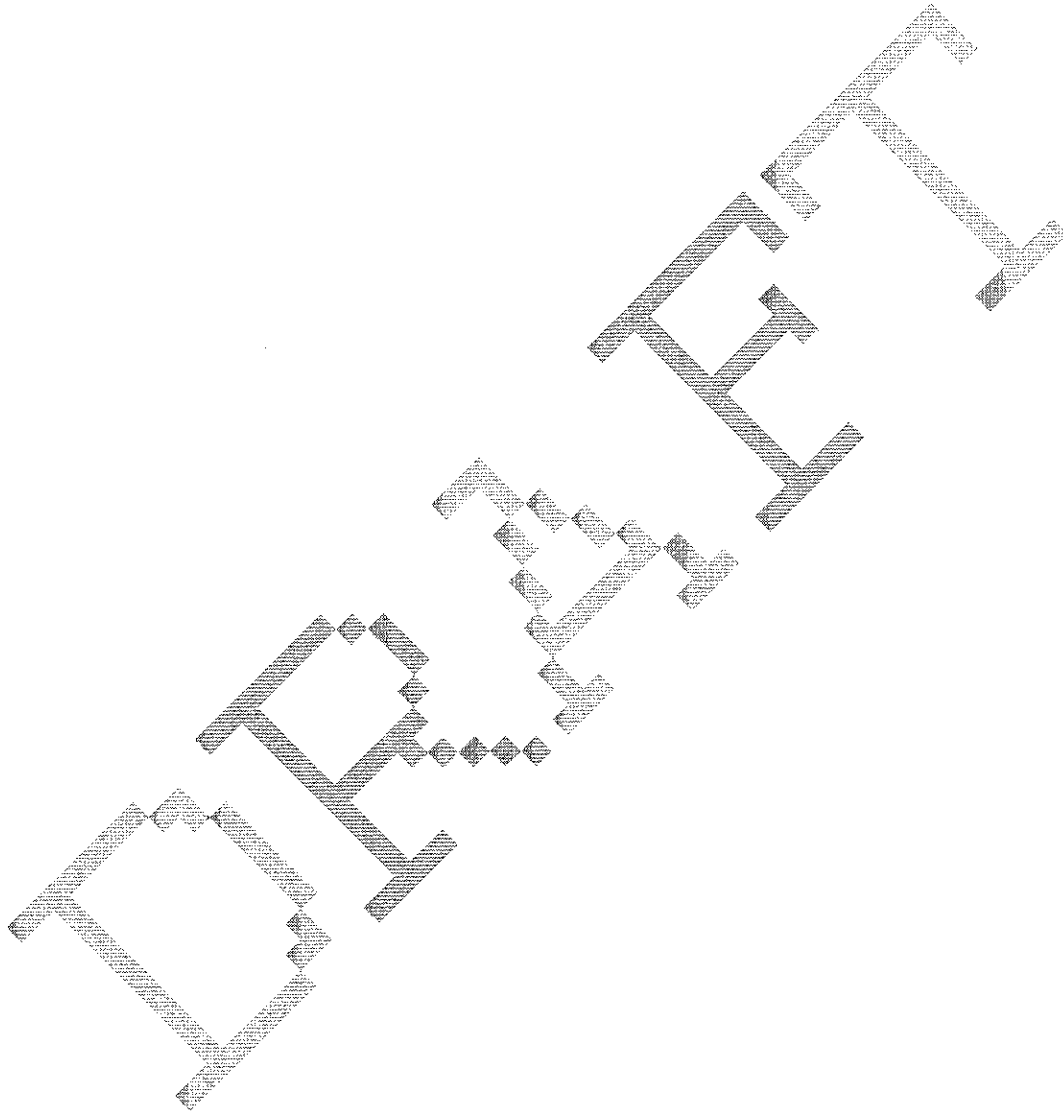
(SEAL)

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

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01-NY-2326

My commission expires \_\_\_\_\_



#8

Site Name: NY-Orangeburg  
Project Code: \_\_\_\_\_

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (“Third Amendment”), dated this \_\_\_\_ day of \_\_\_\_\_, 2016, between the TOWN OF ORANGETOWN, a municipal corporation, with a mailing address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as “Lessor”) and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless, a limited partnership, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097 (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Lessor has leased to Tenant certain demised premises pursuant to that certain option and lease agreement (“Original Lease”), dated August 28, 1992, as amended pursuant to that certain First Amendment to Lease (“First Amendment”), dated February 24, 2011, and that certain Second Amendment to Lease (“Second Amendment”), dated December 4, 2011, with respect to the installation of a communications facility at the property (“Property”) designated as the Town Hall Premises, 26 Orangeburg Road, Orangeburg, New York and referred to as Section 74.10, Block 1, Lot 26 on the tax map of the Town of Orangetown, County of Rockland. Hereinafter, the Original Lease, the First Amendment and the Second Amendment are collectively referred to herein as the “Lease.” All capitalized terms used herein shall have the meanings set forth in the Lease, unless expressly set forth herein; and

WHEREAS, Lessor and Tenant have agreed to amend the Lease to provide for, among other things, that Tenant may perform certain antenna work and install additional improvements in connection with Tenant’s installation at the Property, pursuant to the terms herein.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit “A-2” attached to the Lease is hereby supplemented by Exhibit “A-3” attached hereto and made a part hereof and Lessor hereby agrees that Tenant’s demised premises shall include, without limitation, Tenant’s antenna work and other improvements shown on Exhibit “A-3,” together with the space for the conduits, wires, cables, cable trays, and other necessary

improvements to operate Tenant's installation. From time to time, the Tenant shall have the right to replace, repair, supplement, or otherwise modify its equipment, antennas, conduits or other improvements during the term of the Lease. It is understood that no Governmental Approvals from the Town of Orangetown shall be required for the antenna work and other improvements detailed on Exhibit "A-3" other than a building permit. In consideration of the foregoing, Tenant agrees that the then current monthly rent due under the Lease shall be increased by an amount equal to \$200.00 ("Rental Increase"), which Rental Increase shall be due and payable on the first day of the month following the date that is sixty (60) days from the date Tenant receives a building permit for the work shown on Exhibit "A-3."

2. Section 4 of the Lease, as amended by the First Amendment, is hereby further amended by inserting the following sentence to the end thereof to reflect an additional five year extension term of the Lease following the fifth five year extension term:

"Notwithstanding anything stated to the contrary herein, after the fifth five year extension term, this Lease shall automatically be further extended for an additional five year extension term (hereinafter referred to as the "sixth five year extension term"), unless Tenant terminates it at the end of the fifth five year extension term by giving the Lessor written notice of the intent to terminate at least thirty (30) days prior to the end of the fifth five year extension term."

3. Section 5 of the Lease, as amended by the First Amendment, is hereby further amended by inserting the following sentence to the end thereof to reflect the annual rental increases for the sixth five year extension term of the Lease:

"The annual rental for each year of the sixth five year extension term shall be equal to one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding year, and shall be payable in equal monthly installments."

4. This Third Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, subtenants, licensees and representatives of the parties hereto, and shall be construed, interpreted and governed by the laws of the State of New York.

5. Each of the parties hereto warrants to the other that the person or persons executing this Third Amendment on behalf of such party has the full right, power and authority to enter into and execute this Third Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Third Amendment, including, without limitation, any mortgagee.

6. In the event that any one or more of the provisions contained in this Third Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired. This Third Amendment shall not be modified or amended, except by an instrument in writing executed by the parties. Except as expressly modified hereby, the Lease shall

remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of the date first above written.

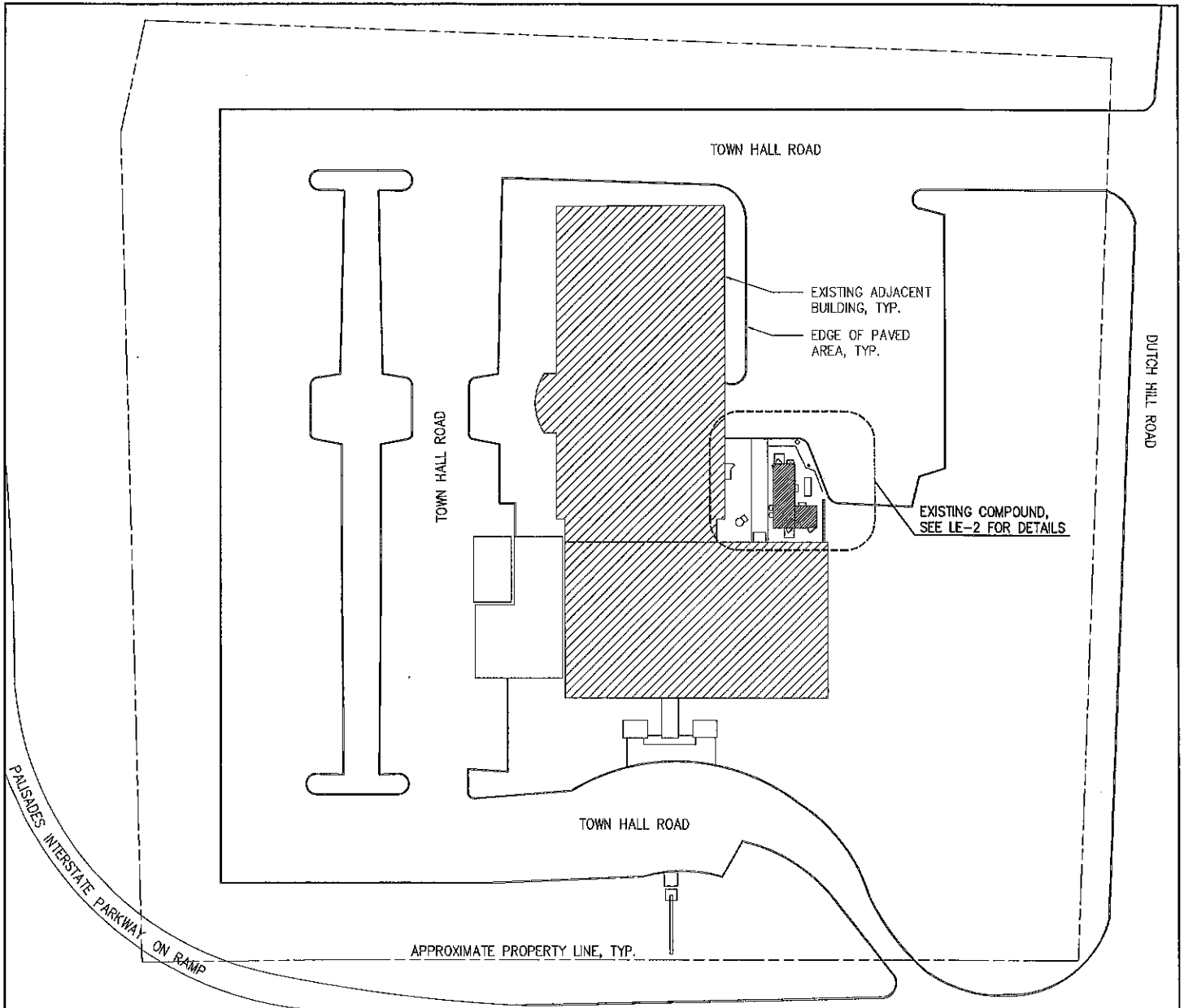
LESSOR:  
TOWN OF ORANGETOWN

BY: \_\_\_\_\_  
Authorized Signatory  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:  
NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a Verizon Wireless  
BY: Cellco Partnership, its general partner

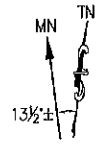
BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

#8



- NOTES:**
- 1.) ALL ANTENNA LOCATIONS ARE APPROXIMATE.
  - 2.) IN ADDITION TO THE LESSEE'S GPS ANTENNA(S) AND TWELVE (12) PANEL ANTENNAS SHOWN ON THIS EXHIBIT, THREE (3) ADDITIONAL PANEL ANTENNAS AND TWO (2) MICROWAVE DISHES SHALL BE ADDED AT FUTURE LOCATIONS DETERMINED BY LESSEE.
  - 3.) CABLE TRAYS, CONDUITS AND OTHER CONNECTIONS NOT SHOWN ON THIS EXHIBIT SHALL BE PLACED AT A LOCATION TO BE DETERMINED BY LESSEE AND WILL BE SHOWN ON THE CONSTRUCTION DRAWINGS.
  - 4.) EXACT LOCATION, LAYOUT AND DETAILS OF ALL PROPOSED FEATURES TO BE DETERMINED DURING FINAL DESIGN AND WILL BE SHOWN ON THE CONSTRUCTION DRAWINGS.
  - 5.) ANY EQUIPMENT OR OTHER UTILITY IMPROVEMENTS REQUIRED BY VERIZON OF NEW YORK, INC. OR ANY OTHER UTILITY PROVIDER TO SERVICE LESSEE'S INSTALLATION SHALL BE PERMITTED AT THE PROPERTY.

**1 LOCATION PLAN**  
SCALE: 1" = 75'-0"



LANDLORD'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**S C S STRUCTURAL CONSULTING SERVICES, P.C.**  
67 FEDERAL ROAD, SUITE A8, BROOKFIELD, CT 06804  
TEL: 203.740.7578 FAX: 203.775.5670

**CLIENT**  
Construction Manager: PM  
Project Code:  
Location Code:  
Date Of Design Visit: 1/9/14

**PROJECT TITLE**  
LESSEE  
ORANGEBURG  
AWS MODIFICATIONS  
26 ORANGEBURG ROAD  
ORANGEBURG, NY 10962

3	REVISED DESIGN	07/30/15
2	GENERAL REVISIONS	04/28/14
1	ISSUED FOR REVIEW	01/21/14
No.	ISSUE OR REVISION	DATE

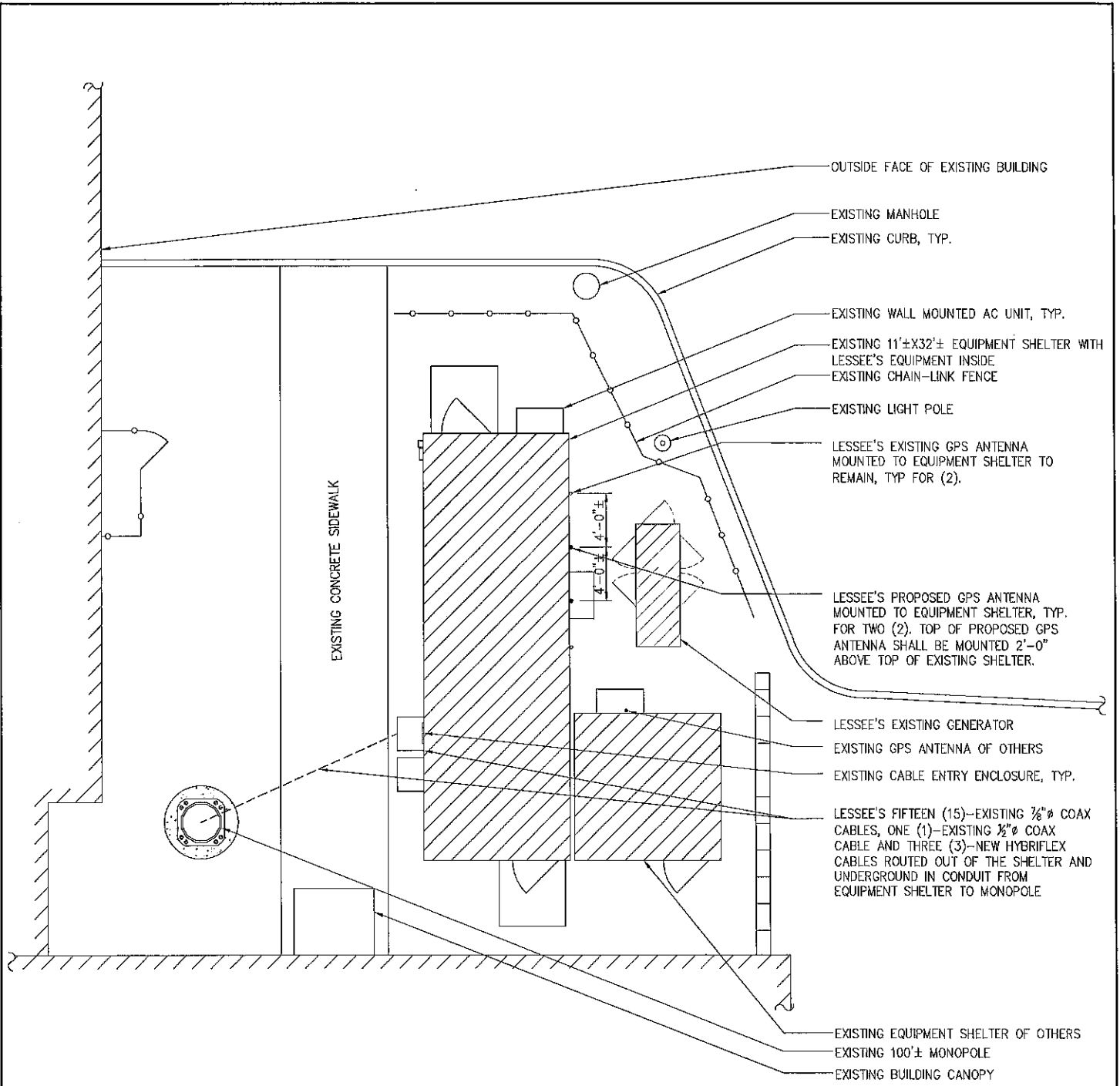
**DRAWING TITLE**  
LEASE EXHIBIT  
(1 OF 4)

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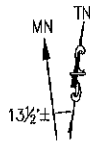
DATE: 1/17/14  
DRAWING NO.:  
DRAWN BY: KPH  
CHECKED BY: JHF  
SCALE: AS NOTED  
PROJECT NO.: VER0868

**LE-1**

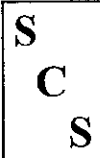
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2 **COMPOUND PLAN**  
SCALE: 3/32" = 1'-0"



LANDLORD'S \_\_\_\_\_ DATE \_\_\_\_\_  
INITIALS



**STRUCTURAL  
CONSULTING  
SERVICES, P.C.**

67 FEDERAL ROAD, SUITE A8, BROOKFIELD, CT 06804  
TEL: 203.740.7578 FAX: 203.775.5670

CLIENT  
Construction Manager: PM  
Project Code:  
Location Code:  
Date Of Design Visit: 1/9/14

PROJECT TITLE  
**LESSEE  
ORANGEBURG  
AWS MODIFICATIONS**  
26 ORANGEBURG ROAD  
ORANGEBURG, NY 10962

3	REVISED DESIGN	07/30/15
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1	ISSUED FOR REVIEW	01/21/14
No.	ISSUE OR REVISION	DATE

DRAWING TITLE  
**LEASE EXHIBIT  
(2 OF 4)**

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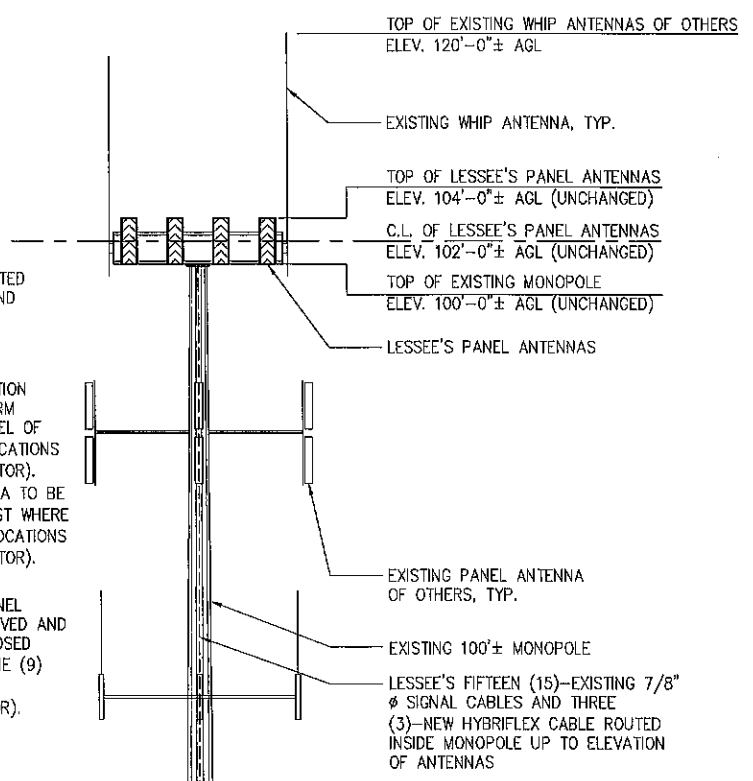
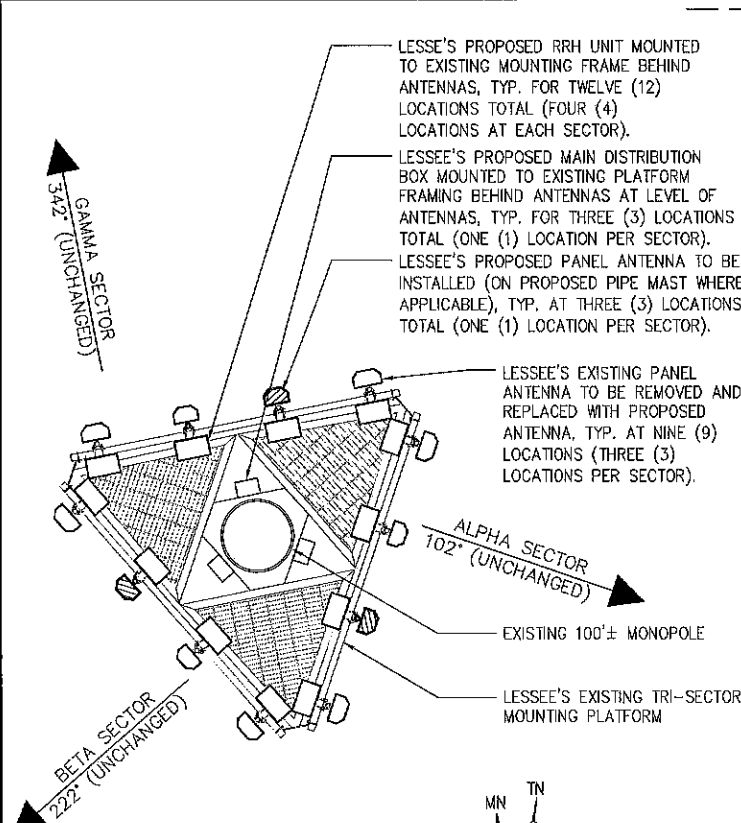
DATE  
1/17/14  
DRAWN BY  
KPH  
CHECKED BY  
JHF  
SCALE  
AS NOTED  
PROJECT NO.  
VER0868

DRAWING NO.  
**LE-2**

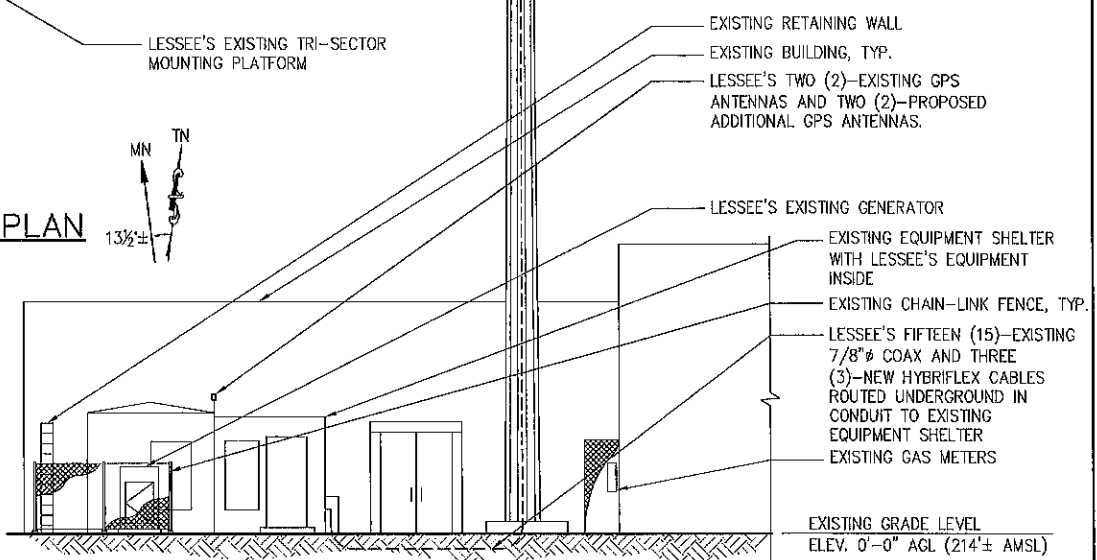


#8

**NOTE:**  
 THE PROPOSED ANTENNA INSTALLATION DEPICTED ON THIS EXHIBIT IS SUBJECT TO CHANGE AND DEPENDENT UPON THE RESULTS OF A STRUCTURAL ANALYSIS OF THE EXISTING MONOPOLE AND FOUNDATION TO BE PERFORMED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF NEW YORK. ANY REQUIRED TOWER AND/OR FOUNDATION REINFORCING TO ACCOMMODATE THE PROPOSED INSTALLATION AS DEPICTED OR ALTERNATE ANTENNA CONFIGURATIONS TO AVOID OR MINIMIZE REINFORCING SHALL BE BROUGHT THE ATTENTION OF ALL PARTIES UPON COMPLETION OF THE STRUCTURAL ANALYSIS.



**GENERAL NOTE:**  
 EXISTING MONOPOLE APPURTENANCES SHOWN SCHEMATICALLY FOR CLARITY.



**4 NORTH COMPOUND/FAA ELEVATION**  
 SCALE: 1/16" = 1'-0"

LANDLORD'S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**S C S STRUCTURAL CONSULTING SERVICES, P.C.**

67 FEDERAL ROAD, SUITE A8, BROOKFIELD, CT 06804  
 TEL: 203.740.7578 FAX: 203.775.5670

CLIENT  
 Construction Manager: PM  
 Project Code:  
 Location Code:  
 Date Of Design Visit: 1/9/14

PROJECT TITLE  
**LESSEE ORANGEBURG AWS MODIFICATIONS**  
 28 ORANGEBURG ROAD  
 ORANGEBURG, NY 10962

3	REVISED DESIGN	07/30/15
2	GENERAL REVISIONS	04/28/14
1	ISSUED FOR REVIEW	01/21/14
No.	ISSUE OR REVISION	DATE

DRAWING TITLE  
**LEASE EXHIBIT (4 OF 4)**

No use, reproduction or dissemination may be made of this drawing and the concepts set forth without the prior written consent of Structural Consulting Services, P.C. Copyright © 2015

DATE	1/17/14	DRAWING NO. <b>LE-4</b>
DRAWN BY	KPH	
CHECKED BY	JHF	
SCALE	AS NOTED	
PROJECT NO.	VER0868	

**LESSOR CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 )  
:ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year, 2016 before me, the undersigned personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Supervisor of the Town of Orangetown, New York, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**ATTESTATION:**

I, \_\_\_\_\_, Town Clerk of the Town of Orangetown, do hereby certify that I am familiar with the seal of the Town of Orangetown, and that the seal affixed to this instrument is such seal.

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

TENANT CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
: ss. :  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity, **New York SMSA Limited Partnership d/b/a Verizon Wireless**, upon behalf of which the individual acted, executed the instrument.

Signature and Office of Individual  
Taking Acknowledgment

#14



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

---

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

November 14 2016

Andrew Y. Stewart, PhD  
Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

**Re: Retirement From Chief Operator Position.**

Dear Supervisor Stewart:

This letter is to provide notice to you, the Town Board and this department that I intend to retire from my position as Chief Plant Operator with the Town of Orangetown DEME effective March 24, 2017.

Irrespective of discussions in recent weeks, this has been my unstated intent all along. I hope to work with the Town during this period to help ensure a smooth transition and continued compliance with necessary regulations.

Very Truly Yours,

**KENECK E. SKIBINSKI**  
Chief Plant Operator

CC: Town Board Members  
Joseph J. Moran, Commissioner DEME  
Guy DeVincenzo, Deputy Commissioner DEME

#16

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

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



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

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

## MEMORANDUM

**TO:** Orangetown Town Board  
 Andy Stewart, Supervisor  
 Jerry Bottari, Councilman  
 Tom Diviny, Councilman  
 Denis Troy, Councilman  
 Paul Valentine, Councilman

**CC:** Joseph Moran, P.E., Commissioner, DEME  
 John Giardiello, P.E., Director, OBZPAE

**FROM:** James J. Dean, Superintendent of Highways

**DATE:** November 7, 2016

**RE:** **Town of Orangetown, Homes For Heroes Green Innovation Grant Project  
 Environmental Facilities Corporation Grant #1308  
 Consultant Selection for Design and Construction Inspection Services**

Please be advised the Town solicited proposals from Engineering Consultants for the Design and Construction Inspection Services for the above noted Homes For Heroes Green Innovation Project. Proposals were received on October 4, 2016.

The Town's Consultant Selection Committee, comprised of Joseph Moran, P.E., Commissioner, DEME, John Giardiello, P.E., Director, OBZPAE and Jim Dean, Superintendent of Highways, reviewed four (4) proposals and conducted three (3) interviews with Brooker Engineering, Maser Consulting and McLaren Engineering.

Based upon a complete proposal review and interviews, the Consultant Selection Committee hereby recommends the engineering contract for the Preliminary Design, Final Design and Construction Inspection Services for the Homes For Heroes Green Innovation Project be awarded to Brooker Engineering in the amount not to exceed \$97,200.00.

**Please place the following item on the November 15, 2016 Town Board Workshop Agenda:**

**“Resolved,** upon the recommendation of the Town's Consultant Selection Committee comprised of the Superintendent of Highways, Director of OBZPAE and Commissioner of DEME, the engineering contract for Design and Construction Inspection Services be awarded to Brooker Engineering for the Environmental Facilities Corporation Grant #1308, Homes For Heroes Green Innovation Project, in an amount not to exceed \$97,200.00, is hereby approved.”



#17

BID ITEM		LAND MOBILE RADIO SYSTEM			SHEET		1 OF 1	
BID OPENING TIME		11:00AM			DATE		NOV. 3, 2016	
CONTRACTOR NAME & ADDRESS		Gossettson Communications Congers, NY						
DATE RECEIVED	11/1/16							
TIME RECEIVED	2:17pm							
NON COLLUSION STATEMENT	✓							
BID BOND or CERTIFIED CHECK	✓							
Motorola XPR5550 Base station radio, including antenna sys, power supply, desk microphone and installation (2)		\$ 50	Y	\$	\$	\$		
Total		\$ 100						
Motorola MCC2500 Desktop remote controllers, two with dual microphones (4)		\$ 25	Y					
Total		\$ 100						
Motorola XPR5550 Mobile Radio, including antenna sys, integrated GPS/AVL services & installation for Supervisors vehicle (5)		\$ 50	Y					
Total		\$ 250						
Motorola XPR5350 Mobile radio including antenna sys, integrated GPS/AVL services & installation in DPW vehicles (45)		\$ 50	Y					
Total		\$ 2250						
GPS/AVL services with 2 minute queue and web based tracking/reporting including desktop & mobile apps (25)		\$ 7.50	Y					
Total		\$ 187.50						
Motorola XPR7550 portable radio w/antenna, belt clip, 2-Impress batteries, 6 unit rack charger w/display & audio accessory (10)		\$ 45	Y					
Total		\$ 450						
Winter Truck Discount								
Total		\$ (12.50)						
Total		\$ (312.50)						
Price Year - One	\$ 35100							
Price Year - Two	\$ 35100							
Price Year - Three	\$ 35100							
Price Year - Four	\$ 35100							
Price Year - Five	\$ 35100							
Addendum 1 Recvd								
DIST:								

Contract #	Municipality	Ext. season	Region #
D009818	Town of Orangetown / Rockland County	2016/17	8

**AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the Town of Orangetown of (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D009818 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Town of Orangetown dated January 16, 1996; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 1995 and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2016**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2017**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2016**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ 213,600.00 for 62.50 lane miles for the **2014/15** season and for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

#18

Agency Certification Contract No. D009818

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLERS SIGNATURE

\_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dated \_\_\_\_\_

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF    Rockland County    )

On the \_\_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

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





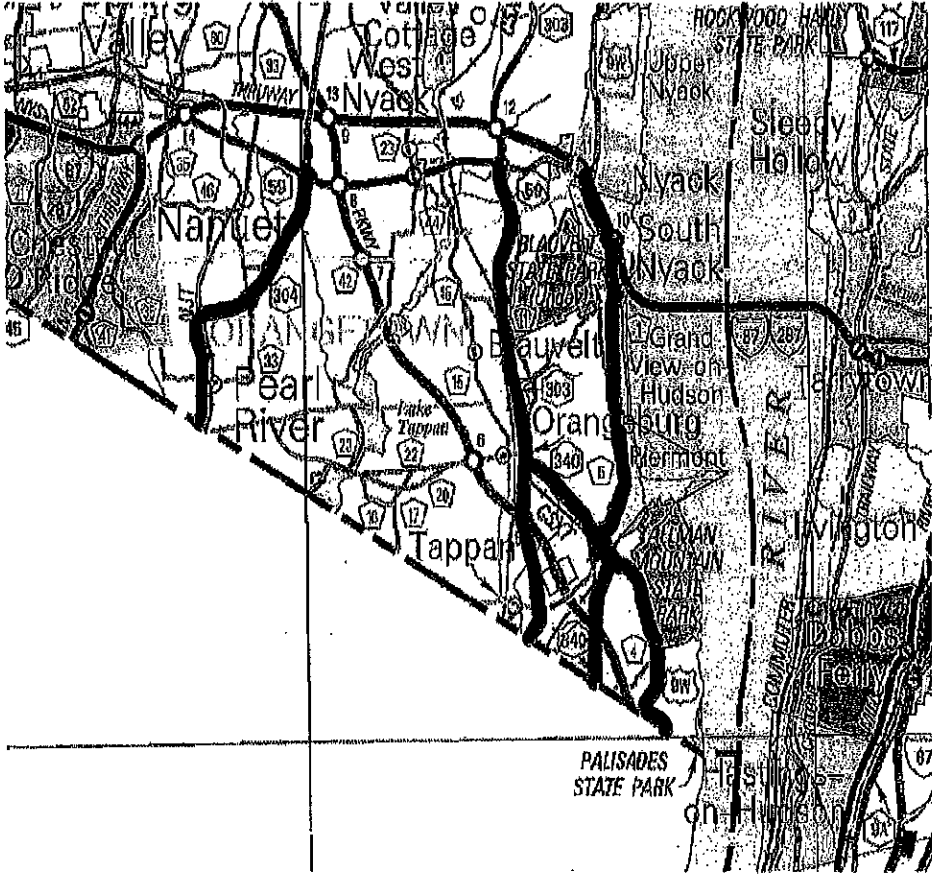
MAP SHOWING \_\_\_\_\_ TOWN OF ORANGETOWN  
RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS  
OF \_\_\_\_\_ 2014/15 - 2016/17 \_\_\_\_\_

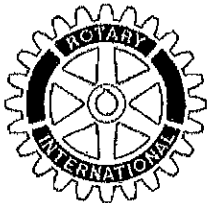
CENTER LANE MILES	CONTRACT LANE MILES
20.18	62.50

SNOW AND ICE CONTROL

SIGNED \_\_\_\_\_ REGIONAL DIRECTOR OF OPERATIONS \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ FOR MUNICIPALITY \_\_\_\_\_ DATE \_\_\_\_\_





Rotary Club of Pearl River, P.O. Box 252, Pearl River, NY 10965  
District 7210 - Region 8 - Zone 32 - Club #4982 - Charter Date December 12, 1935  
[www.rotaryclubofpearlriver.org](http://www.rotaryclubofpearlriver.org)  
Larry Vergine, President 2016-2017

OCT 27 2016

10/27/2016

MEMORANDUM

Board of Directors

President  
Larry Vergine

President Elect  
Doreen Buonadonna

Secretary  
Michael Seidenfrau

Treasurer  
Douglas Ward

Directors  
Joseph Beckerle  
Bob Craig  
Robert Magrino  
Brian Quinn  
Ann Taylor

Past President  
Dorothy Filoramo

President Emeritus  
George Westphal

The Four Way Test

- Is it the truth?
- Is it fair to all concerned?
- Will it build good will and better friendship?
- Will it be beneficial to all concerned?

TO: Helen Wilson / Town Board / Tim Allen / A. Stewart

FROM: Pearl River Rotary

DATE: October 18, 2016

RE: APPROVE AID ROTARY CLUB OF PEARL RIVER SHARED CHRISTMAS

PLEASE PLACE THE FOLLOWING ITEM ON THE NEXT TOWN BOARD WORKSHOP AGENDA:

Resolved, that aid to the Rotary Club of Pearl River, for use of the message board, trash receptacles and barricades for the annual Shared Christmas and the holidays program to e held on Friday December 9, 2016, with a rain date of December 16, 2016 is hereby approved. The requesting organization will provide a certificate of insurance listing the town of Orangetown as additionally insured.

Also, use of the showmobile from the Parks Department and police assistance for crowd control.



TOWN OF ORANGETOWN PARKS & RECREATION

81 HUNT ROAD, ORANGEBURG, NY 10962



Application for Showmobile Use

Event/Festival Name: Rotary Club of Pearl River Share Christmas & the holidays

Address: Police booth @ Braunsdorf Park Pearl River City: Pearl River Zip: 10965

Applicant's Name: Doreen Buonadonna Phone (h): 845-735-6165 / 845 825 0926 cell

Phone (w): \_\_\_\_\_ E-Mail: mb2.dd1956@yahoo.com

FRIDAY 12-9-16

Date & Time of Set-up: 5 pm Date & Time of Take-down: \_\_\_\_\_

Requested Location (park, street, location on premises, etc., be specific, attach map if needed):

Braunsdorf Park Pearl River, ny

Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.)

Stair Arrangement: (1 set of stairs)

- Right side of stage
- Left side of stage
- Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

Please describe in detail what the stage will be used for and how you intend to set it up:

The stage will be used for Announcements & Caroling

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds in excess of 30 MPH, the stage canopy must be closed.

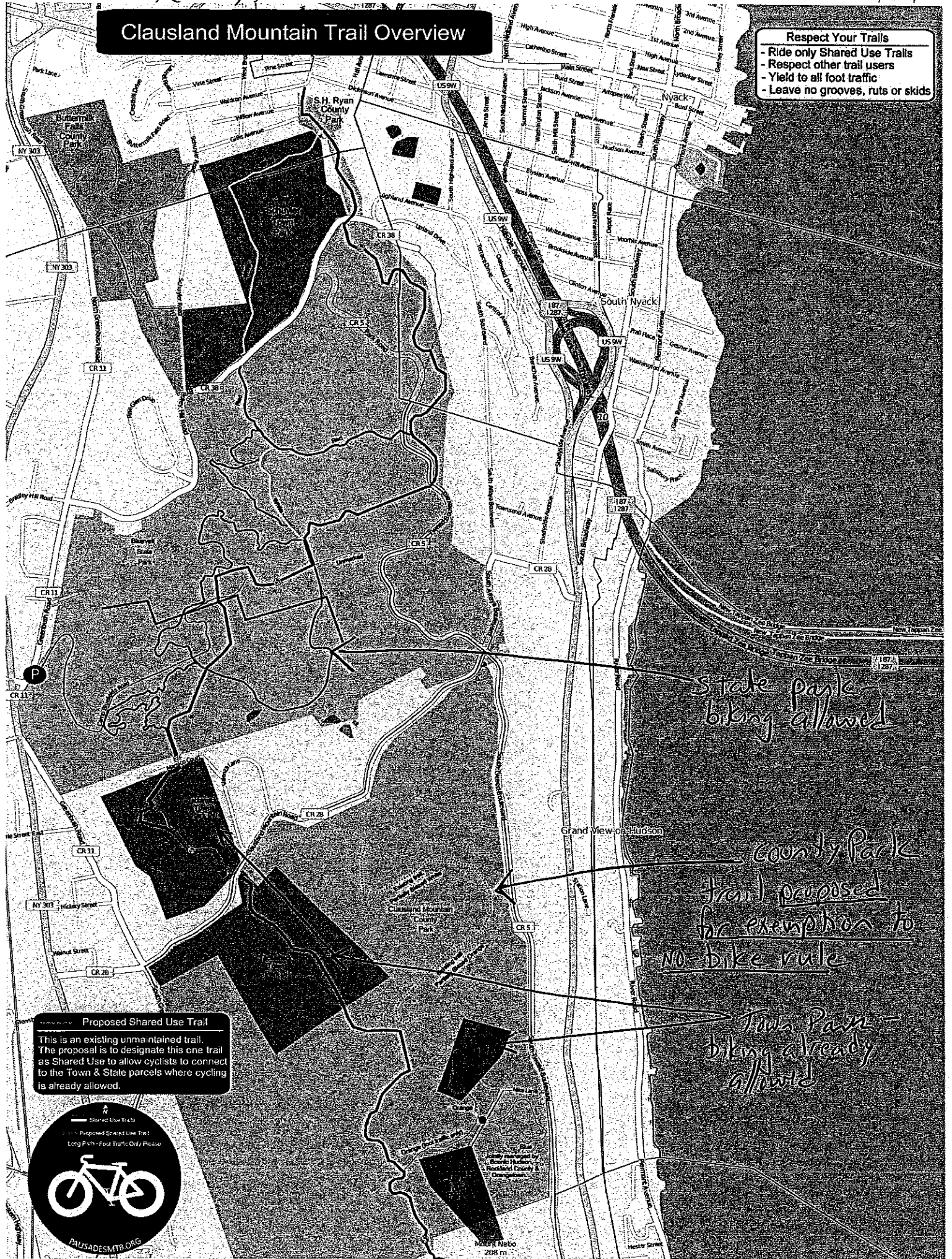
Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- Rental Costs: \$400.00 plus labor.

Applicant's Signature Doreen Buonadonna Date 10-13-16

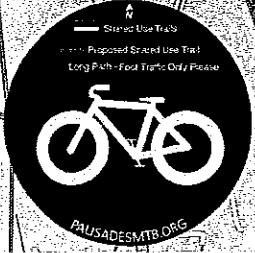
# Clausland Mountain Trail Overview

- Respect Your Trails**
- Ride only Shared Use Trails
  - Respect other trail users
  - Yield to all foot traffic
  - Leave no grooves, ruts or skids



**Proposed Shared Use Trail**

This is an existing unmaintained trail. The proposal is to designate this one trail as Shared Use to allow cyclists to connect to the Town & State parcels where cycling is already allowed.



State park - biking allowed

County Park trail proposed for exemption to NO bike rule

Town Park - biking already allowed

970 626 6038

**SAFEGUARDARMOR**

Info@safeguardarmor.com

MENU

SEARCH

LOGIN

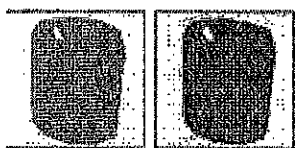
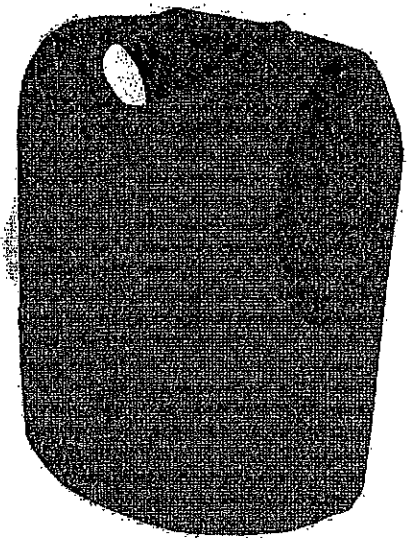
CART 0

CHECKOUT

[Home](#) [CONCEALABLE ARMOR](#) [Stealth™](#)

▲  
**\$806.00 (Incl. Tax)**

### STEALTH™



**COLOUR** \* Required Fields

Black

**SIZE**

X Large

**LENGTH**

NORMAL

**BALLISTIC LEVEL**

Level IIIa +\$105.00

**EDGED BLADE LEVEL**

Level 2 +\$165.00

**SPIKE LEVEL**

Level 2 +\$165.00

**ADD TO CART**

Description

RESOUR

#22

Using cutting edge materials technology, our Stealth™ is at the forefront of concealable armor. The CoolMax® inner lining forms part of a thinner, lighter, more breathable vest that is perfect for extended wear beneath clothing. Designed to offer undetectable protection in dangerous circumstances, the Stealth™ will keep you safe, comfortable and cool.

File 1

File 2

This armor is perfectly suited to door supervisors, close protection officers and many others.

Additional Information

MANUFACTURER	Stealth
IS FEATURED	No
ADDITIONAL INFORMATION	No

Reviews Write a review  
Be the first to review this product

Product Tags

ADD YOUR TAGS:

ADD TAGS

Use spaces to separate tags. Use single quotes (') for phrases.

FOLLOW US:



*Service Education, Incorporated*  
 790 Canning Parkway – Suite 1  
 Victor, New York 14564  
 (585) 264-9240  
[www.NYCourts.us](http://www.NYCourts.us)

**Scanning Upgrade**

*The Universal Court Management software for New York State Justice Courts  
 is Going Paperless...*

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Quality comes from the dedication and skills of the programming, support, installation and marketing staffs...

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Scanning documents within The CourtRoom Program® will save you time, keep you more organized by reducing paper clutter, and reduce security risks associated with lost or damaged documents. With the ability to scan documents you will be able to keep all case information at your fingertips.

- Attach scanned documents to cases.
- List scanned documents along with archived forms and letters.
- Print and/or view scanned documents directly from each case.
- Backup scanned documents automatically.
- Scans saved as standard PDF files.
- Reduce paper clutter.
- Reduce document access time.
- Access all documents from any workstation.



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Scanning documents could not be simpler.

The scanning upgrade for The CourtRoom Program® saves documents with the touch of a button. The upgrade is designed to fully integrate with the ScanSnap® software from Fujitsu.

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## SERVICE


Installation and training are available Monday- Friday at your convenience.

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The CourtRoom Program® is a registered trademark of Service Education, Inc.  
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## **Town of Orangetown**

### **Proposed Document Management Project - November, 2016**

Presented by: Anthony Bevelacqua and Matt Lenihan

#### **Overview**

The Town of Orangetown is largely a paper based operation. Paper inventory comes in many forms:

- Legacy paper stored in filing cabinets or “bank boxes”
- Newly created or received paper that stays paper (never gets converted to electronic)
- Newly created or received electronic files that get printed to paper and filed manually

Remaining a paper based operation presents many challenges:

- Document retrieval is time consuming (searching for files)
- Sharing the paper documents with valid requestors (e.g. Town Departments, FoIL requests, etc.)
- Managing the quantity of paper for the purposes of storage either in the current space or in future spaces
- Disaster recovery considerations (e.g. fire, water damage, etc.)
- Managing an effective retention schedule to properly dispose of paper no longer needed

#### **Town Responsibilities**

Each department should have an understanding of what types of paper documents they have such as forms, contracts, pictures, plans, etc.. They should also know how much paper, how to deal with loss of paper in the event of a disaster, and how to move forward by creating a digital process.

Steps the Town should take to begin managing the paper they have through the following methods:

- Understanding the quantity of paper saved (estimate the amount of paper by physically counting filing cabinets and “bankers boxes”)
- Evaluating the paper inventory with respect to a retention schedule
- Converting paper documents to a digital format
- Converting paper processes to digital, exclusively

#### **Document Management Project Requirements**

When beginning a Document Management project, two components are necessary. First, documents must be scanned and saved in a format to be Optical Character Recognition (OCR) readable. In some cases where scanning with OCR is not possible (e.g. handwritten, old typewriters, bad copies, etc.), manual indexing must be done at the time of scanning. This component, at least in the beginning, should be handled by a company which specializes in this type of conversion.

Second, scanned or digital documents must be imported into a document management system software package. The software provides many benefits and is critical to the success of a document management project. Document Management Software provides some of the following advantages:

- Organizes documents in a easy to understand format, similar to Windows folders
- Creates a permission based view of documents
- Provides the ability to quickly search for documents or words/phrases in each document
- Provides an understanding of documents with respect to litigation and public exposure
- Allows an ability to easily share documents with read only expirations and redactions
- Provides an automated method of document retention

### **The Project**

To embark on this project, we have determined that starting with one department would be a vehicle to demonstrate the concept and the abilities of the project to other departments.

Beginning with the Personnel Department, we will convert all active employee paper-based files and microfilm as well as begin to digitize some of the primary paper-based processes in to a digital process.

Challenges we have found specifically related to the Personnel Department are as follows:

- Like most Town Departments, their process is largely paper-based
- Paper/file retrieval is slow and tedious
- Retrieving information from microfilm is very time consuming (potentially hours for each request)
- New forms are generally paper-based and physically mailed or emailed to their respective Department for approvals
- Interaction with the County Personnel Department is largely a paper-based, snail-mail effort
- There is no disaster recovery plan in place in case of document loss

Implementing a Document Management System will address all of these issues. There is an additional "forms" component of the software that will allow for current paper-based forms (like the employee salary change form) to be converted to a digital process with workflow approvals. The entire lifecycle of this form would be completed and approved via email and through an included software portal.

### **Examples of Time Saving Efficiencies**

*Microfilm Searches:* As many as 50 microfilm searches per year average more than 45 minutes of manually searching for past payroll records. Converting to the new system will reduce search time to minutes.

*Personnel File Searches:* Personnel documents may be retrieved in minutes as compared to searching through filing cabinets and scanning pages within an employee's file.

*File Retention:* Easily mark files for destruction based on document type through accepted New York State standards reducing long term storage concerns and time spent classifying documents for destruction.

**Project Cost**

The total cost of the project is approximately \$23,000. The cost of the document scanning and microfilm conversion is approximately \$10,000. The cost of the document management software (Laserfiche) is approximately \$13,000 for the purchase, installation, and training.

We have done several online webinars and have had the vendor on site to show us how the software will fit our requirements. In addition, the vendor performed a mock-up of some of our exact forms to demonstrate how the forms approval process will work.

**Future Use**

Laserfiche can be used for other departments as well as other components. Adding users and components will incur an additional cost. A full user licensed to the system will cost approximately \$800 per user while read-only users cost \$200 per user.

Laserfiche has additional modules that will be valuable to the Town as well. For example, the is a "Contracts" module will create a repository for Town executed contracts giving multiple users (based on permissions) access the current state of contracts.