

TOWN OF ORANGETOWN
WORKSHOP MEETING
TUESDAY, FEBRUARY 2, 2016

This Town Board Meeting was opened at _____ p.m.

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

Pledge of Allegiance to the Flag

ANNOUNCEMENTS

PRESENTATIONS

- FOR DISCUSSION:**
- Orangetown Housing Authority Bond
 - Increase Rental Fees to \$400 for Showmobile (Parks & Rec)

TOWN BOARD

**CONTINUE PUBLIC HEARING ON
PROPOSED LOCAL LAW NO. ____ OF
2016, AMENDING THE TOWN ZONING
LAW WITH RESPECT TO PROHIBITED
USES AND CHANGES TO THE TABLE OF
GENERAL USE REGULATIONS FOR THE
“LI” ZONING DISTRICT**

1. **RESOLVED**, that the public hearing on a proposed Local Law that would amend the §§ 4.41, 4.42 and 4.45 of the Town Code of the Town of Orangetown, relating to “Prohibited Uses” and processes, and, further, make changes to the Table of General Use Regulations 43, Attachment 7, Column 2, Permitted Use 9, applicable to the “LI” Zoning District is hereby continued.

TOWN BOARD

**CLOSE PUBLIC HEARING ON
PROPOSED LOCAL LAW NO. ___ OF
2016, AMENDING THE TOWN ZONING
LAW WITH RESPECT TO PROHIBITED
USES AND CHANGES TO THE TABLE OF
GENERAL USE REGULATIONS FOR THE
“LP” ZONING DISTRICT**

2. **RESOLVED**, that the public hearing on a proposed Local Law that would amend the §§ 4.41, 4.42 and 4.45 of the Town Code of the Town of Orangetown, relating to “Prohibited Uses” and processes, and, further, make changes to the Table of General Use Regulations 43, Attachment 7, Column 2, Permitted Use 9, applicable to the “LP” zoning district.

**REAPPOINT ROBERT TOMPKINS, A
MEMBER OF THE ORANGETOWN
HOUSING AUTHORITY FOR A 5-YEAR
TERM**

3. **RESOLVED**, that the Town Board hereby reappoints, ROBERT TOMPKINS, Member of the Orangetown Housing Authority for a 5-year term, commencing on January 1, 2016 and expires on December 31, 2020.

**APPOINT KENYATTA-JONES ARIETTA,
AS A MEMBER OF THE BOARD OF
ASSESSMENT REVIEW, FOR A 5-YEAR
TERM**

4. **RESOLVED**, that KENYATTA-JONES ARIETTA, is hereby appointed Member of the Board of Assessment of Review for a period of 5-Years, commencing January 1, 2016 and expiring on December 31, 2020.

TOWN BOARD

**APPOINT STEVEN BERNASCONI, AS A
MEMBER OF THE BOARD OF
ASSESSMENT REVIEW, FILLING THE
UNEXPIRED TERM OF ANN MARIE
HAIR/**

5. **RESOLVED**, that STEVEN BERNASCONI, is hereby appointed member of the Board of Assessment of Review, commencing January 1, 2016 and expiring on September 30, 2018.

**APPROVE USE AGREEMENT BETWEEN
THE TOWN OF ORANGETOWN AND
THE ORANGETOWN MIGHTY MIDGETS
ATHLETIC CLUB/ORANGETOWN
SOCCER COMPLEX**

6. **RESOLVED**, that the Town Board adopts the attached "Use Agreement between the Town of Orangetown and the Orangetown Mighty Midgets Athletic Club for the Orangetown Soccer Complex".

**APPROVE ATHLETIC FIELD AND
RECREATIONAL FACILITIES USE
POLICY FOR THE TOWN OF
ORANGETOWN**

7. **RESOLVED**, that the Town Board adopts the attached "Athletic Field and Recreational Facilities Use Policy for the Town of Orangetown".

TOWN BOARD

**TB DECISION / CONTRACT 2016
SYMPROCITY SOFTWARE SYSTEMS,
INC.**

8. **RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a one (1) year contract, on behalf of the Town, as proposed and written, with SYMPROCITY SOFTWARE SYSTEMS, INC. for a new inspection and record keeping software program and database customized for the Bureau of Fire Prevention, for a sum of FIVE AND 00/100 (\$5.00) DOLLARS per Inspection performed; and for the lease to the Town of 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.

**AMEND RESOLUTION NO.
342/APPROVE TECTONIC/ SURVEYING
SERVICES/GREEN INFRASTRUCTURE
PROJECT**

9. **RESOLVED**, amend Town Board Resolution No. 342 to approve services by Tectonic to survey parcel of former Camp Shanks land off Western Highway for town acquisition for green infrastructure project in cooperation with the Homes for Heroes veterans housing project, to pay Tectonic \$8500.00

**APPROVE LICENSE AGREEMENT
BETWEEN TOWN OF ORANGETOWN
AND APPLIEDGOLF, RELATING TO THE
USE AND OPERATION OF PREMISES
LOCATED AT 295 BLUE HILL ROAD,
PEARL RIVER, NEW YORK**

10. **RESOLVED**, that the Town Board hereby approves an agreement between the Town and AppliedGolf (or through a subcontractor for which AppliedGolf shall be fully responsible) to operate the restaurant facility, bar and food concessions at the Blue Hill Golf Course, to include the use of Premises located at 295 Blue Hill Road, Pearl River, New York, in accordance with the terms of a Revocable License, and authorizes the Supervisor to execute a copy on behalf of the Town.

PARKS AND RECREATION

**APPROVE FEE INCREASE/RENTAL OF
SHOWMOBILE/PARKS & RECREATION**

11. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, increase the fee for the rental of the Showmobile to \$400.00 per use.

**APPROVE USE OF SHOWMOBILE/PORT-
O-SANS/USE OF SOUND SYSTEM AND
PERSONNEL TO ASSIST/ANCIENT
ORDER OF HIBERNIANS/ST. PATRICK'S
DAY PARADE**

12. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by the Ancient Order of Hibernians for their St. Patrick's Day Parade on Sunday, March 20, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured, and use of sound system and personnel to assist, and use of 14 port-o-sans to be paid by the Town of Orangetown and any additional port-o-sans will be paid for by the requesting organization.

**APPROVE/SURPLUS EQUIPMENT/
AUCTION/PARKS AND RECREATION**

13. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, declare the following items surplus and available for auction:

2016 PARKS DEPARTMENT AUCTION ITEMS:

2000 Chevy Pick Up Truck	102,727 Miles
2003 Dump Truck	17,086 Miles
Ford Crown Victoria	115,376 Miles
Scag Turf Tiger Mower	
(2) Kubota Mowers	
(2) Bell & Howell 16mm Film Projectors	
John Deer Gator	
Tarco Highlander Jr. Salt Spreader	
20" Quasar TV/VCR Combo	

HIGHWAY

**APPROVE AID/ROCKLAND
COUNTY ST. PATRICK'S DAY
PARADE/ANCIENT ORDER OF
HIBERNIANS**

14. **RESOLVED**, upon the recommendation of the Superintendent of Highways, aid, by providing the necessary trash receptacles, barricades along the line of march, recycling kiosks, message board, green paint along the line of march, for the Rockland County St. Patrick's Day Parade on Sunday, March 20th, 2016, is hereby approved.

**AUTHORIZATION/SUBMISSION OF
GREEN INNOVATION GRANT
PROGRAM APPLICATION**

15. **WHEREAS**, the Town of Orangetown has applied to the Environmental Facilities Corporation ("EFC") for eligibility for funding from the Green Innovation Grant Program to finance the cost of the Homes For heroes Green Innovation Project; and

WHEREAS, the Town of Orangetown received confirmation from the EFC that the Homes For heroes Green Innovation Project is eligible for 90% reimbursement of the total cost of the Project, up to \$895,000.00, with a 10% local fund match; and

WHEREAS, the next step in the Green Innovation Grant Program process is to make a full application for such funding;

NOW THEREFORE BE IT RESOLVED, that the Town of Orangetown Supervisor, Andrew Stewart, is hereby authorized to submit an application for grant funding under the NYS Environmental Facilities Corporation's Green Innovation Grant Program on behalf of the Town of Orangetown.

**AUTHORIZATION TO HOST APWA
EQUIPMENT SHOW/HIGHWAY**

16. **RESOLVED**, that the Highway Department is hereby authorized to host the American Public Works Association Annual Equipment Show on Wednesday, May 18, 2016, from 10:00 a.m. to 3:00 p.m. at the Highway Department Facility.

HIGHWAY

**GRANT PERMISSION/2016 GRASSROOTS
ADVOCACY CAMPAIGN/HIGHWAY**

17. **RESOLVED**, that permission is hereby granted for the Superintendent of Highways to attend the 2016 Grassroots Advocacy Campaign for Local Roads and Bridges, Albany, NY, March 8-9, at a cost of \$422.86 to be charged to Account #A5010.441 and \$50.00 to be charged to Account #A5010.480 for a total amount of \$472.86.

PARKS AND HIGHWAY

APPROVE AID/LT. JOHN BELLEW 5K

18. **RESOLVED**, upon the recommendation of the Superintendent of Highways and the Superintendent of Parks and Recreation, lend assistance, by providing trash receptacles and use of barricades from the Highway Department, and two (2) regular port-o-sans and one (1) handicapped port-o-san from the Parks Department, for the Lt. John G. Bellew 5K Run/Walk on Saturday April 16th, 2016 from 10:00 a.m. to 4:00 p.m., is hereby approved.

DEME

**APPROVE/SEWER WORK
2016/CERTIFICATE OF REGISTRATION**

19. **RESOLVED**, that upon the recommendation of the Town Attorney and the Commissioner of the Department of Environmental Management and Engineering, a Certificate of Registration for 2016 Sewer Work is approved to:

J.D. Backhoe Service, Inc., 3 Route 340, Orangeburg, NY 10962
Rino Paving and Construction, Inc., 20 Viola Rd, Suffern, NY 10901
Ronald Tarigo, 5 Crosscreek Lane, Stony Point, NY 10980
Victor Zugibe, Inc., 66 West Railroad Ave, Garnerville, NY 10923
William King and Son Construction, 113 Lake Road, Valley Cottage, NY 10989

PERSONNEL

**NOMINATE ANTHONY
BEVELAQUA/DIRECTOR OF
AUTOMATED SYSTEMS**

20. **RESOLVED**, that upon the recommendation of Rockland County Personnel, nominate Anthony Bevelacqua to the position of Director of Automated Systems, from List #15089, effective 02/10/2016, no change in salary.

IT

APPROVE/SURPLUS EQUIPMENT/ IT

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

Make/Model	Serial Number
Cisco 1900 Series (1921) Router	FTX144000UP
Cisco 1900 Series (1921) Router	FTX144000UN
Cisco 1900 Series (1921) Router	FTX1440837B
Cisco 1900 Series (1921) Router	FTX144000UM
Cisco 1900 Series (1921) Router	FTX14400837L
Cisco 1900 Series (1921) Router	FTX144980ZQ
Dell Power Connect 6248 Gigabit Layer 3 Switch	CN- 0GP931-28298-7AI-0164
Dell Power Connect 6248 Gigabit Layer 3 Switch	CN- 0TK308-28298-7C6-0055
Dell Power Connect RPS 600	CN- 0XJ676-28298-7C7-0034
HP Procurve Switch 2626 PWR JB164A	TW523PC010
Linksys SLM2048 48 Port 10/100/1000 gigabit smart switch	001A708DD076
Linksys SLM2048 48 Port 10/100/1000 gigabit smart switch	7QS00GC00216
Linksys SLM2048 48 Port 10/100/1000 gigabit smart switch	7QS00GA01063
Linksys SLM2048 48 Port 10/100/1000 gigabit smart switch	7QS00H100338
Sonic Wall Pro 2040 Firewall	0006B13E254C
Sonic Wall Pro 2040 Firewall	004010178D01
Sonic Wall Sonic Point NI	0017C5DF4E61

OBZPAE

**SET DATE PH/PROPOSED TEXT
AMENDMENTS TO ZONING CODE TO
REQUIRE ISSUANCE OF BUILDING
PERMIT AND C.O. FOR NEW
OPERATOR/OCCUPANT OF
COMMERCIAL BUSINESS WITHOUT
CHANGE OF USE/**

22. **RESOLVED**, that the Town Board schedule a Public Hearing to be held on March 8th, 2016, at 8:05 P.M, for the Town Board to consider the enactment of a proposed Local Law, recommended by John Giardiello, P.E., Director of Office of Building, Zoning & Planning Administration and Enforcement, to amend Orangetown Zoning Code (Chapter 43) §10.221 and §10.231, so as to require the issuance of a Building Permit and Certificate of Occupancy for a new operator/occupant of a commercial business where no change of use is contemplated.

**INTENTION TO DECLARE THE TOWN
BOARD LEAD AGENCY/SEQR
DECLARATION/PROPOSED TEXT
AMENDMENTS TO ZONING CODE TO
REQUIRE ISSUANCE OF BUILDING
PERMIT AND C.O. FOR NEW
OPERATOR/OCCUPANT OF
COMMERCIAL BUSINESS WITHOUT
CHANGE OF USE/**

23. **RESOLVED**, that the Town Board issue its intention, to all other Involved Agencies, to declare the Town Board Lead Agency, and circulate to all Interested Agencies pursuant to SEQR Regulation § 617.6(b), regarding the Board's consideration of enactment of a proposed Local Law, recommended by John Giardiello, P.E., Director of the Office of Building, Zoning & Planning Administration and Enforcement, to amend Orangetown Zoning Code (Chapter 43) § 10.221 and §10.231, so as to require the issuance of a Building Permit and Certificate of Occupancy for a new operator/occupant of a commercial business where no change of use is contemplated.

FINANCE

**APPROVE/GUARANTEE REFUNDING
BONDS/ORANGETOWN HOUSING
AUTHORITY/REPAIR OF CRITICAL
INFRASTRUCTURE AT CORTWOOD
VILLAGE SENIOR HOUSING COMPLEX**

24. **RESOLVED**, that the Town of Orangetown agrees to "guarantee" the Refunding Bonds request for the Orangetown Housing Authority. Additionally, the Orangetown Town Board agrees to "guarantee" the \$2,000,000.00 new money bonds to repair critical infrastructure at Cortwood Village.

TOWN ATTORNEY

**ACCEPT DEDICATION/PUBLIC
IMPROVEMENTS/SMK-ERIE
SUBDIVISION (PRIVATE DEL REGNO
COURT)/TAX LOT SECTION 70.13-
BLOCK 1-LOT 21/BLAUVELT, NY**

25. **RESOLVED**, that upon the recommendation of the Town Attorney's Office, the Department of Environmental Management and Engineering and the Superintendent of Highways, accept for dedication as public improvements the following items as part of the SMK-Erie Subdivision, Blauvelt, NY:

- 1) Deed for 50' Extension of Private Del Regno Court
- 2) Road Widening Deed for Erie Street
- 3) 25' Sanitary Sewer and Drainage Easement
- 4) Deed to Lot #7 (Detention Basin)
- 5) Temporary Turn-Around Easement at the end of Pvt.Del Regno Court

and authorize the Town Supervisor or his designee to execute all transfer documents necessary to effectuate the acceptance of these public improvements, have same recorded with the Rockland County Clerk, and returned for filing with the Town Clerk.

**APPROVE CONTRACT
WITH HI-TOR ANIMAL CARE CENTER,
INC./2016**

26. **RESOLVED**, that the Town Board authorizes and approves a contract with Hi-Tor Animal Care Center, Inc., in the amount of \$8,250.00, quarterly for fiscal year 2016 for the statutory shelter/pound services required to be provided by the Town, in accordance with the terms of the said contract, a copy of which is expressly incorporated herein by reference.

Adjournments in memory of: • Devon Black

LOCAL LAW NO. __ OF 2016, AMENDING CHAPTER 43, § 4.4, OF THE ZONING LAW OF THE TOWN OF ORANGETOWN RELATING TO PROHIBITED USES

Be it enacted by the Town Board of the Town of Orangetown as follows:

Section 1: Chapter 43 §§ 4.41, 4.42 and 4.45 of the Town Code, relating to Prohibited Uses throughout the Town of Orangetown, is hereby amended to include additional uses and processes, and otherwise to clarify the nature and extent of the prohibition in the context of all such uses and processes determined to be inconsistent with the general health, safety and welfare of residents of the Town. As amended, the said sections of the Code shall read as follows:

§ 4.4 Prohibited uses.

The uses which are listed in this section are prohibited in the Town.

4.41 "Manufacturing" as defined in § 11.2, ~~uses involving primary production of the following products from raw materials: asphalt, cement, charcoal and fuel briquettes; chemicals, solvents and similar such materials, including benzene, toluene, xylene, aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (manufactured and natural) of an explosive nature, potash, plastic materials and synthetic resins, pyroxylin, rayon yarn and hydrochloric, nitric, phosphoric, picric and sulphuric acids; coal, coke and tar products, including gas manufacturing; explosives; fertilizers; gelatin, glue and size (animal); linoleum and oilcloth; matches; paint, varnishes and turpentine; rubber (natural or synthetic); soaps, including fat rendering; and starch.~~

Comment [JE1]: Remove per Town Board discussion at Workshop meeting on 5/12

4.42 "Manufacturing", as defined in § 11.2, which involves ~~the following processes: nitrating of cotton or other materials; milling or processing of flour, feed or grain; magnesium foundry; reduction, refining, smelting and alloying of metal or metal ores; refining secondary aluminum; refining petroleum products, such as gasoline, kerosene, naphtha and lubricating oil; distillation of wood or bones; and reduction and processing of wood pulp and fiber, including paper mill operations; waste gasification.~~

* * *

4.45 Dumps; junkyards; sewage treatment plants; waste gasification and similar such facilities; incinerators not accessory to a principal use; and sanitary landfill operations not accessory to a principal use; except any of the above when municipally owned and operated.

Section 2: The Table of General Use Regulations to the Town Zoning Code, established under Chapter 43, § 3.11, applicable to the "LI" zoning District, 43 Attachment 7, Col. 2, Permitted Use 9, shall be amended, and, as amended, shall read as follows:

Uses Permitted by Right

2

. . . .

- 9. All types of Manufacturing, Light Manufacturing and Laboratory and Research Facilities (except "manufacturing", as specifically prohibited in § 4.4), subject to, and in compliance with, the performance standards procedure, § 4.12, and additional use regulations.

Section 3: This amendment to Town Code § 4.4 shall not apply to any existing use or to any proposed use or project that, on the date of enactment, has received site development plan approval, to the extent of, and in accordance with, such approval.

Section 4: This law shall take effect immediately upon filing with the Secretary of State.

Comment [JE2]: Removed per Town Board discussion at May 12 Workshop meeting.

~~DRAFT~~ ~~DRAFT~~ ~~DRAFT~~ ~~DRAFT~~ 1/29/16 Stewart

**SECOND AMENDED USE AGREEMENT
BETWEEN THE TOWN OF ORANGETOWN
and**

THE ORANGETOWN MIGHTY MIDGETS ATHLETIC CLUB

(Amended as of January , 2016)

This Agreement by and between the Town of Orangetown, a municipal corporation (hereinafter referred to as the "Town") and The Orangetown Mighty Midgets Athletic Club (hereinafter referred to as the "OMM"), a not for profit corporation, for the use of an area of land and improvements, more particularly described on Exhibit "A" attached hereto, so that OMM may carry out a sports program for the community.

BACKGROUND

WHEREAS, in or about 2003, the Town of Orangetown ~~has acquired~~ 348± surplus acres from the State of New York, of which a minimum of 216 acres was required to be ~~must be used~~ for community recreation and open space purposes; and

WHEREAS, in or about 2005, OMM, is an established youth serving organization in the Orangetown community, proposed to wishing to utilize a portion of this land, together with the Town, in a manner that would ~~to provide~~ a valuable public service to the residents, and, in particularly, to the youth of the Town, offering both to improve the Town's property, largely at its own cost and expense, and, thereafter, and thereon, to provide for youth recreation opportunities to the Town's youth, and others ~~desires to utilize the land and contemplated improvements for recreation purposes;~~ and

WHEREAS, by resolution No. 558 of 2005, duly adopted the 12th day of September 2005, the Town of Orangetown, in or about November 2005, specifically recognizing the valuable public service and contribution to Orangetown recreation provided by the OMM program on a town-wide basis and the need to provide recreation fields and facilities, the Town Board, approved ~~authorized~~ the execution of a Use Agreement to provide OMM with the long term use of the premises and facilities described in Exhibit "A" to the extent permitted by New York State Law; and

WHEREAS, in recognition of the benefits secured to the Town by and under the said Use Agreement, and a desire to continue and expand the programs and facilities developed at the RPC complex, on August 23, 2011, the Town Board, by resolution No. 472 of 2011, approved an Amended Agreement between the Town and OMM, as thereafter executed; and

WHEREAS, in the intervening years since the Use Agreement was first approved, OMM, with

Comment [a1]: Stewart: revisions shown in RED are by Andy Stewart, 1/29/16 others by John Edwards

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the consent and approval of the Town, has made improvements to the Town fields and facilities at a cost to OMM of more than \$32 Million Dollars, allowing the fields and other on site community facilities to be used and enjoyed by young and old alike; and

WHEREAS, in furtherance of its mission of service to the Orangetown community, OMM and the Town now wish to again amend the said Use Agreement, in the manner set forth herein,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE OF AGREEMENT

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The purpose of this Agreement is to:

1. Provide the terms and conditions under which OMM can use the area and improvements (hereinafter called the "premises") defined and more particularly shown on Exhibit A (attached hereto and made a part hereof) for practice, league activities, and tournament play.
2. Define operational and maintenance responsibilities of the parties.
3. Identify responsibility for costs and provide a process to provide improvements and upgrades.

ARTICLE II
LICENSE TO USE

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OMM shall have use of all parts of the licensed premises subject to the following terms and conditions:

1. OMM shall have the use of the licensed premises from ~~March~~ July 1 through December 31, of each year, provided, however, that, in the event OMM shall establish a spring soccer program, then, and in that event, OMM shall have the use of the premises from March 1 through July 1 for ~~that~~ purposes stated herein. Weather permitting, and subject to availability and the approval of the Superintendent of Parks, Recreation & Buildings, OMM may use the turf fields during the months of January and February.
2. Notwithstanding the aforesaid, it is expressly understood that the Town of Orangetown shall always retain the right of first use of the facilities for the Town of Orangetown youth recreation programs that are run directly by or through the Orangetown Department of Parks and Recreation.

3. OMM shall make all decisions and determinations, in the first instance, regarding the cancellation of OMM games or activities as the result of weather and/or field conditions. It is understood that, in doing so, OMM will exercise sound judgment to prevent damage to the fields and injury to the players and personnel of the League. The Town reserves the right to cancel use of the fields due to inclement weather and/or poor field conditions.

4. The Town shall make all decisions and determinations concerning the cancellation of Town recreation program games or activities as a result of weather and/or field conditions. It is understood that the Town will exercise sound judgment to prevent damage to the fields and injury to players and persons using the fields.

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ARTICLE III

EFFECTIVE DATE AND TERMINATION

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This Agreement is in the nature of a revocable license, effective upon adoption by the Town Board of the Town of Orangetown and the OMM Board of Directors, and terminable by either party upon written notice of termination to the other.

Notwithstanding the aforesaid, recognizing the magnitude of the OMM program and the number of resident youth serviced thereby, and the need for such a program to have a firm commitment as to the availability of fields at the outset of any given program year, the Town of Orangetown agrees that it will not revoke, or otherwise terminate, this license except upon sixty (60) days written notice, which shall not be effective until the last day of the season during which such notice shall have been given, unless a decision, order or judgment of a court of competent jurisdiction shall require that the license be terminated earlier.

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ARTICLE IV

PERMITTED USES

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Except as may be required for use by the Town for Town activities, OMM shall be allowed the use of the identified premises use is allowed under the following conditions:

1. The land shall be used and occupied by OMM for recreational soccer, travel soccer and related activities, and other not for profit youth recreational sports programs, including but not limited to, lacrosse and flag football. OMM shall not use or permit the site to be used for any other purpose without the prior written approval of the Town Superintendent of Parks and Recreation. Related activities are further deemed to include, but are not necessarily limited to, OMM sponsored events, such as camps, tournaments, games and exhibitions by NCAA "Friendlies" and visits from the United States National Team for which no fee shall be charged by OMM.

The term "Friendlies" shall mean outside teams, principally at the college level, but may also include U.S. National Teams, which participate in OMM sponsored events for the benefit of the OMM Program, but shall not include teams of any type which use the Town facilities for the benefit of the outside team's program.

All non-OMM league events, including OMM sponsored "Friendlies" events, must be scheduled and permitted through the Town Department of Parks and Recreation. Permit fees shall be paid to the Town Department of Parks and Recreation in accordance with the Town's Permit Fee schedule.

2. Within fourteen (14) days of the beginning of each season, OMM will provide both the number of teams and participants in its league, and its schedule of games, to the extent then known, to the Town Superintendent of Parks and Recreation.

2A. Within fourteen (14) days of the beginning of each season, OMM will provide to Town Superintendent of Parks and Recreation a "dummy team schedule" composed of 10 hours of field use in the Complex per week for the season, that Parks shall allocate as it sees fit, with appropriate notification to OMM, with any unused portion of this "dummy team" schedule reverting to OMM on a weekly basis.

Comment [a2]: Stewart: this is a simple way of insuring the Parks department and OMM can accommodate third party groups seeking to plan ahead to use the Complex with a minimum of confusion.

2C. By 2 pm on the Monday of any week OMM is occupying the Complex, OMM will provide Parks Superintendent with a schedule for the coming week, including any vacant field hours OMM needs to retain for purposes of flexibility and any vacant field hours OMM is not using, which latter field hours shall be considered open for scheduling by the Parks Superintendent, unless OMM is notified otherwise.

Comment [a3]: Stewart: this is a simple way of insuring the Parks Dept and OMM can accommodate third party groups seeking short-term or last-minute use of the Complex, given the need for flexibility inherent in sports logistics.

3. OMM may furnish, install and erect the following improvements to the premises; field house, one or more storage sheds, field lighting, rest rooms, snack bar or refreshment stand, public announcement system, turf, scoreboards and bleachers. OMM shall obtain approval from the Town Superintendent of Parks and Recreation before erecting such physical improvements, which approval shall be in the sole discretion of the Town of Orangetown. The installation and/or erection of any such improvement shall be subject to all reasonable conditions that may be required or imposed by the Town of Orangetown, or otherwise required under Federal, State or Local Law.

4. All such improvements once installed shall be gifts to the Town of Orangetown and shall become the property of the Town of Orangetown (at no cost or expense to the Town) and OMM shall have no further rights to such improvements. It is further understood and agreed that, in the event this license, or any provision of this license shall be declared invalid, or, in the event the Town shall revoke or otherwise terminate this license for any reason or no reason, OMM shall not be entitled to a refund, reimbursement or other compensation for, or toward any improvements that it may have made or paid for to, on or relating to the premises.

5. OMM shall pay for the actual cost of the electrical usage and water usage throughout

the period of its use, i.e., during any month, or portion of any month, during which the OMM program utilizes the premises.

- 6. The field house, snack bar or refreshment stand; ~~if constructed~~, shall be equipped and maintained by OMM which shall have the use thereof at all times. The hours of operation of the snack bar or refreshment stand shall be at the discretion of OMM, but shall be subject to reasonable adjustments by the Town Superintendent of Park and Recreation.
- 7. Notwithstanding the provisions of Article IV(6), above, the Blauvelt/Orangeburg Senior Club shall have the use of the field house facility constructed on site for meetings and other activities on Thursday mornings and afternoons (except during the summer months when the OMM camp programs are in session), and at such other times as the Superintendent of Parks, Recreation and Buildings may approve in consultation with OMM.

OMM shall have no responsibility in connection with, or liability as a result of, the use by any Senior Club or other non-OMM user of the field house, or field house premises.

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ARTICLE V
OTHER IMPROVEMENTS

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Any other improvements proposed by OMM must be approved by the Town Superintendent of Parks and Recreation. No improvements will be installed or provided by OMM without the written permission of the Town of Orangetown. Any permanent improvements made under this paragraph shall be considered a gift to the Town of Orangetown. Should an improvement be made without the permission of the Town, the Town has the right to direct OMM to remove the improvement within thirty (30) days at OMM's cost. If the improvement is not removed within 30 days, the Town may remove the improvement and bill OMM for all related costs and will be entitled to full payment for those costs.

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ARTICLE VI
MAINTENANCE

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- 1. Maintenance by OMM:
 - a) The premises shall be maintained by OMM throughout the entire year, at its own cost and expense, to a standard that takes into consideration the fact that

the premises are a part of a Town owned facility serving the general public. Maintenance shall include, but not be limited to, field mowing and raking, cleaning of restrooms.

Notwithstanding the aforesaid, the Town shall provide for (i) dumpster/litter barrels and the removal of all litter and trash; (ii) all major system repairs and replacements; and (iii) all snow plowing, as required, and related snow and ice removal from the sidewalk areas. The Town shall further provide two (2) port-o-johns on site at all times.

- b) The Superintendent of Parks and Recreation shall meet with the OMM President each year to compile a list of items, which in the Town's opinion, need or are anticipated to need maintenance, and OMM shall provide the needed maintenance.
- c) OMM shall provide litter control to the licensed premises daily during the practice, league play and tournament season and shall keep the area free of litter. If the Town of Orangetown determines litter control is not being done effectively, the Town will provide 48 hours notice to OMM to clean up the litter. If it is not done satisfactorily, the Town will provide the service and bill OMM for the cost of service and OMM will pay all costs related to this service.
- d) Except as provided above and in paragraph (e) below, the Town of Orangetown shall be responsible for the repair or replacement of all improvements to the premises.
- e) OMM for the full term of this agreement shall be responsible for maintaining and repairing the field house, pursuant to Article V above, which the parties contemplate will house rest rooms, snack bar or refreshment stand, announcer's facility, storage, office and meeting room.
- f) OMM, on an annual basis, shall provide the Town with proof of the servicing of the ANSUL system in the kitchen and the building's sprinkler system.

2. Maintenance by OMM to a higher standard:

OMM may provide maintenance or services to a higher or more frequent standard than identified herein, providing OMM assumes all related costs resulting from the higher or more frequent standard than identified and complies with any present or future federal, state, or Town laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

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ARTICLE VII
FACILITIES' EXPENSES

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Although the Town recognizes that the programs operated by OMM provide a significant recreational benefit to the residents of the Town, that OMM has made both physical improvements to the Town owned facilities at significant cost to OMM as an organization, as well as a significant commitment to the maintenance needs of the facilities in the future, the parties nevertheless agree, in view of the magnitude of the OMM Program, and the extent of its use of the facilities hereunder, that the operating expenses associated with the facilities should be shared by both parties in an equitable manner. More specifically, the parties agree that the expenses relating to the facilities and their operations shall be shared as follows:

	Town	OMM
Electricity (Fields)	4_0%	100% 0%
Electricity (Clubhouse)	0%	100%*
Garbage removal	100%	0%**
Port-a-Johns (2)	100%	0%
Water costs (fields)	10_0%	100_0%
Water costs (field house)	0%	100%
Natural Gas	0%	100%
Irrigation System (open/close)	0%	100%
Building Insurance (Prop./Liab.)	100%	0%***
Building Contents Ins.		0% Each to insure its own contents*
		100%

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*-Where OMM is fully responsible for a cost hereunder, such costs may be billed by the Vendor directly to OMM, which OMM shall timely pay; provided, however, -OMM shall provide copies of such bills, together with receipts, canceled checks, or other evidence of the payment thereof, -on at least a quarterly basis to the Town Superintendent of Parks for his records.

**The Town will pick up and dispose of solid waste delivered by OMM to the appropriate receptacles on site.

*** OMM must otherwise meet the liability and other insurance obligations hereinafter set forth and required under Article XIV.

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ARTICLE VIII
PARKING AND TRAFFIC CONTROL

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Traffic and parking management and control: During league and tournament season, OMM

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will assign as many members, of suitable age, of its organization as necessary to manage and control parking. OMM shall make every reasonable effort to prevent cars from parking in any "No Parking" areas, to keep fire lanes and access for emergency vehicles clear, to minimize congestion in the parking lot(s), and to protect the handicapped parking spaces for appropriate use.

ARTICLE IX

RULES, LAWS AND ORDINANCES

1. OMM agrees to abide by and uphold the Laws and ordinances of the Town of Orangetown, laws of the State of New York, and the regulations and policies of the Town of Orangetown Parks and Recreation Department.
2. OMM agrees to ensure that games are over and field lighting is turned off by 11:00 p.m. However, the Town of Orangetown retains the right to permit special recreational use after closing hours.
3. OMM agrees to limit the use of the public address system to an acceptable level and at acceptable times.
4. OMM agrees to abide by the laws of the Town of Orangetown and of the County of Rockland which regulates the operation of food and beverage serving facilities.

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ARTICLE X

FUNDRAISING BY OMM

OMM intends to make improvements to the premises as provided in Articles V and VI above by engaging in private fundraising. In connection with such fundraising efforts, OMM shall be permitted to erect permanent donor plaques, the design and location of which shall be subject to Town of Orangetown approval.

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ARTICLE XI

RIGHT TO ENTER

The Town shall have the right to enter all facilities for any reasonable purpose including, but not limited to, safety inspections and ensuring code compliance.

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ARTICLE XII

SCHEDULED MEETINGS

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A minimum of once per year, at a mutually convenient time during the winter, and prior to the commencement of the OMM season, the OMM President shall schedule and meet with the Superintendent of Parks and Recreation for purposes of, among other things, reviewing and planning; OMM number of participants; maintenance needs; planned improvements; concerns, if any, expressed by abutting property owners; and policies and practices to be followed.

The parties shall also meet annually during the month of August (and otherwise as required) during the Town's regular budget cycle to discuss issues relating to capital, operational and other expenses of the facilities, known or anticipated, needed to be considered as part of the budget process.

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ARTICLE XIII

NON-DISCRIMINATION

OMM agrees not to discriminate in providing its services consistent with all applicable Federal, State and Local Laws.

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ARTICLE XIV

LIABILITY

1. OMM shall secure and maintain commercial general liability insurance for the entire term of this Agreement to cover all OMM uses of the site and related uses. Said insurance shall be in the amount of not less than ~~Two~~ Two million dollars (\$2,000,000) per occurrence. The Town of Orangetown shall be named additional insured for said policy or policies, and such policies shall provide for notice by the insurance company to the Town of any termination or cancellation of a policy at least thirty (30) days in advance.

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2. The Town reserves the right to review and adjust the minimum amount of insurance coverage required of OMM.

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ARTICLE XV

AMENDMENTS/MODIFICATIONS

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of the terms of this Agreement shall be valid unless

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made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XVI
INDEMNIFICATION

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OMM shall indemnify and hold harmless the Town of Orangetown, its officers, agents, and employees or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of OMM, its officers, agents, and employees, or any of them, in performing its obligations under this Agreement.

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ARTICLE XVII
ENTIRE AGREEMENT

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This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

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ARTICLE XVIII
NON-RESIDENT POLICY

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1. ~~OMM agrees that it shall be responsible to comply with any Town of Orangetown policies and permit requirements regarding non-resident use of Town fields which are in effect at such time. Compliance with residency requirements shall be determined on the basis of OMM's overall membership, and not by reference to an individual event. Specific reference is made to the latest Parks and Recreation Field Use Policy, approved by Resolution No. _____ of the Town Board, duly adopted at a Regular Board Meeting held on _____, as may be amended.~~

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2. Non-resident Fee. OM agrees that it shall charge a non-resident fee to all non-Town residents who play at the Town facility as a part of any OMM Program, except that those who participate as a part of OMM's Buddy Ball Program shall not be required to pay such additional fee.

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The non-resident fee shall be 5% of the cost of enrollment in the Program in which the non-resident registers to participate. All non-resident fees collected shall be turned over to Town within one-month following the close of registration, to be utilized by the Town for park purposes, in its sole discretion, as it deems appropriate.

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ARTICLE XIX
SEVERABILITY

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If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, the Town of Orangetown and OMM have caused this Agreement to be executed in their respective names by their duly authorized officers and have cause this Agreement to be dated as of the _____ day of _____, 2011.

THE TOWN OF ORANGETOWN:

By: _____ Date: _____
_____ Andrew Y. Stewart, Paul Whalen, Town Supervisor

THE ORANGETOWN MIGHTY MIDGETS ATHLETIC CLUB:

By: _____ Date: _____

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Orangetown Athletic Field and Recreational
Facilities Use Policy (based on ORAC 9/15/15
draft, as edited by Town Staff/Andy Stewart
1/29/16)

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Contents:

- Purpose
- List of Town Facilities
- Priority of use by category; permit application and issuance
- Allocation of fields and facilities
- Facility use rules and regulations
- Field usage schedules and information
- Fee schedule

Purpose:

This article contains the policies and procedures for recreational facilities and park use within the Town of Orangetown. The purpose of this policy is to assure that usage, access, and distribution of all recreational sites are in accordance with Town regulations. The primary use of Town recreation facilities and parks is for resident recreation activities. Town facilities may be made available for additional activities if available and if not in conflict with proper maintenance of the facility or other community use. Factors to be considered in determining usage include: Town benefit, resident priority, efficient scheduling, coordination of uses, regular maintenance, rehabilitation of facility after a specific use, availability, weather, and availability of services at the site. All facility users shall comply with Chapter Article 7-A-A, Conduct – Public Areas, of Town Code, this policy, and all other applicable federal, state, and local laws. Users shall be responsible for payment of all costs, expenses, fines, penalties, and damages which may be imposed upon Orangetown by reason of, or arising out of, the user's failure to comply with legal requirements or failure to comply with provisions of this policy.

List of Town facilities.

The recreational facilities and parks within Orangetown are listed as follows:

Location / Name	Address	Description of facilities
Veteran's Memorial Park	81 Hunt Road, Pearl River, NY	In-line Rink
		Baseball field 90'
		Ball field 1 – 60'
		Ball field 2 – 60'
		Tennis Courts
		Vets 3 (top of hill)
		Vets Football
		Vets 2
		Vets 1
		Small field between main fields
Kennedy Reedy	140 Lester Drive, Tappan, NY	Field
Demeola	160 Van Wyck Road / Blauvelt Rd	Field

Soccer Complex (subject to Use Agreement between OMM Soccer and Town)	175 Old Orangeburg Road, Orangeburg	Turf & Grass fields
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Baseball Complex (subject to Use Agreement between South Orangetown Little League and Town)	200 Old Orangeburg Road, Orangeburg	Baseball & Softball fields
Tappan / Rt, 303 Park	Intersection of Oak Tree and Rt 303	Ball field – 45'
William O'Schaefer	Lester Drive, Tappan	Ball field – 45'
Tappan Zee Elementary	561 Rt 9W, Piermont	Ball field – 45'
South Orangetown Middle School	150 Van Wyck Rd., Blauvelt	Ball field – 45'

Priority of use by category; permit application and issuance.

A. Permits for field/facility use are issued by the category in which the organization or event is qualified. Group I use shall have priority over Group II, II over III, etc. ~~In reviewing a permit application, the Recreation and Parks Director may also consider whether a demonstrated need for providing the activity is evidenced, the benefit to the town, and where applicable, whether a program duplicates a similar activity offered within the community.~~

B. Applications for all field usage shall be on a form approved by the Recreation and Parks Department. Applications for league field use shall be submitted to the Recreation and Parks Director at least 30 days prior to field use, except that applications for tournaments and camps and similar uses shall be submitted at least 90 days prior to field use. Generally, games shall have priority over practice. The Parks and Recreation Department, in reviewing an application, shall take into consideration certain factors, including, but not limited to, wear and tear on the field; scheduling conflicts with other events; provision of sufficient parking for the event; and whether the event benefits the community.

C. Groups are categorized as follows:

(1) Group I: Recreation and Parks directly sponsored activities. These activities include programs run by the Recreation and Parks Department, such as day camps, after-school programs, day programs, special events and seasonal sporting activities.

~~(2) Group II: Youth organizations in established leagues. These groups are independent organizations that have been established to serve the recreational interest of the participants and meet the following criteria : (i) are registered as a nonprofit Tax-Exempt Organization (as defined below) and, (ii) have 85% town participants (measured based on the total population of registered participants for full previous operating year) in the organization, and (iii) Agree to charge a non-resident fee to all non-Town residents registered to participate. The non-resident fee shall be 5% of the cost of enrollment in the Program in which the non-resident registers to participate. All non-resident fees collected shall be turned over to Town within one-month following the close of registration, to be utilized by the Town for park purposes, in its sole discretion, as it deems appropriate. Total population shall be the sum total every registration, for the preceding year.~~

(3) Group III: School events and teams. The Town of Orangetown maintains a shared use agreement with both South Orangetown and Pearl River School Districts with regard to Town use of both indoor and outdoor facilities. The Districts (including Nanuet) are permitted to use Town facilities

(4) Group IV: Privately operated programs. Town facilities can be made available for organizations, colleges, camps, leagues, or groups for the purpose of providing recreational services to youth or adults. This group includes instructional activities that extend beyond one day and for which a separate fee or tuition is charged.

Youth shall consists of players who have not reached the age of 18.

The above group classification shall be used for the allocation of field/facility space for the initial scheduling of the athletic season. Once seasonal scheduling is complete, all further requests, regardless of group affiliation shall be handled on a first come / first served basis.

Nonprofit Tax-Exempt Organization

Comment [a1]: Stewart: The Park Super makes many judgements in balancing the needs of sports groups, including whether or not field space is available, but should not render judgement on whether or not a group or activity is "needed" - this fact is established when the group involves town residents, qualifies as a nonprofit, etc.

Comment [a2]: Stewart: "Established" is too ambiguous - does this mean "no new groups allowed"?

Comment [a3]: Stewart: "Nonprofit" vs "501c3" - the former designation is sufficient to verify documentation of mission, board of directors and tax status without overburdening small groups with 501c3 annual reporting obligations.

Comment [a4]: Stewart: Reducing the town residency standard allows overgrowth of sports groups fueled by nonresident participation at the cost of residents and groups primarily serving residents.

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To qualify as a nonprofit Tax Exempt organization, the organization must meet the following criteria and submit the required documentation, which shall be received and maintained reviewed by the Town Superintendent of Parks and Recreation of Orangetown Finance office, noted below:

1. A Federal tax exempt organization under Section 501(c)(3) of the Internal Revenue Code. The organization must evidence compliance with this criteria by submitting its 501(c)(3) designation letter issued by the Internal Revenue Service;
2. Copies of any New York State and Federal nonprofit and tax exempt certification documents and reports, including annual reports and related disclosures of finances, mission, bylaws and officers, tax returns on an annual basis, within 60 days of the applicable State and Federal filing deadlines;
3. Listing of the organization's Executive Board of Directors (names, phone numbers and email address) and management contacts.

Comment [a5]: Stewart: see comment above re: nonprofit vs 501c3

Groups seeking to qualify for facilities use under Group II shall have 1-year, measured from the start of registration for the spring season, to achieve and document its nonprofit status 501(c)(3) compliance.

Allocation of fields and facilities.

A. Orangetown Recreation and Parks Committee ORAC. The Town Board shall assign members to report on current field maintenance issues and future needs for the budget process. Complaints about the use or misuse of any field or athletic facility shall be made to the Recreation and Parks Director within 24-hours, or as soon following the occurrence as may be practical. The Recreation and Parks Director may restrict or deny access to groups who abuse any facility. The Recreation and Parks Director, with recommendations from the Recreation and Parks Committee, will develop a seasonal field and facility schedule. The Recreation and Parks Director shall establish the opening and closing dates for field use. The Recreation and Parks Director shall provide the Recreation and Parks Committee with the field schedule.

B. In-season priority. Lacrosse is in season during the spring season. Typically spring season commences as soon as fields are recovered from winter. Baseball / softball which also are in season during the spring season shall be played on the Towns baseball / softball fields throughout the town. Soccer and Football shall be considered in season during the fall season, which commences 1st week of August and shall be played on the Towns multi use fields. In season sports have equal status to each other; out-of-season sports have equal status to each other, but secondary status to in-season sports.

C. Make-up schedule. Make-up schedules shall be made in the sole discretion of the Recreation and Parks Director. The Recreation and Parks Director shall have authority to move scheduled events as necessary.

D. Field closing due to weather. All use of athletic fields is subject to the determination of field playing conditions on a daily basis. Determination is made on a daily basis by the Recreation and Parks Director or his or her designee. Generally, all users are subject to the same standard for closure. Nevertheless, determination will be made on a field-by- field basis, as well as a user-by-user basis where conditions are such that some fields may be playable while others are not, and some users may do less damage by use than others. Once a determination has been made regarding field playability by Town representatives and the leagues have been informed, each organization is required to close its fields if injury may result to participants or if damage may result to the playing surface, affecting not only its continued use by this user but also use by others in this season and in the following season. If in doubt, the field or facility shall be closed. Users must notify the Recreation and Parks Director or his or her designee if they have closed the fields so other users questioning whether to close their fields can be so advised. Representatives of the Town reserve the right to discontinue play at any time on any field should they determine the conditions to be not suitable for use.

E. Special events. The Town sponsors numerous special events such as sports tournaments, concerts, etc. Every effort shall be made to accommodate such events. Exceptions to the stated policy may be granted for such special events. These exceptions may be granted by the Recreation and Parks Director or the Town Council.

Facility use rules and regulations.

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- A. Use of any active recreation area by any group is authorized by permit only.
- B. Alcoholic beverages or controlled substances of any kind are prohibited.
- C. Smoking is prohibited on any recreational field owned by the Town. For purposes of this article, the smoking prohibition shall not apply to parking areas surrounding the recreational field.
- D. Profane, loud, threatening, insulting, indecent and abusive language is prohibited.
- E. Amplifiers for music, announcements or otherwise shall not be unreasonably loud.
- F. Athletic fields/facilities may not be used before 8:00 a.m. or after dusk, except where lights are utilized. Lights shall be turned off as per the established schedule in the lighting control system. Groups utilizing fields with lights will be informed of the scheduled shut off time.
- G. All trash and recycling shall be placed in proper receptacles. Users shall leave the facility in the same condition in which it was found, or better.
- H. There is a licensed concession stand at Veteran's Park, no other concessions are permitted.
- I. Warm-ups for the next scheduled event must be performed so as not to interfere with an existing event and so as not to endanger the welfare of all participants, spectators and facilities.
- J. All managers, coaches, or persons in charge of a group using the fields will be responsible for the conduct of all participants, spectators and others connected with the activity, including visiting teams and opponents.
- K. Any group that desires additional "port-o-John's" at any town facility must gain approval from the Recreation and Parks Director as well as the Town Council and should the town seek reimbursement, said group shall be responsible for the additional cost(s).
- L. Clothes shall be changed in rest rooms only.
- M. All participants, including instructors, coaches, officials and players, shall provide evidence of insurance in such form and amounts as may be required by the Town of Orangetown. (See insurance section below)

~~N. All team sport members shall adhere to the Town's Code of Conduct.~~

Comment [a6]: Stewart. Duplicates "R" below re: compliance with Town Code 7-A.

~~O. All league representatives shall be in good standing in the Town Of Orangetown or any other municipality. Participants not in good standing shall not be permitted to participate in organized sports. How is it determined that a representative or participant is not in good standing??~~

Comment [a7]: Stewart. Group compliance with this policy establishes "good standing" of groups with regard to field use.

~~P. N. Any substantial proposed changes to the fields or parks should be submitted to the Recreation and Parks Director to consider their impact upon facility use. This requirement shall include advertising and signs. The placement of all movable items (port-o-johns, portable stands, goals, batting cages, blocking sleds and dummies, temporary fencing, etc.) shall be the responsibility of the Recreation and Parks Director. Signage and all banner placements with the purpose of advertisement shall be reviewed by the Recreation and Parks Committee, and presented to the Council for approval.~~

WHAT CHANGES TO FIELDS?

~~Q. O. Dogs are not permitted in Town parks, unless otherwise posted, or unless otherwise permitted for service reasons.~~

~~R. P. Anything herein to the contrary, the use of all Town facilities shall be in accordance with Town Code Article 7A, and any other applicable Local, State or Federal laws.~~

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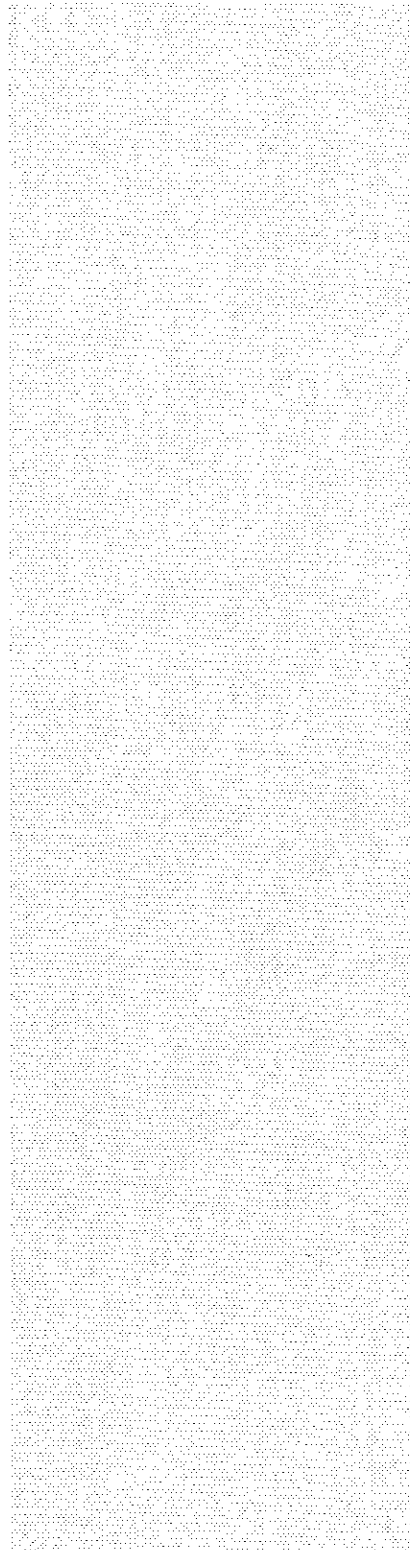
Field usage schedules and information.

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Field and facility schedules shall be maintained in the offices of the Recreation and Parks Department. Event or team rosters and insurance information will also be maintained in the Recreation and Parks Department. All such information shall be considered public information and will be subject to Freedom of Information Law requests (FOIL), unless and to the extent exempt thereunder.

Fee schedule and security deposit.

Fee schedules are available from the Recreation and Parks Department.



**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 February, 2016 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 (knox 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 (1st) 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 (3rd) 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 _____
Andrew Y. Stewart
Town Supervisor

SYMPROCITY SOFTWARE SYSTEMS INC.

By _____
Nataliya Pantelo
President

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ROCKLAND) SS.:

On the ___ day of February, 2016, before me came ANDREW Y. STEWART, to me known and known to me, who, each being duly sworn, did depose, and say: That he, Andrew Y. Stewart, is the Supervisor of the Town of Orangetown; that he resides at Nyack, 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 February, 2016, 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



Practical Solutions, Exceptional Service

CORPORATE OFFICE
Mountainville, NY (800) 829-6531

#9

PO Box 37, 70 Pleasant Hill Road
Mountainville, NY 10953

(845) 534-5959 FAX: (845) 534-5670
www.tectonicengineering.com

Town of Orangetown
119 Route 303
Orangeburg, New York

ATTN: Bruce Peters

January 29, 2016

**RE: PN15-1296
Surveying Services
Homes for Heroes Property
Orangetown, New York**

Dear Bruce:

Tectonic Engineering & Surveying Consultants, P.C. is pleased to submit this proposal to provide surveying services for the above reference project. It is our understanding the Town wishes to acquire a portion of the property located at 335 Western Highway in Tappan, NY. The property will be used for a storm water treatment facility. The following scope of services and fees are based on the plans and specifications provided to us along with the request for proposal dated 1/25/2016:

1.0 Scope

- 1.1 Create a map using the existing survey performed by Tectonic dated 4/8/2011. The map will show the new parcel to be acquired along with a metes and bounds description of the parcel. Also included will be written legal descriptions for a 20 foot wide access easement from the property to be acquired to Western Highway and descriptions for two 15 foot wide drainage easements. The location of the property line and easements will be approximately per the sketches provided. **No update of the existing mapping is included** if an update or as-built of the existing conditions is necessary that work will be invoiced at the hourly rates provided below. Preparation of a subdivision plat is not included. Attendance at any meetings required is not included. All other services requested but not specifically included will be invoiced at the rates listed below. Property corners will be set at all major property corners, 7 estimated.

Create a map for "Homes for Heroes" using the existing survey performed by Tectonic dated 4/8/2011. The map will show the new parcel to be acquired along with a metes and bounds description of the parcel. Property corners will be set at all major property corners, 12 estimated.



2.0 Limitations

- 2.1 Prior to commencing with the survey we will request that you supply us with all information and documentation you might have relative to the property to be surveyed. Such information may include earlier surveys, records, deeds, title reports, subdivision maps, etc. Tectonic will make a reasonable effort to obtain records and deeds from the County Clerk's Office, but we do not provide title search services; therefore all boundary information will be subject to a complete and accurate title report.
- 2.2 Unless otherwise requested, only visible surface evidence of utilities will be shown. For an additional fee, Tectonic can map the utilities based on surface evidence, and available plans provided by the various utility agencies servicing the area. Tectonic can also provide utility mark-out services; if you require these services Tectonic will advise you of the additional fees required to complete the work and obtain your authorization to proceed. Contractors should proceed with caution if excavations are made. Tectonic cannot guarantee the thoroughness or accuracy of the utilities, and will not be responsible for any damage or injuries subsequently caused.
- 2.3 Tectonic surveyors shall have complete access to the property at the time the survey is being performed. Time lost for denied access will be charged at our current hourly rates.
- 2.4 Location & mapping of wetland flags is not included.

3.0 Fees

- 3.1 Item 1.1 Acquisition Map, descriptions & property corners \$8,500.00
- 3.2 If not previously negotiated, requested additional services will be charged on a per hour basis as per the following rate schedule.

Survey Standard per Hour Rate Schedule 2015

Chief Surveyor	\$185.00
Assist Chief Surveyor	\$145.00
Senior Surveyor	\$115.00
Survey Technician III	\$ 84.00

Crew Chief (prevailing) \$117.00

Instrument Person (prevailing) \$100.00

Overtime & Nights will be invoiced at 1.25 times the above rates.

Sunday's & Holiday's will be invoiced at 1.50 times the above rates.

4.0 Schedule

4.1 Based on our current schedule, Tectonic can start the project within two weeks of being notified, and complete the project two weeks after.

Fees shall be invoiced monthly, with payment due upon receipt. If payment is not received within 30 days, Tectonic will consider non-payment just cause to stop work.

Please have an authorized representative complete and sign the attached Work Authorization and Proposal Acceptance Form to indicate acceptance of this agreement and the attached General Terms and Conditions of Agreement. Please return to Tectonic one signed copy of the Proposal and General Terms and Conditions of Agreement along with the completed Work Authorization and Proposal Acceptance Form.

We look forward to assisting you with this project.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.



Theodore J. Haines, P.L.S.
Vice President/Manager of Surveying

G:\{Proposal Numbers} 15-1296

Attachments: General Terms and Conditions of Agreement (4 pages)
Work Authorization and Proposal Acceptance Form (1 page)

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering & Surveying Consultants P.C. (TECTONIC) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change TECTONIC'S scope of services or increase fees must also be provided in writing as a hard copy.
5. All tracings, specifications, computations, survey notes, electronic files and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from any reuse of the above without the prior written consent of TECTONIC.
6. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
9. Unless otherwise agreed in writing, the CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. If the CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.

10. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
11. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.
3. Invoice payments must be kept current for the work to continue. If the CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for work performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost.

3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following Insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, the CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this project unless said loss was caused solely by TECTONIC's own negligence.

3. For any such damage on account of any error, omission or other professional negligence, TECTONIC's total liability shall be limited to the available proceeds of TECTONIC's general and professional liability insurance coverage.
4. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of TECTONIC, including delinquent payment by CLIENT.
5. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g. zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved.
6. TECTONIC makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance and in the same locality.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or mislocated utilities.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that the CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the CLIENT in writing at the time the location diagram is supplied.
4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. It should be understood that the presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
2. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction

in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TECTONIC and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions, programs or enforcements. The CLIENT agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the Contractor. The CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.

3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
4. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
5. The CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.
6. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from Tectonic's opinions or estimates of probable construction costs.

#9



WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: 15-1296 Date: 11/29/2016 Retainer Amount Required: \$0

Project Name & Location: Homes for Heroes site, Tappan, NY

Proposed Services: Acquisition Maps & Descriptions

Proposal Acceptance

Acceptance(Signature): _____ Date: _____

Printed Name: _____ Title: _____

Company or Organization Name: _____

Client Contact Information(All of the following information about the person responsible for the identified tasks must be provided prior to starting work)

Scheduling Work and Receipt of Deliverables	Name:	Phone:	Email:
	Address:		
Receipt of Invoices(Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGETOWN, NY 10962
(845) 359-6503



2015 Application for Showmobile Use

Event/Festival Name: ST. PATRICKS DAY PARADE

Organization Name: ANCIENT ORDER OF HIBERNIANS

Applicant's Name: James M. O'Neill Phone (w): 845-786-2089

Address: 1000 Ave City: Orangetown Zip: NY 10962

Cell Phone 845-825-9260 E-Mail: Jimmac786@Verizon.net

Day Date 20 March Time of Set-up: 12:00 clock Time of Take-down: four o'clock

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

Central Ave in front of the Fire House

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.) The Showmobile does not have a sound system and comes with fluorescent lighting only.

Stair Arrangement: (1 set of stairs)

Left side of stage Right 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:

reviewing stand for the parade

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The showmobile does not have the ability to go over curbing or rough terrain.
- 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.
- A member of the organization renting the unit must be on site at time of arrival for proper set up.

Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
 - Rental Costs: \$350.00
 - Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com
- I have read and understand the conditions listed above:

Applicant's Signature James M. O'Neill Date 14 Jan 2016

2/2 #12/14

RECEIVED

DEC 16 2015

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ANCIENT ORDER OF HIBERNIANS
IN AMERICA

Organized in New York City, May 4, 1836
PARADE COMMITTEE
ROCKLAND COUNTY A.O.H.
P.O. Box 182
Pearl River, N.Y. 10965

Permit #
16SP02

December 10, 2015

Supervisor and Town Board Members
Town of Orangetown
26 Orangeburg Road
Orangeburg, N.Y. 10962

Gentlemen,

As 2015 comes to a close, we begin to look forward to the St. Patrick's Day Parade. We respectfully request permission to again hold the Parade in Pearl River on Sunday, March 20, 2016.

As in the past we request permission for the Orangetown Highway Department to aid us by providing:

- 1. necessary trash barrels *HWY*
 - 2. barricades along the line of march *-HWY*
 - 3. painting of the green stripe *-HWY*
 - 4. sound system and personnel to assist *-Parks*
 - 5. Town showmobile *-Parks*
 - 6. portasans - cost to be shared with the Ancient Order of Hibernians; Town paying for 14 *-Parks*
- Message Board -HWY*
Recycling Cists -HWY.

The Ancient Order of Hibernians will provide a Certificate of Insurance to the Town. We thank you in advance for Orangetown's continuing support. If you have any questions, Please call 845-735-3682.

Very truly yours,

Mary O Sullivan
Mary O Sullivan

William Lee
William Lee

-Parade Chairpersons-

#12/#14

RECEIVED

JAN 15 2016

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY
PERMIT # 16-SP-02

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: ST PATRICKS DAY PARADE

APPLICANT NAME: JIM Mc DONNELL

ADDRESS: 1 ANN AVE STONY POINT, NY 10880

PHONE #: 845-782-2089 CELL # 845-825-9260 FAX #

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on March 20th from 1:PM to 4:PM RAIN DATE:

Location of event: Pearl River - Crooked Hill Rd to Middle Town Rd south to Central Ave

Sponsored by: Ancient Order of Hibernians telephone #: 845-782-2089

Address: Pearl River, New York

Estimated # of persons participating in event: 50,000+ vehicles 12

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

Signature of Applicant: James Mc Donnell Date: Jan 2016

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 12-16-15

Certificate of Insurance - Received On: 1-15-16

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: N - Received On: 1-16-16

Rockland County Highway Dept. Permit: N - Received On:

NYS DOT Permit: N - Received On: X

Route/Map/Parking Plan: N - Received On: 1-15-16

RFS #: 30440 BARRICADES: N CONES: N TRASH BARRELS: N OTHER: Message Board

APPROVED: [Signature] DATE: 1/19/16
Superintendent of Highways or Deputy

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Showmobile: N - Application Required: or file Fee Paid - Amount/Check #

Port-o-San: N Other:

APPROVED: [Signature] DATE: 1/21/16
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 1/22/2016
Chief of Police

(Please return to the Highway AND/OR Parks Department to be placed on the Town Board Agenda)

Workshop Agenda Date: Approved On: TBR #:

RECEIVED
JAN 25 2016
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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 and 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

TO: Kimberly Allen, Administrative Secretary

CC: Town Board
Charlotte Madigan, Town Clerk

FROM: James J Dean, Superintendent of Highways 

DATE: January 26, 2016

RE: **Authorization for Submission of Green Innovation Grant Program Application**

Please place the following item on the February 2, 2016, Town Board Workshop Agenda:

WHEREAS, the Town of Orangetown has applied to the Environmental Facilities Corporation (“EFC”) for eligibility for funding from the Green Innovation Grant Program to finance the cost of the Homes For heroes Green Innovation Project; and

WHEREAS, the Town of Orangetown received confirmation from the EFC that the Homes For heroes Green Innovation Project is eligible for 90% reimbursement of the total cost of the Project, up to \$895,000.00, with a 10% local fund match; and

WHEREAS, the next step in the Green Innovation Grant Program process is to make a full application for such funding;

NOW, THEREFORE BE IT:

RESOLVED, that the Town of Orangetown Supervisor, Andrew Stewart, is hereby authorized to submit an application for grant funding under the NYS Environmental Facilities Corporation’s Green Innovation Grant Program on behalf of the Town of Orangetown.



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 and 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

TO: Kimberly Allen, Administrative Secretary

CC: Town Board
Charlotte Madigan, Town Clerk

FROM: James J Dean, Superintendent of Highways 

DATE: January 27, 2016

RE: **Authorization to host 2016 APWA Equipment Show**

Please place the following item on the February 2, 2016, Town Board Workshop Agenda:

RESOLVED, that the Highway Department is hereby authorized to host the American Public Works Association Annual Equipment Show on Wednesday, May 18, 2016, from 10:00 a.m. to 3:00 p.m. at the Highway Department Facility.



Sent 2.1.16 #17
via e-mail

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

INTEROFFICE MEMO

DATE: January 29, 2016
TO: Kim Allen, Administrative Secretary
CC: Andy Stewart, Supervisor
Charlotte Madigan, Town Clerk
Teresa Pugh, Deputy Town Clerk
FROM: James J. Dean, Superintendent of Highways
RE: Permission/Grassroots Advocacy Campaign 2016

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

RESOLUTION – GRANT PERMISSION/2016 GRASSROOTS ADVOCACY
CAMPAIGN/HIGHWAY

RESOLVED, that permission is hereby granted for the Superintendent of Highways to attend the 2016 Grassroots Advocacy Campaign for Local Roads and Bridges, Albany, NY, March 8-9, at a cost of \$ 422.86 to be charged to Account # A5010.441 and \$ 50.00 to be charged to Account # A5010.480 for a total amount of \$ 472.86



#17

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: Highway DATE: 1-28-16

NAME(S) OF PERSON(S) TO ATTEND: James J. Dean

CONFERENCE, ETC. - NAME & LOCATION: 2016 Grassroots Advocacy Campaign for Local Roads + Bridges, Hilton Albany, NY

CONFERENCE, ETC. DATE(S): March 8-9, 2016

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: March 3-4, 2015

ESTIMATED EXPENSES:

Item	Charge to:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ 397.86	\$	\$ 397.86
Lodging	25.00		25.00
Meals		50.00	50.00
Travel			
Other			
Total	\$ 422.86	\$ 50.00	\$ 472.86

*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee):

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ 850.00 0480-\$ 200.00

TOWN BOARD ACTION: Approved Disapproved Date: Res. No.

REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE:

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department: Date: Retain photocopy for file.


local roads matter!

2016 Grassroots Advocacy Campaign FOR LOCAL ROADS & BRIDGES



March 8-9, 2016 • Hilton Albany • Albany, NY

Co-hosted by  The New York State County Highway Superintendents Association, Inc.

 NYS Association of Town Superintendents of Highways, Inc.

Advocacy Day
Details

Registration

Hotel

Directions

Sponsorship

Legislative
Center

Media Center

REGISTER ONLINE HERE

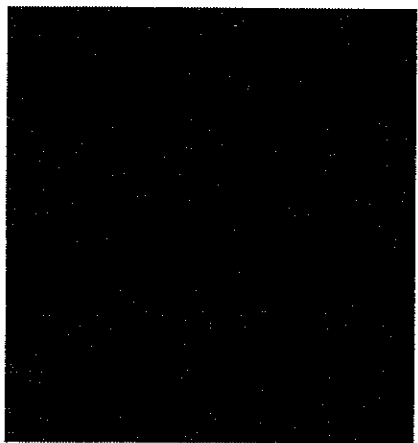
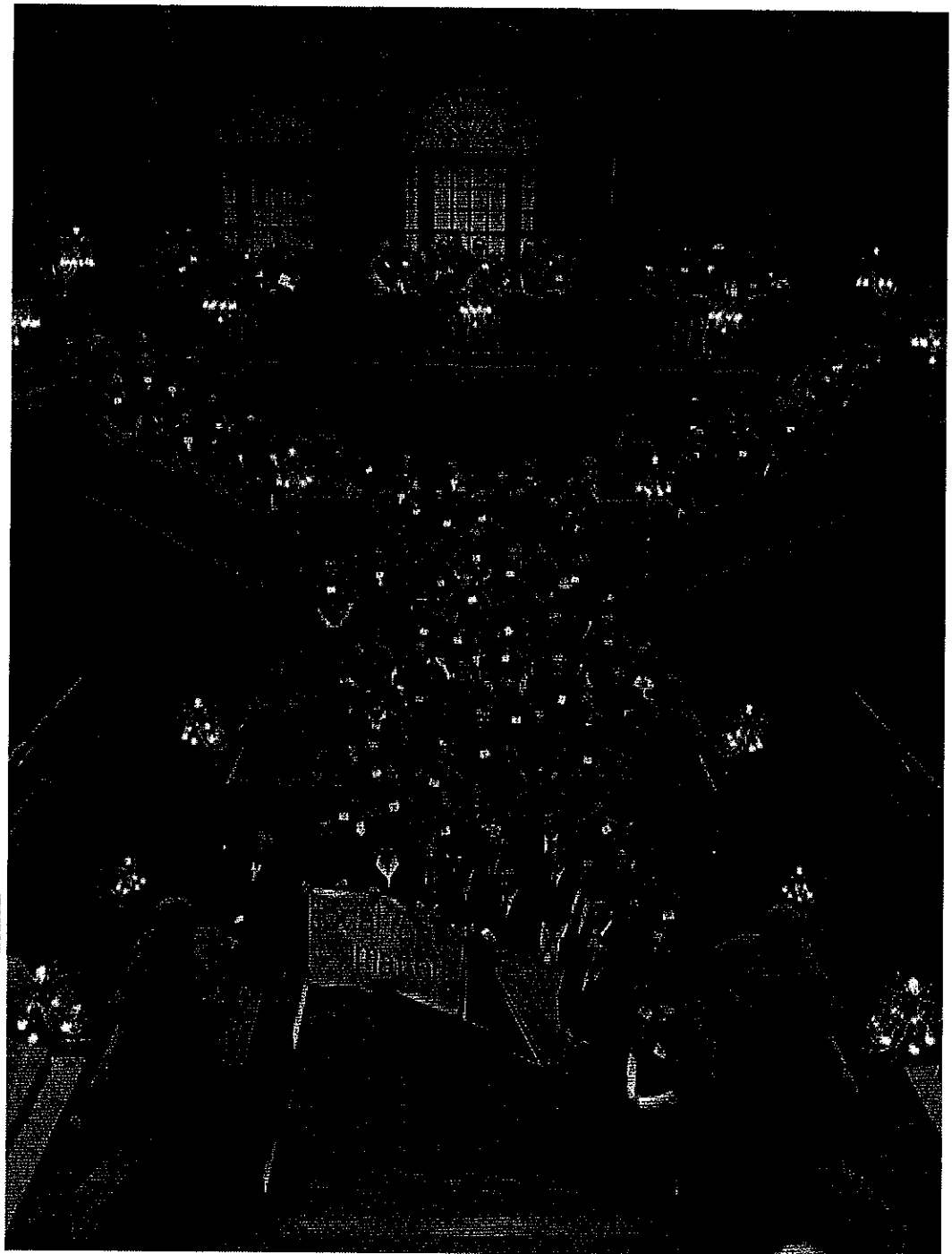
**RESERVE A SPONSORSHIP
ONLINE HERE**



New York State
County Highway
Superintendents
Association



New York State
Association of
Town Superintendents
of Highways



Local roads and bridges account for 87% of the roads, 52% of the bridges, and 48% of

the vehicle mileage logged in New York State. Local roads and bridges are a vital and indispensable part of our transportation infrastructure. Local roads matter to every New Yorker—they generate jobs and support employment, they enable us to travel to work, school, doctor offices, airports, dinner, and ballgames; for truckers to deliver goods and tourists to visit our cities. Local roads are crucial to New York's mobility and matter to all of us.

600 County and Town Highway Officials and Advocates Rally Capital for much needed funding for local roads.

Advocacy Day 2015 was a major effort. The support from various legislators, the coverage spreading our message that **LOCAL ROADS MATTER** is a direct reflection on the effort placed on having legislative meetings leading up to the actual Advocacy event. We want to thank all county, town, and affiliate members and their staff that sent letters, visited their Senators and Assemblymembers, hosted meetings, and voiced our message for increased funding for local roads.

Thank you to Team Leaders, Town and County Executive Committees, Legislative Committees and Co-Chairs for working together to make our event a **great success!**

For Further Information

Any questions about the Grassroots Campaign should be directed to NYSCHSA Headquarters by calling Vicki Charbonneau at (518) 465-1694 or emailing info@countyhwys.org or NYSAOTSOH Headquarters by calling, Megan Osika at (518) 729-2483 or emailing info@nystownhwys.org.

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Website designed by ADG Communications and Design

2/2

#18

FDNY
Engine 46/Ladder27
460 Cross Bronx Expressway
Bronx, NY 10457

January 11, 2016

TO: Andy Stewart, Supervisor
FROM: John Sullivan
RE: Lt. John G. Bellew Memorial 5K Run/Walk
CC: Town Clerk

Please add the following items on the the next Town Board Workshop Agenda:

John Sullivan of 185 Ridge Street, Pearl River, NY, organizer of the Lt. John G. Bellew 5K Run/Walk, which will take place on Saturday, April 16, 2016, is requesting the following:

Highway Department:

Trash receptacles & barricades

Parks Department:

Two (2) port-o-sans

RECEIVED

JAN 11 2016

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT #

16-SP-04

EVENT NAME: Lt. John G. Bellow 5K Fun Run

APPLICANT NAME: John Sullivan

ADDRESS: 185 Ridge St Pearl River, NY 10968

PHONE #: 845 735-2764 CELL # 718 644-4230 FAX # 718 999-1729

CHECK ONE: PARADE _____ RACE/RUN/WALK OTHER _____

The above event will be held on April 16 from 10⁰⁰ AM to 4⁰⁰ PM RAIN DATE: NA

Location of event: Start/Finish @ PR Volunteer Fire Dept

Sponsored by: FONY ETC/LLJ/Bellow Family Telephone #: 718 430-0246

Address: 460 Cassa Bronx Freeway Bronx, NY

Estimated # of persons participating in event: 250 vehicles 0

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Dan Coleman 26 Haywood Ave NY 631 904-7959 John Sullivan 185 Ridge St PR NY 10968

Signature of Applicant: [Signature] Date: 1/11/16

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 1-12-16

Certificate of Insurance - Received On: 1-11-16

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: X

Rockland County Highway Dept. Permit: Y / N - Received On: X

NYS DOT Permit: Y / N - Received On: X

Route/Map/Parking Plan: Y / N - Received On: 1-12-16

RFS #: 36461 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____

APPROVED: [Signature] DATE: 1/14/16
 Superintendent of Highways - [Signature]

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Showmobile: Y / N - Application Required: _____ Fee Paid - Amount/Check #: _____

Port-o-San: Y / N : 2 Regular - 1 Hand Other: _____

APPROVED: [Signature] DATE: 1/15/16
 Superintendent of Parks & Recreation

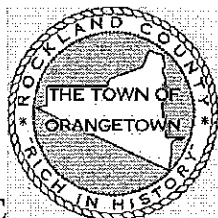
FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 01/27/16
 Chief of Police

(Please return to the Highway AND/OR Parks Department to be placed on the Town Board Agenda)

RECEIVED
 JAN 22 2016
 TOWN OF ORANGETOWN
 HIGHWAY DEPARTMENT

#19



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 29, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

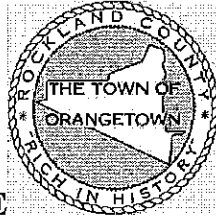
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

J.D. BACKHOE SERVICE, INC.
3 Route 340
Orangeburg, NY 10962
Tel.: 845-359-4984

Please place this Certificate of Registration request on the next Workshop agenda scheduled for February 2, 2016 and the Regular Town Board Meeting agenda scheduled for February 9, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
encl.

#19



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 29, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

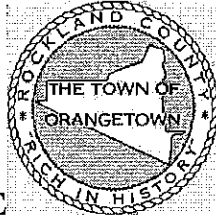
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

RINO PAVING & CONSTRUCTION, INC.
20 Viola Road
Suffern, NY 10901
Tel.: (845) 357-5403

Please place this Certificate of Registration request on the next Workshop agenda scheduled for February 2, 2016 and the Regular Town Board Meeting agenda scheduled for February 9, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
encl.

419



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 29, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

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

RONALD J. TARIGO
 5 Crosscreek Lane
 Stony Point, NY 10980
 Tel.: 845-786-5503

Please place this Certificate of Registration request on the next Workshop agenda scheduled for February 2, 2016 and the Regular Town Board Meeting agenda scheduled for February 9, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
 encl.

#19



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: January 29, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

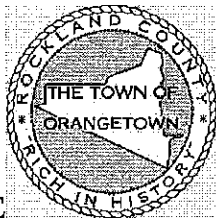
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached),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

VICTOR P. ZUGIBE, INC.
66 West Railroad Avenue
Garnerville, NY 10923
Tel.: (845) 947-2255

Please place this Certificate of Registration request on the next Workshop agenda scheduled for February 2, 2016 and the Regular Town Board Meeting agenda scheduled for February 9, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
encl.

#19



TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: February 1, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

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

WILLIAM KING and SON CONSTRUCTION
113 Lake Road
Valley Cottage, NY 10989
Tel.: 845-406-2914

Please place this Certificate of Registration request on the next Workshop agenda scheduled for February 2, 2016 and the Regular Town Board Meeting agenda scheduled for February 9, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
encl.

Proposed Amendments to Chapter 43, Sections 10.221 and 10.231

§10.22. Permits.

§10.221. A permit is required for all zoning uses in all zones except that a permit is not required in a residential zone for fences or walls, trellis, arbor, terraces not exceeding two feet above ground level and for the type of signs set forth in Use Table, R-80, Column 5, Nos. 11 and 13. A permit is required for:

- (a) all building uses, alterations and construction;
- (b) **a commercial or business use which has a subsisting certificate of occupancy, or a commercial or business use that is legally existing and pre-dates adoption of the Zoning Code, the operator or proprietor of which changes from the operator or proprietor to whom the certificate of occupancy was issued, or the operator or proprietor of which changes after adoption of this §10.221(b) if the use legally existed and pre-dated adoption of the Zoning Code;** and
- (c) for all other purposes as specified in all of the existing local laws and ordinances of the Town of Orangetown.

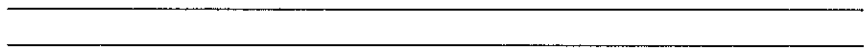
§10.23. Certificate of occupancy.

§10.231. When required.

- (a) No building, structure or sign hereafter constructed shall be used or occupied in whole or in part nor shall any new land or building use be permitted until a certificate of occupancy shall have been issued.
- (b) No building, structure, sign or nonbuilding use hereafter enlarged, reconstructed, relocated or altered, or upon which work has been performed which required the issuance of a building permit, shall be occupied or used after the completion of the alteration of work unless a certificate of occupancy shall have been issued by the Inspector.
- (c) No change shall be made in the use or type of occupancy of an existing building or change in the use of land ("**change of use or occupancy**"), except to any use which is primarily agricultural, unless a certificate of occupancy authorizing such change in use in conformity with the regulations of this code and other applicable building laws, ordinances and regulations shall have been issued by the

Inspector. **A change of use or occupancy, as described in the previous sentence, shall include a commercial or business use which has a subsisting certificate of occupancy, or a commercial or business use that is legally existing and pre-dates adoption of the Zoning Code, the operator or proprietor of which changes from the operator or proprietor to whom the certificate of occupancy was issued, or the operator or proprietor of which changes after adoption of this amendment to §10.231(c) if the use legally existed and pre-dated adoption of the Zoning Code.**

However, any normal replacement or addition of equipment and machinery not affecting the foregoing conditions or not changing the degree or nature of dangerous and objectionable elements emitted shall not be considered a change in use.



AGREEMENT

THIS AGREEMENT, entered into the ____ day of _____, 2016, pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between **HI-TOR ANIMAL CARE CENTER, INC.**, a domestic membership 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 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**").

WITNESSETH:

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

1. **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 Commission 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.

2. The shelter shall be available to the Animal Control Officer, Highway Department workers and Police Officers of the **TOWN** during all hours of operation as well as **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.

3. Access to **HI-TOR** shall be available to duly authorized agents of the **TOWN** at all times and **HI-TOR** agrees to provide a list of employee emergency contact numbers and keys to the facility to the Animal Control Officer, Police Department, and other authorized agents as designated by the **TOWN**.

4. 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:

- (i) Prevent escape of the dog;
- (ii) Protect the public from unauthorized contact with the dog;
- (iii) 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;
- (iv) The restraint of the dog on a leash by an adult at least 21 years of age whenever the dog is not confined;
- (v) The dog is to be exercised only by trained staff personnel and not volunteers;
- (vi) 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;
- (vii) 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;
- (viii) Comply with all orders of a court competent jurisdiction relative to said animal.

5. 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 promulgated by the NYS Department of Agriculture & Markets, Division of Animal Industry, a current copy of which is annexed hereto as Exhibit "A".

6. 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 to 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.

7. **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) At the end of the legally established impoundment period of seven days, 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.

(b) Upon the expiration of the statutory seven-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) In the event that a seized, lost, or strayed domestic companion animal impounded by an employee of the **TOWN** and/or Town resident is claimed by its owner prior to the expiration of the statutory redemption period of seven days, the owner must make payment of the impound fee required pursuant to Article 7 of the Agriculture and Markets Law payable to the **TOWN**, plus boarding fees in the amount of twenty dollars (\$20.00) 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 **ORANGETOWN** Town Clerk and a receipt of payment be presented to **Hi-Tor** prior to the release of the animal.

(d) 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 monies collected by **HI-TOR** on behalf of the **TOWN** must be turned over to the Town within 7 Days of collection with all required documentation.

(e) 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; any deviations will be reported to the Animal Control Officer for enforcement.

(f) 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 day redemption period. The per diem rate may not, however, exceed the sum of TWENTY DOLLARS (\$20.00) per additional day.

(g) 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**.

8. The **TOWN** shall pay to **HI-TOR** the sum of EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$8,250.00) per quarter 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.

9. The Animal Control Officer, members of the Police Department, and authorized agents of the **TOWN** and Town Residents, shall be required to complete a "DL 18" form pursuant to §114 of the Agriculture and Markets Law.

10. 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 31st for the quarter commencing January 1. Such 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.

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.

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.

11. The **TOWN** will employ such Animal Control Officers 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 be obligated to budget or spend any funds beyond those actually appropriated for the purpose of implementing Article 7.

12. This agreement shall commence January 1, 2016 and shall continue through December 31, 2016.

13. **HI-TOR** shall maintain General Liability Insurance, in the amount of Two Million Dollars, with the **TOWN** named as additional insured, and provide a Certificate of Insurance as proof of same.

14. Attached hereto is duly executed Form C-105.21 (statement regarding Workers Compensation or Disability Benefits coverage), to establish that **HI-TOR** complied with § 57 of Workers' Compensation Law, and § 220 of the Disability Benefits Law.

15. **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**.

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: _____
_____, President

TOWN OF ORANGETOWN

Date: _____

By: _____
Andrew Y. Stewart, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

COUNTY OF ROCKLAND) ss.

On the _____ day of February 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notary Public)

STATE OF NEW YORK)

COUNTY OF ROCKLAND) ss.:

On the _____ day of February in the year 2016, before me, the undersigned, personally appeared ANDREW Y. STEWART, 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, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

(Notary Public)