#### TOWN OF ORANGETOWN WORKSHOP MEETING TUESDAY, JULY 12, 2016

	This Town Board Meeting was opened atp.m.
	Councilman Denis Troy Councilman Thomas Diviny Councilman Paul Valentine Councilman Jerry Bottari Supervisor Andrew Stewart
PLEDO	GE OF ALLEGIANCE TO THE FLAG
8:00 բ	.m SWEARING IN NEWLY APPOINTED POLICE SERGEANT TERENCE HUTMACHER
ANNC	DUNCEMENTS: • RTBM of 7/19/2016, O'CONNOR DAVIES, LLP, Presentation to the Town Board Re: 2015 AUDITED FINANCIALS
	<ul> <li>RTBM 7/19/2016 @ 8:00 P.M. Continued Public Hearing Use of Town Parks</li> <li>RTBM 7/19/2016 @ 8:05 P.M. Public Hearing Amending Chapter 43 Relating to Use and Bulk for Churches and Schools</li> </ul>
PRESE	ENTATIONS: • CAROLYN HILL Re: Turtle Crossings on Western Highway
<u>TOWI</u>	N ATTORNEY  OPEN/CONTINUE PUBLIC HEARING ON JULY 19,  2016 RTBM/PROPOSED LOCAL NOOF  2016/USE OF TOWN PARKS
1.	RESOLVED, that the public hearing on a proposed local law, Use of Town Parks, is hereby opened and continued.
	CLOSE PUBLIC HEARING ON JULY 19, 2016 RTBM/PROPOSED LOCAL LAW NO OF 2016/ USE OF TOWN PARKS
2.	RESOLVED, that the public hearing on a proposed local law, Use of Town Parks, is hereby closed.

#### **TOWN ATTORNEY**

DESIGNATION OF LEAD AGENCY WITH RESPECT TO PROPOSED LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 7A OF THE TOWN CODE RELATING TO USE OF TOWN PARKS AND DETERMINATION UNDER SEQRA

3. **RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for environmental review with respect to a proposed Local Law No.\_\_ of 2016, amending Chapter 7A of the Town Code, relating to Use of Town Parks; and further determines that such action will not have a significant adverse environmental impact, and, therefore, issues a Negative Declaration with respect thereto under the State Environmental Quality Review Act.

ADOPT LOCAL LAW NO. \_\_ OF 2016,
AMENDING CHAPTER 7A OF THE TOWN CODE,
RELATING TO USE OF TOWN PARKS

**4. RESOLVED**, that the Town Board hereby adopts proposed Local Law No. \_\_ of 2016, amending Chapter 7A of the Town Code, relating to Use of Town Parks.

## LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 7A OF THE TOWN CODE RELATING TO USE OF TOWN PARKS

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

Section 1: Chapter 7A of the Town Code is hereby amended to add a new section, relating to Use of Town Parks, which shall read as follows:

#### § 7A-0. Access to Town Parks.

Access to Town owned and operating parks is limited to verified Town residents and registered non-residents, except where an exemption has been noted. All visitors to Town Parks should be prepared to show proof of residency or proof of purchasing a non-resident pass from the duly appointed authority. Athletic fields at all Town owned Park facilities are governed by the Field Use Policy, non-resident use of these areas is accounted for under this policy provided a field permit has been issued or other written agreement is in place. Accordingly, no charge shall be made for any person using a Town owned athletic fields pursuant to the Field Use Policy.

Parks and Recreation Department sponsored programs are primarily for Town residents. Non-resident access is at the discretion of the Superintendent of Parks and Recreation and his/her designated representative.

Non-Residents are permitted access to Town owned and/or maintained Park facilities provided that they are in the company of a verified resident.

Non-resident passes can be purchased through the Parks and Recreation Department at the applicable fee as outlined in the Parks and Recreation Department fee schedule approved by the Town Board. (Attachment A)

#### Areas subject to the above law are listed here:

Veterans Memorial Park Independence Park Pilgrim Court Stoughton Park Tappan Park Cherry Brook

#### Partially Exempted Area:

Sparkill Memorial Park – Depot Square parking area & Veterans Memorial area are exempt. Athletic Fields when use is permitted under field use policy

#### **Fully Exempt Areas:**

All Town recognized Memorial areas Nike Park Tackamac Park JB Clarke Rail Trail Braunsdorf Park Borst Park

All undeveloped/partially developed areas not otherwise listed in this section.

#### Revise the following in the existing Town Code:

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

#### A. Purpose and Intent:

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

The purpose of this local law is to assist the Town's Department of Parks and Recreation to meet its mission "to deliver leisure time opportunities through safe, well-organized and affordable programs and a comprehensive network of parks, trails and open spaces to promote the mental, physical and social well-being of our residents", through the implementation of a fair and equitable use and fee policy that recognizes both the limited facilities available for use and the cost of maintaining and improving those facilities.

The fee policy established by this local law will enable the Town to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible. The fees provided hereby will be used to supplement, not replace, other resources available to the Department of Parks and Recreation, all with a view toward meeting the Town's responsibility to provide public open space and leisure opportunities rightfully expected by the Town's taxpaying residents.

Non-Resident Annual Park Access Fees			
Fee Category	Annual Fee	Daily Fee	
Non-Resident	\$250.00	\$25.00	
Senior (65 and over)	\$150.00	\$15.00	
Young Adult (age 12-18)	\$165.00	\$16.00	
Child (11 and under)	\$150.00	\$15.00	
Veterans	No Charge	No Charge	

#### **TOWN ATTORNEY**

OPEN PUBLIC HEARING ON JULY 19, 2016
RTBM/PROPOSED LOCAL NO. \_\_\_OF
2016/AMENDING CHAPTER 43 OF THE TOWN
CODE RELATING TO USE AND BULK FOR
CHURCHES AND SCHOOLS

5. RESOLVED, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to Use and Bulk for Churches and Schools, is hereby opened and continued.

CLOSE PUBLIC HEARING ON JULY 19, 2016
RTBM/PROPOSED LOCAL LAW NO. \_\_ OF 2016/
AMENDING CHAPTER 43 OF THE TOWN CODE
RELATING TO USE AND BULK FOR CHURHES
AND SCHOOLS

**6.** RESOLVED, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to Use and Bulk for Churches and Schools, is hereby closed.

DESIGNATION OF LEAD AGENCY WITH RESPECT TO PROPOSED LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 43 OF THE TOWN CODE RELATING TO USE AND BULK FOR CHURCHES AND SCHOOLS AND DETERMINATION UNDER SEQRA

7. **RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for environmental review with respect to a proposed Local Law No.\_\_ of 2016, amending Chapter 43 of the Town Code, relating to Use and Bulk for Churches and Schools; and further determines that such action will not have a significant adverse environmental impact, and, therefore, issues a Negative Declaration with respect thereto under the State Environmental Quality Review Act.

#### **TOWN ATTORNEY**

ADOPT LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 43 OF THE TOWN CODE, RELATING TO USE AND BULK FOR CHURCHES AND SCHOOLS AND DETERMINATION UNDER SEQRA

**8. RESOLVED**, that the Town Board hereby adopts proposed Local Law No. \_\_\_ of 2016, amending Chapter 43 of the Town Code, relating to Use and Bulk for Churches and Schools.

# A LOCAL LAW AMENDING CHAPTER 43, ARTICLE III OF THE CODE OF THE TOWN OF ORANGETOWN REGARDING Table of General Regulations

WHEREAS, the Town Board, in furtherance of its desire to provide for the protection and promotion of the public health, safety, morals, comfort, convenience, prosperity and other aspects of the general welfare of the Town has adopted, implemented, amended and provided for the enforcement of the Zoning Code of the Town of Orangetown, and

WHEREAS, the Town Board, in its review of the Town Zoning Code insofar as it relates to churches and similar places of worship and schools of general instruction, recognizes the need for consistency in the implementation and enforcement of the Zoning Code in each zoning district within the Town for such uses, and

WHEREAS, the Town Board has determined, after consultation with all relevant Town departments that certain zoning districts did not adequately address concerns regarding parking considerations and issues related to the bulk requirements for said uses, and in certain instances failed to provide for such considerations, and

WHEREAS, the Town Board has determined that due to the intensity of such uses, particularly in residential districts, specific bulk requirements greater than those provided for residential uses and such bulk requirements should be consistent, proportionately, throughout each district,

**NOW, THEREFORE,** the following Local Law amending Chapter 43 of the Town Zoning Code is hereby adopted:

**BE IT ENACTED** by the Town Board of the Town of Orangetown, as follows:

Section 1. Chapter 43, Article III entitled Table of General Regulations of the Code of the Town of Orangetown is hereby amended by clarifying parking requirements, minimum lot area and minimum lot width for particular uses of Churches and similar places of worship and Schools of General Instruction. As amended, <u>Additions are underlined</u>, <u>Deletions are stricken</u>. The said section of the Code is amended as follows:

A) Chapter 43, Article III §3.11 Use Table

> i) District R-80

Column 6, Minimum Required Off-Street Parking Spaces,

Use

Item Number 3. Churches <u>and similar places of worship</u>, public buildings, libraries community and recreation buildings

Column 6

Item 4. Schools of general instruction, trade schools or other schools of special instruction

At least 1 Parking Space for Each 300 square feet of gross floor area or 12 students 200 square feet of gross floor area but not less than 1 space for each 6 students where provided.

ii) District

CS

Column 6 Minimum Required Off-Street Parking Spaces, Item11. Schools of General Instruction

At least 1 Parking Space for Each 200 square feet of gross floor area but not less than 1 space for each 6 students where provided.

iii) District

CC

Column 6 Minimum Required Off-Street Parking Spaces, Item<u>12. Trade schools and other schools of special instruction</u>

At least 1 Parking Space for Each Same as CS.

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B) Chapter 43, Article III
§3.12 Table of General Bulk Regulations
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i) District

R-80

Group B

Column 3 For Uses Listed Below

3, and 4 and 6 in column 2 of Use Table

Column 5 Group B Minimum Lot Area (See Note 16) (square feet/acreage): None 5 acres

Column 6 Minimum Lot Width: None 400

ii) District

R-40

Column 5 Group F Minimum Lot Area (See Note 16) (square feet/acreage): None 5 acres

Column 6 Group F Minimum Lot Width: None 400

iii) District

R-22

Column 5, Group J Minimum Lot Area (See Note 16) (square feet/acreage): None 3 acres

Column 6, Group J Minimum Lot Width: None 250

iv) District

R-15

Column 2, Group M Single-family detached residences and uses in Group B
Group M1 Same as Group B

Column 4, Maximum Floor Area Ratio .20

Column 5, Minimum Lot Area (See Note 16) (square feet/acreage): 3 acres

Column 6, Minimum Lot Width (feet) 200

Column 7, Minimum Street Frontage (see Note 5) (feet): 150

Column 8, Required Front Yard (See Notes 6 and 7) (feet): 60

Column 9, Required Side Yard (See Note 2) (feet): 40

Column 10, Total Side Yard (feet): 80

Column 11, Required Rear Yard (See Note 2) (feet): 50

Column 12, Maximum Building Height\* (See Note 7): 1 foot

\*Maximum height in feet and inches per foot from lot line.

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v) District
          RG
Column 2, Group Q Single-family detached dwelling unit and uses in Group B
   Group Q1 Same as Group B
Column 4, Maximum Floor Area Ratio .20
Column 5, Minimum Lot Area (See Note 16) (square feet/acreage): 3 acres
Column 6, Minimum Lot Width (feet): 150
Column 7, Minimum Street Frontage (see Note 5) (feet): 100
Column 8, Required Front Yard (See Notes 6 and 7) (feet): 50
Column 9, Required Side Yard (See Note 2) (feet): 20
Column 10. Total Side Yard (feet): 60
Column 11, Required Rear Yard (See Note 2) (feet): 50
Column 12, Maximum Building Height* (See Note 7): 1 foot
   *Maximum height in feet and inches per foot from lot line.
vi) District
CS
Column 2, Group FF All other uses allowed in CS District (See Notes 3 and 13) Except Group B
FF1 Same as Group B
Column 4, Maximum Floor Area Ratio .50
Column 5, Minimum Lot Area (See Note 16) (square feet/acreage): 1 acre
Column 6, Minimum Lot Width (feet): 100
Column 7, Minimum Street Frontage (see Note 5) (feet): 100
Column 8, Required Front Yard (See Notes 6 and 7) (feet): 50
Column 9, Required Side Yard (See Note 2) (feet): 20
Column 10, Total Side Yard (feet): 35
Column 11, Required Rear Yard (See Note 2) (feet): 50
Column 12, Maximum Building Height* (See Note 7): 1 foot
   *Maximum height in feet and inches per foot from lot line.
viii) District
       CC
Column 2, Group JJ All other uses allowed in CC District (See Notes 3 and 13) Except Group B
       JJ1 Same as Group B
Column 4, Maximum Floor Area Ratio .30
Column 5, Minimum Lot Area (See Note 16) (square feet/acreage): 1 acre
Column 6, Minimum Lot Width (feet): 100
Column 7, Minimum Street Frontage (see Note 5) (feet): 100
       Column 8, Required Front Yard (See Notes 6 and 7) (feet): 50
Column 9, Required Side Yard (See Note 2) (feet): 20
Column 10, Total Side Yard (feet): 35
Column 11, Required Rear Yard (See Note 2) (feet): 50
Column 12, Maximum Building Height (See Note 7): 1 foot
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Section 2. Severability Clause: The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. This Local Law shall take effect immediately upon filing with the Secretary of State.

AUTHORIZE RENEWAL OF LEASE/THIRD AMENDMENT TO LEASE AGREEMENT WITH CELLULAR TELEPHONE COMPANY/d/b/a AT & T WIRELESS, INC./TOWN HALL TOWER

9. WHEREAS, the Town of Orangetown has a lease agreement with Cellular Telephone Company, d/b/a AT &T Wireless, Inc., dated August 27, 1993, wherein Cellular Telephone Company leases space at the Telecommunications Tower at 26 Orangeburg Road, Orangeburg, New York (the Town Hall Tower); and

WHEREAS, the lease term expired on July 31, 2013, and AT&T Wireless, Inc. seeks an extension and modification to the lease term;

**BE IT RESOLVED,** that the lease amendment to the August 27, 1993, and Amended on November 2, 2002 and October 20, 2002, between the Town of Orangetown and Cellular Telephone Company d/b/a AT & T Wireless is hereby approved with a rent of \$2900.00 a month, with 3% annual escalations, three renewal terms of five years each and a lump sum payment of \$2900.00 to be paid within 90 days of the execution of the Third lease extension agreement;

**BE IT RESOLVED FURTHER**, that the Supervisor is hereby authorized to execute the Third Amendment to Lease Agreement.

## TAX CERTIORARI/SETTLEMENT/WESTSHORE PLAZA v. THE BOARD OF ASSESSORS

10. RESOLVED, that upon the recommendation of the Assessor, approve and authorize Dennis D. Michaels, Deputy Town Attorney, to sign the Consent Order & Judgment regarding the tax certiorari proceeding West Shore Plaza, LLC v. The Board of Assessors, et al., Tax Map designation 70.14-4-13, (580 Route 303, Blauvelt) for the tax assessment year 2015, for a total refund by the County of \$1,650, a total refund by the Town of \$4,598 and a total refund by the School District of \$13,987. Interest on the Town's liability as a result of assessment decrease or refund is waived if payment is made within sixty (60) days after a copy of the order based upon the settlement is served on the Town (and Rockland County Finance Dept.).

#### **TOWN ATTORNEY**

## TAX CERTIORARI/SETTLEMENT/MEHL ELECTRIC CO., INC.

11. RESOLVED, that upon the recommendation of the Assessor, approve and authorize Dennis D. Michaels, Deputy Town Attorney, to sign the Consent Order and Judgment regarding the tax certiorari proceeding MEHL ELECTRIC CO. INC. v. BRIAN KENNEY, et al., Tax Map designation 68.20-1-38, (72 South Main Street, Pearl River) for the tax assessment year 2015, for a total refund by the County of \$1,088, a total refund by the Town of \$2,686 and a total refund by the School District of \$10,367. Interest on the Town's liability as a result of assessment decrease or refund is waived if payment is made within sixty (60) days after a copy of the order based upon the settlement is served on the Town (and Rockland County Finance Dept.).

#### **TOWN BOARD**

SET PUBLIC HEARING ON PROPOSED LOCAL LAW, AMENDING CHAPTER 34 OF THE TOWN CODE (ZONING), RELATING TO NEW CAR DEALERSHIP SERVICE AND REPAIR FACILITIES IN NONRESIDENTIAL ZONES WITHIN THE ROUTE 303 OVERLAY ZONING DISTRICT

**12. RESOLVED,** that the Town Board will hold a public hearing on September 13, 2016, at 8:00 p.m., on a proposed local law, amending Chapter 43 of the Town Zoning Law, relating to service and repair facilities ancillary to new car dealerships within the Route 303 Overlay Zoning District.

DECLARE INTENT TO BE LEAD AGENCY AND DIRECT CIRCULATION OF PROPOSED LOCAL LAW, AMENDING TOWN ZONING CODE, RELATING TO NEW CAR DEALERSHIP SERVICE AND REPAIR FACILITIES IN NONRESIDENTIAL ZONES WITHIN THE ROUTE 303 OVERLAY ZONING DISTRICT

**13. WHEREAS**, the current provisions of the Town Zoning Code prohibit new and used automotive car dealerships and automotive repair and auto body shops within the Route 303 Overlay Zoning District, effectively rendering existing, well maintained and attractive commercial establishments that provide significant commercial tax revenues non-conforming; and

#### TOWN BOARD, CONTINUED,

WHEREAS, upon preliminary review, the Town Board is favorably disposed to providing relief from the present restrictions to existing establishments by permitting off-site repair and service facilities on separate nonresidential parcels within the Overlay District; and

WHEREAS, the Town Board wishes to proceed with its consideration of the proposed action, toward which end it wishes to commence the environmental review process, as well as other required review by other interested agencies; and

**WHEREAS**, upon review of the proposed Local Law, Short Environmental Assessment Form, and related documents and filings, the Board makes the following preliminary determinations:

- The proposed action is one subject to review under the State Environmental Quality Review Act ("SEQRA");
- 2. The proposed action as an "Unlisted" action; and
- 3. The following are involved or interested or involved agencies in the review process, or otherwise should be heard as to the proposed change:
  - Orangetown Planning Board;
  - Rockland County Department of Planning;
  - Rockland County Highway Department;
  - New York State Department of Transportation;
  - The Town of Clarkstown; and
  - The Borough of Northvale, New Jersey

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby declares its intention to serve as Lead Agency for the purpose of environmental review of the proposed action under SEQRA, and directs that a Lead Agency Coordination Letter with relevant documents be circulated to and among the various above referenced agencies; and

**BE IT FURTHER RESOLVED**, that the circulation to the Rockland County Department of Planning further be for the purpose of review pursuant to General Municipal Law §§ 239-1 & m; and

**BE IT FURTHER RESOLVED**, that, pursuant to Town Code Chapter 43, § 10.5, the Town Board hereby refers the said Petition and a proposed Local Law, amending the Town Zoning Map, to the Town Planning Board, inviting its input regarding, among other things, the implications of such an amendment, and requesting a response within 30-days.

#### **TOWN BOARD, CONTINUED,**

LOCAL LAW NO. \_\_ OF 2016, AMENDING CHAPTER 43 OF THE TOWN CODE (ZONING), RELATING TO NEW CAR DEALERSHIP SERVICE AND REPAIR IN NONRESIDENTIAL ZONES WITHIN THE ROUTE 303 OVERLAY ZONING DISTRICT

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

Section 1: Chapter 43 of the Town Code entitled "Zoning", § 3.11 and the Table of General Use Regulation established thereby for the "CC" Zoning District (43 Attachment 6), at Column 4 thereof, providing for Conditional Uses by the Planning Board, shall be amended to add a new Conditional Use, as follows:

9. New dealer automobile service and repair, ancillary to an existing new car dealership, within the Route 303 Overlay Zoning District, subject to Chapter 43 § 13.10(B)(6).

Section 2: Amend Chapter 43 of the Town Code, § 13.10(B)(6), relating to "Nonresidential areas" within the Route 303 Overlay Zoning District, to permit repair and service facilities ancillary to an existing new car dealership within the Route 303 Overlay Zoning District on a separate nonresidential parcel also located within the Route 303 Zoning District, subject to conditions. As amended, § 13.10(B)(6) shall read as follows:

(6) New and used automotive car dealerships; automotive repair and auto body shops; gasoline filling stations; outside commercial storage of five or more automobiles; buses, trucks, tractors, trailers, or other vehicles on any particular lot shall be prohibited. Notwithstanding the aforesaid, or any other provision of this Chapter 43 to the contrary, automobile service/repair facilities shall be permitted in any non-residential zoning district within the Route 303 Overlay Zoning District, subject to all required land use board approvals, provided that (i) any such service/repair facility is ancillary to an existing new car dealership located on any other parcel within the Overlay Zoning District; and (ii) all service/repair work takes place within a completely enclosed building.

Section 3: This local law shall take effect immediately upon filing with the Secretary of State

ACCEPT PETITION TO AMEND CHAPTER 43 OF THE TOWN CODE (ZONING) AND ZONING MAP TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY ON MANOR BLVD. PEARL RIVER, AND DIRECT CIRCULATION OF PROPOSED LOCAL LAW

**WHEREAS**, the owner of premises located at 227 Manor Blvd., Pearl River, New York, bearing Tax Map designation 69.09-1-37, located in the "CO" (Commercial-Office) zoning district, has petitioned the Town Board to change the zoning classification of his property to that of "R-15" (Medium Density-Residence), a zoning district that directly abuts the Petitioner's parcel; and

WHEREAS, upon preliminary review, the Town Board is favorably disposed to such a change, because the said premises, as developed and used, are more in keeping with the uses permitted in the abutting R-15 zoning district; and

**WHEREAS**, the Town Board wishes to proceed with its consideration of the proposed action, toward which end it wishes to commence the environmental review process, as well as review by other interested agencies; and

**WHEREAS**, upon review of the Petition, Short Environmental Assessment Form, and related documents and filings, the Board makes the following preliminary determinations: The proposed action is one subject to review under the State Environmental Quality Review Act ("SEQRA");

The proposed action as an "Unlisted" action; and

The following are involved or interested or involved agencies in the review process:

Orangetown Planning Board; Rockland County Department of Planning; Rockland County Highway Department

**NOW, THEREFORE, BE IT RESOLVED,** that the Town Board hereby declares its intention to serve as Lead Agency for the purpose of environmental review under SEQRA, and directs that a Lead Agency Coordination Letter with relevant documents be circulated to and among the various above referenced agencies; and

**BE IT FURTHER RESOLVED**, that the circulation to the Rockland County Department of Planning further be for the purpose of review pursuant to General Municipal Law §§ 239-1 & m; and

**BE IT FURTHER RESOLVED**, that, pursuant to Town Code Chapter 43, § 10.5, the Town Board hereby refers the said Petition and a proposed Local Law, amending the Town Zoning Map, to the Town Planning Board, inviting its input regarding, among other things, the implications of such an amendment, and requesting a response within 30-days.

#### **TOWN BOARD, CONTINUED,**

SET PUBLIC HEARING ON PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 227 MANOR BLVD., PEARL RIVER FROM "CO" TO "R-15"

**15. RESOLVED**, that the Town Board will hold a public hearing on September 13, 2016, at 8:10 p.m., on a proposed Local Law, amending Chapter 43, § 2.2, establishing the Town Zoning Map, to change the zoning district of a parcel of property located at 227 Manor Blvd., Pearl River from "CO" to "R-15".

PROPOSED LOCAL LAW NO. \_\_\_ OF 2016, AMENDING CHAPTER 43, § 2.2, OF THE TOWN CODE OF THE TOWN OF ORANGETOWN (ZONING) TO CHANGE THE ZONING DISTRICT OF A CERTAIN PARCEL IN THE HAMLET OF PEARL RIVER FROM "CO" TO "R-15"

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

Section 1: The Zoning Map of the Town of Orangetown, which establishes the areas and boundaries of the various Town zoning districts, is hereby amended to change the zoning district of the following property:

227 Manor Boulevard, Pearl River (Tax Map Designation 69.09-1-37) from the "CO" (Commercial-Office) zoning district to the "R-15" (Medium Density Residence) zoning district:

Section 2: This law shall take effect immediately upon filing with the Secretary of State.

STATE GRANT – CULVERT AT ROUTE 303/AUTHORIZE THE TOWN SUPERVISOR TO ACT ON BEHALF OF THE TOWN AND FOR THE TOWN TO FUND 25% OF THE ESTIMATED COST OF \$350,000,00

**16. WHEREAS**, flooding of the Sparkill Creek on Rte 303 in the vicinity of Mountainview Ave contributes to pollutant load in the Sparkill Creek, and is a longstanding safety problem impacting traffic, infrastructure and property; and

WHEREAS, a contributing factor to the flooding in this area of Orangeburg and the consequent transportation of pollutants to the Sparkill Creek from standing water in adjacent commercial and industrial areas and from New York State Route 303 is an undersized and deteriorating culvert located at 400 Rte 303,

WHEREAS, the Town Board the Town Board determined that a project to improve water quality in the Sparkill Creek and address the other problems resulting from the regular flooding due to inadequate and deteriorating drainage in the area should be implemented, and to this end secured funding from the New York State Department of Environmental Protection Estuary Management Grant Program 2015 for Local Stewardship Planning to prepare an engineering design for drainage improvements, including stream clearance; and

WHEREAS, the Town Board has determined that the project to construct the Rte 303 culvert and improve stream flow of the Sparkill Creek in the project area is desirable and in the public interest and should be implemented; and

WHEREAS, State assistance is available to municipalities for water quality improvement projects through the Environmental Protection Fund by means of a contract, and the Municipality deems it to be in the public interest and benefit to enter into a contract therewith;

#### NOW, THEREFORE, BE IT RESOLVED BY THE ORANGETOWN TOWN BOARD

- 1. That the Town Supervisor is authorized to act in behalf of the Municipality's governing body in all matters related to State assistance. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance;
- 2. That the Municipality agrees that it will fund its portion of the cost of the Project (25% of the estimated cost of \$350,000.00, inclusive of salaries of Highway Administrative personnel) and that funds will be available to initiate the Project's field work upon contract execution with the Department of Environmental Conservation;
- 3. That this Resolution takes effect immediately.

STATE GRANT – BRINE RECAPTURE/AUTHORIZE THE TOWN SUPERVISOR TO ACT ON BEHALF OF THE TOWN AND FOR THE TOWN TO FUND 25% OF THE ESTIMATED COST OF \$370,000.00 TO CONSTRUCT A BRINE RECAPTURE SYSTEM

17. WHEREAS, the Town of Orangetown (hereinafter the "Municipality"), after thorough consideration of the problems associated with the discharge of salt onto the pavement at the Town Highway Department, and its eventual migration through the storm sewers into the Sparkill Creek, has determined that such salts can be captured and recycled as brine for Town roads, thereby reducing the adverse impacts to the creek, and, at the same time, reducing the use and cost of calcium chloride during inclement weather; and

WHEREAS, the Town Board has determined that the capture and recycled use of such salts by the installation of an underground containment tank and related drainage system, as described in the Municipality's grant application and attachments (herein called the "Project") is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, State assistance is available to municipalities for water quality improvement projects through the Environmental Protection Fund by means of a contract and the Municipality deems it to be in the public interest and benefit to enter into a contract therewith;

#### NOW, THEREFORE, BE IT RESOLVED BY THE ORANGETOWN TOWN BOARD:

- 1. That the Town Supervisor is authorized to act in behalf of the Municipality's governing body in all matters related to State assistance. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance;
- 2. That the Municipality agrees that it will fund its portion of the cost of the Project (25% of the estimated cost of \$370,000.00, inclusive of salaries of Highway Administrative personnel) and that funds will be available to initiate the Project's field work upon contract execution with t Department of Environmental Conservation;
- 3. That this Resolution takes effect immediately.

AUTHORIZE APPRAISAL
CONTRACT/BECKMANN APPRAISALS/TOWN
OWNED LANDS AT RPC PARCELS 6 & 5/THIRD
AVENUE/CONVENT ROAD

**18. RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Beckmann Appraisals, for appraisal of the land known as Parcel 6 bounded by Third Avenue, Convent Road, First Avenue, Oak Street and the land known as Parcel 5, on the edge of Lake Tappan, at a cost not to exceed \$25,000.00, to determine the fair market value of such lands, burdened by a covenant and/or zoning that restricts the use of such lands to use as a film campus.

#### **POLICE DEPARTMENT**

AUTHORIZE P.O. MICHAEL MEGDANIS TO ATTEND FIELD TRAINING OFFICER COURSE/BROOME COUNTY, NY/JULY 11-13, 2016

**19. RESOLVED**, that upon the approval of the Town Board, authorize P.O. Michael Megdanis to attend a Field Training Officer's Course, Broome County, N.Y., July 11-13 2016, at a cost of \$483.13 to be charged to Account B.3120.408.16.

AUTHORIZE DET. DAN RYAN TO ATTEND THE NYS BASIC JUVENILE INVESTIGATOR TRAINING/GENEVA, NY/AUGUST 29-SEPT 2, 2016

**20. RESOLVED**, that upon the approval of the Town Board, authorize Det. Daniel Ryan to attend the NYS Basic Juvenile Investigator' Training in Geneva, N.Y. on August 29, 2016 to September 2, 2016, at a cost of \$1,469.00 to be charged to Account B.3120.408.16."

AUTHORIZE DET. FRANK BUHLER TO ATTEND THE NYS BASIC JUVENILE INVESTIGATOR TRAINING/GENEVA, NY/AUGUST 29-SEPT 2, 2016

**21. RESOLVED**, that upon the approval of the Town Board, authorize Det. Frank Buhler to attend the NYS Basic Juvenile Investigator' Training in Geneva, N.Y. on August 29, 2016 to September 2, 2016, at a cost of \$735.00 to be charged to account B.3120.408.16."

NOTE: <u>Det. Ryan and Det. Buhler will be staying in the same room. The cost of the room have been placed in Det. Ryan's training request.</u>

#### **POLICE**

AUTHORIZE CHIEF KEVIN NULTY TO ATTEND THE NYS INTELLIGENCE SUMMIT/GENEVA, NY/SEPT 27-28, 2016

**22. RESOLVED**, that upon the approval of the Town Board, authorize Chief Kevin A. Nulty to attend the NYS Intelligence Summit in Geneva, N.Y. on September 27-28, 2016, at a cost of \$200.00 to be charged to account B.3120.408.16."

#### **ASSESSOR**

ADOPT CERTIFICATE OF CURRENT HOMESTEAD BASE PROPORTIONS AND ADJUSTED BASE PROPORTIONS/2016 ASSESSMENT ROLL

**RESOLVED**, that upon the recommendation of the Assessor, the Town Board hereby adopts the Certificate of Current Homestead Base Proportions and Adjusted Base Proportions (Forms 6701 & 6703) pursuant to Article 19, Section 1903 of New York State Real Property Tax Lawfor the Levy of Taxes on the 2016 Assessment Roll, and the Town Clerk is hereby authorized to affix Town Certification.

For comparison purposes, the following is a table indicating last year's Town-Wide & Town Outside Villages Adjusted Base Proportions:

Town-Wide	<u>2015</u>	<u> 2016</u>	<u>TOV</u>	<u>2015</u>	<u>2016</u>
<u>Homestead</u>	66.0007	65.67675		64.81862	64.61559
Non-Homestead	33.9993	34.32325		'35.18198	35.38441

#### **RECEIVER OF TAXES**

AUTHORIZE THE RECEIVER OF TAXES TO IMPOSE FEE FOR CHECKS RETURNED BY THE BANK DUE TO INSUFFICIENT FUNDS

**24. RESOLVED**, that upon the approval of the Town Board and the recommendation of the Receiver of Taxes, authorize the Receiver of Taxes office to impose a fee of \$20.00 for all checks that are returned by the bank due to insufficient funds.

#### PARKS AND RECREATION

## APPROVE USE OF SHOWMOBILE/THE PIERMONT PAL/TURNING POINT PIERMONT PAL MUSIC FESTIVAL/SEPTEMBER 8, 2016

RESOLVED, that 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 Piermont PAL for their Turning Point Piermont PAL Music Festival on Monday, September 8, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

## APPROVE USE OF SHOWMOBILE/SONS OF ITALY ROCKLAND LODGE/ITALIAN FEAST/SEPTEMBER 15 – 18, 2016

**RESOLVED**, that 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 Sons of Italy Rockland Lodge for their Italian Feast Thursday, September 15, 2016 to Sunday, September 18, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

## APPROVE ONE (1) YEAR CONTRACT/JOHNSON CONTROLS/HVAC MECHANICAL AND AUTOMATION SERVICE/TOWN HALL BUILDING

27. RESOLVED, that upon the recommendation of the Superintendent of Parks and Recreation approve a one year contract for HVAC Mechanical and Automation Service to Johnson Controls of Hawthorne, NY in the amount of \$20,332.00 and an additional one time cost of \$5,982.00 for the replacement of automation system components, charged to Account No. 1620.443.

#### **PARKS AND RECREATION**

APPROVE FOR SURPLUS AND
AUCTION/EQUIPMENT FROM PARK
MAINTENANCE, BLUE HILL GOLF COURSE,
BROADACRES GOLF COURSE

**28. RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation approve for surplus and auction the following equipment from Park Maintenance, Blue Hill Golf Course and Broadacres Golf Course:

Make	Model	Hours/Miles
Jacobsen	Orange Golf Cart	1080 H
Meyers	8 Ft. Plow	n/a
Jacobsen	Green Golf Cart	1535 H
Western	9 Ft. Plow	n/a
Meyers	7 ½ Ft. Plow	n/a
Jacobsen	Turf Equipment	n/a
Club Car	Tan Golf Cart	n/a
Club Car	Green Golf Cart	n/a
Ford	4400 Tractor	1901 H
Rogers	Aero Blade	n/a
Ford	230A	5405 H
Jacobsen	LF 3400	n/a
Cushman	Work Cart	5717 H
Ford	F550 Dump Truck	20430 M
Chevy	1996 3500 Dump Truck	208124 M
Dodge	Ram 2500	?
Smithco	200 Gallon Spray Tank	n/a

Toro	Greensmaster	4797 H
John Deere	3215 A Mower	2103 H
Jacobsen	LF100	6362 H
Jacobsen	Greens King IV	4046 H
Toro	Grounds Pro 2000	n/a
Jacobsen	Tri-King 1800 G	2397 H
Jacobsen	Walking Mower	n/a
Toro	Reelmaster 3100D	3461 H
Ford	1972 Ford 5000 Tractor	7479 H
Alamo	2006 Grass King Boom Mower	n/a

#### **HIGHWAY DEPARTMENT**

APPROVE STEPHEN MUNNO TO ATTEND APWA 2016 INTERNATIONAL PUBLIC WORKS CONGRESS AND EXPOSITION/AUGUST 28-31, 2016/NO COST TO THE TOWN

**29. RESOLVED**, that permission is hereby granted for Stephen Munno, Sr. Administrative Assistant and 2016 President of the New York Metro Chapter of the American Public Works Association, to attend the "APWA 2016 International Public Works Congress and Exposition" in Minneapolis, MN from August 28-31,2016, at no cost to the Town.

AWARD BID/ONE (1) NEW HEAVY DUTY TRUCK W/ACCESSORIES/GABRIELLI TRUCK SALES, LTD./HIGHWAY DEPARTMENT

**RESOLVED**, that the bid for One (1) New Heavy Duty Truck w/Accessories, be awarded to GABRIELLI TRUCK SALES, LTD., Jamaica, New York, in the amount of \$306,471, the lowest qualified bidder, to be charged to Account No. H.5130.200.90.

#### **HIGHWAY DEPARTMENT**

## AWARD BID/ ONE (1) NEW STREET SWEEPER/TRIUS, INC./HIGHWAY DEPARTMENT

**31.** RESOLVED, that the bid for One (1) New Street Sweeper, be awarded to TRIUS, INC., Bohemia, New York, in the amount of \$227,837, the lowest qualified bidder, to be charged to Account No. H.5130.200.90

## AWARD BID/TWO (2) NEW SIDEWALK SNOW PLOWS/TRIUS, INC./HIGHWAY DEPARTMENT

**32. RESOLVED,** that the bid for Two (2) New Sidewalk Snow Plows, be awarded to TRIUS, INC., Bohemia, New York, in the amount of \$270,194, the most qualified bidder by best value evaluation, to be charged to Account No. 5130.200.90.

#### **DEME**

## APPROVE/SEWER WORK 2016/ CERTIFICATE OF REGISTRATION

**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:

Ross Brothers, Inc., 219 Railroad Avenue, Northvale, NJ 07647 Keystone Landscaping, 35 West Washington Avenue, Pearl River, NY 10965

#### DEME

APPROVE DEMOLITION WORK
DECOMMISSIONED SALISBURY PUMP
STATION/COSTS TO BE SHARED BY
ORANGETOWN AND VILLAGE OF SOUTH
NYACK

34. WHEREAS, following recent improvements to the Upper Grandview Pumping Station and the completion of the inter-connection of the force main and gravity line in River Road in South Nyack paid for by the Thruway Authority as part of the TZB project, the now-abandoned Salisbury Pump station has reached the end of its economic life and its decommissioning and demolition will save the Town ongoing necessary maintenance and repair costs, have a significant positive impact on the long-term environmental goals of the Department, the Town and the Village, and will have a positive effect on the residents of Salisbury Point Complex serviced by the Town's sewer line.

**RESOLVED,** that upon the recommendation of the Department of Environmental Management and Engineering and its Commissioner, the Town Board approves the demolition work of the existing decommissioned Salisbury Pump Station with the costs for the demolition shared by the Village of South Nyack and the Town of Orangetown as per the attached Memorandum of Understanding between the Town and the Village of South Nyack. The Town of Orangetown's share of the cost is \$34,600.00 and charged to Account No. G.8120.200.

#### **PERSONNEL**

ESTABLISH POSITION OF CLERK (SEASONAL)
REPLACING CLERK (PART-TIME)
POSITION/PARKS AND RECREATION

**35. RESOLVED**, that upon the recommendation of Rockland County Personnel and the Human Resources Coordinator, establish the position of Clerk (Seasonal) in Parks & Recreation. (This position replaces the Clerk Part-Time position).

## APPOINT LESLIE DORAN/CLERK (SEASONAL)/PARKS AND RECREATION

**36.** RESOLVED, that upon the approval of the Town Board, appoint Leslie Doran to the position of Clerk (Seasonal) in Parks & Recreation, effective immediately, no change in salary.

#### **PERSONNEL**

## APPOINT LISA HASTINGS/COURT CLERK/JUSTICE DEPARTMENT/

37. RESOLVED, that upon the recommendation of the Town Justices, appoint Lisa Hastings to the position of Court Clerk at a salary of \$85,000.00, effective July 20, 2016.

## AMEND RESOLUTION 384 OF 2015, ESTABLISHING POSITION OF THE TOWN CLERK

**38. WHEREAS,** by Resolution 384 of 2015, the Town Board established the position of Deputy Town Clerk, a title requested to be in the Exempt Class of the N.Y. S. Civil Service; and,

WHEREAS, the resolution that established the position failed to expressly articulate that the Deputy Town Clerk was authorized to act for and in place of the Town Clerk when the Clerk was absent or unavailable;

**NOW, THEREFORE BE IT RESOLVED**, that Resolution 384 or 2015 is hereby amended to expressly provide that the Deputy Town Clerk is, and shall be, authorized to act for and in place of the Town Clerk when the latter shall be absent or otherwise unavailable and unable to act.

## AUTHORIZE SUPERVISOR/CONTRACT COVENTRY HEALTHCARE

39. RESOLVED, that the Town Board hereby approves a one-year contract with Coventry Health Care Workers Compensation, Inc. to provide the Town with managed care services for workers compensation cases, and authorizes the Supervisor, or his designated representative, to sign the said contract. Fees are as described in Appendix I (Schedule of Fees).

#### AUTHORIZE SUPERVISOR/ CSEA EMPLOYEE BENEFIT FUND/RETIREE VISION

40. RESOLVED, that the Town Board approves a Memorandum of Agreement with the CSEA Employee Benefit Fund for the purpose of providing retirees with vision coverage at the retired employees' own expense, and authorizes the Supervisor, or his designated representative, to sign such documents and other agreements as may be required to effectuate this resolution.

Adjournments at \_\_\_\_\_in memory of: ● Jack Daly

- Nora "Marie" Galli, (Former employee of Orangetown, the Assessor's and Receiver of Taxes' s offices)
- Brendan J. Malley, Pearl River
- Angela D. Mattei, Pearl River
- Grace Buhl Meyer, Piermont
- Josephine Sheridan
- Ann F. Wright, Pearl River

#14

Michael Hussey April 27, 2016

227 Manor Blvd Pearl River, NY 10965

Town Board of Orangetown Supervisor Andy Stewart Councilman Dennis Troy Councilman Thomas Diviny Councilman Paul Valentine Councilman Jerry Bottari

26 West Orangeburg Road Orangeburg, NY 10962

#### Dear Town Board of Orangetown:

Through the process of obtaining a building permit and variance, I have become aware of laws prohibiting our proposed renovation due to the Commercial Zoning of my residential property. This property was originally zoned R-15 and some time ago it was rezoned. The date and reason are unknown. I am still checking with the Town's record department for documentation.

At this time I am requesting that the Town Board consider rezoning our property to its original residential zoning R-15.

I purchased this house in the summer of 1997, because I wanted to raise my family in the Town of Pearl River. I chose Pearl River because my wife lived here for 44 years and this is the town we would like our children to grow up in. I feel that any improvement to our home will not only benefit our family but also benefit the neighborhood.

I have the enclosed the following documents that argue to the fact that (Tax Map No 69.09-1-37) should be listed as a Residential Zone (R-15) and not a Commercial Zone.

- Application of Richard D. Ackerman Decision November 30th 1960
   Premises are Zoned R-15 signed by W.W. McKenzie.
- CERTIFICATE OF OCCUPANCY # 7597 Form No. 4 from the Building Inspector Dated August 23rd 1962 stating the dwelling is Zone R-15.
- 3. CERTIFICATE OF OCCUPANCY # 30854 Dated 7/6/2000 From Office of Building, Zoning and Planning Use of Permit Resi Alt and Add Census Code 434 Zoned R-15
- 4. CERTIFICATE OF OCCUPANCY # 33202 Dated 7/24/2003
  From Office of Building, Zoning and Planning
  Use of Permit Resi Alt and Add Census Code 329 Zoned R-15
- 5. Copy of Architect drawings for new front porch
- 6. Town Zoning Map depicting location of property and zones.

I thank you for your time and your service to the "Town of Friendly People"

Sincerely,

Michael Hussey

cc: Charlotte Madigan, Town Clerk

Rei Application of RICHARD D. ACKERMAN DECISION WILL The applicant is presently living Following careful consideration and discussion of the evidence presented and testimony given at the foregoing hearing, the members of the Zoning Board of Appeals voted unanimously in favor of the following decision. The vote of the members, upon roll call, was as follows: The There was appeared the process moses or conditions with remeat to the land for to such W. W. McKenzie

to such W. W. McKenzie

to Charles U. Zimmermann

Aye

Those Walter E. Schneider

Aye

The such as a s are the least of the same of the analysis of the Findings of Pactions for the season is the elit dell'emere elle test mealous Premises are zoned R-15 under the Zoning possible of the Town of Grange town. The Board made a personal inspection of the premises on November 27th, 1960. There safety was no opposition to the application. Applicant seeks to establish three lots and seeks a variance of the provisions of Section 3.12 of the Zoning Ordinance so as to permit two of the lots to have lesser lot widths than required by the provisions of the ordinance. The parcel of land which is the subject of this application contains money a dwelling on what is designated as lot number 1, and accessory building A, and a portion of accessory building B, and on proposed lot number 2 there is the remaining in portion of accessory building he There is remaining a liberal of proposed lot number three.

Applicant proposes to add to proposed lot number two, a parcel of land 1,200 square feet in area from the rear of lot number six owned by his mother. The lot owned by his mother is a non-conforming lot. The applicant has indicated that accessory building B and the Nevenber 30th, 1960. Datisda

barn which is located on lot number three, will be removed. The applicant is presently living in accessory building A. Applicant has stated that if the application is granted, he will erect a house for his own occupancy on proposed lot number two, and will then vacate accessory building A, which will be used for storage of the articles presently stored in accessory building B. There are special circumstances or conditions with respect to the land for which the variance is sought which are peculiar to such land and which do not apply generally to other parcels of land in the neighborhood. These conditions have not resulted from any act of the applicant subsequent to the adoption of the zoning ordinance. The strict application of the provisions of the zoning ordinance would deprive the applicant of the reasonable use of the land. The grant of the variance sought is necessary for such reasonable use and is the minimum variance that will accomplish this purpose. The grant of the variance will be in harmony with the spirit and the general purpose and intent of this ordinance, will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Public safety and welfare will be secured and substantial justice done.

### Decision:

In view of all of the foregoing and the testimony before this Board, the application is GRANTED in accordance with the plot plan submitted, subject, however, to the condition that no building permit may be issued on proposed lot number three until accessory building B and the barn which is presently on lot number 3, are demolished.

W. W. MC KENZIE, Secretary Zoning Board of Appeals Town of Orangetown

Dated: Hevember 30th, 1960.

North High View Ave. Mr. Federel. Lot #5-Hrs. Florance Ackerman hot# Mrs. D. M. Ackerman, 10,100 Sq. FT. Manor Blud. 13,310 Sq. FF. 1,292 Sq. FF. 15,010 Sq. FF. Ž 15,000 Sq.Ft. C Mr. Richard Duppan hot# 10 es Barbour of Silar Champ. 1004 Lot#9 200' 200,

-- Propored side Lines

Litard Leberman, 234 Marson Blud

Camificate Nov. (1) y (

15-16-9

FORM No. 4 BUILDING INSPECTOR

Bulleting Zone Ordinance

Howar of Orangerown, Rockland County, New York

A+1,4+1,041 11 44451 was To

### CERTIFICATE OF OCCUPANCY

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sibuanedkontuhe abovermentkoned premises comforms subsuantially to the approxed plans assper application Olangetown, and Fithe State Building Constitution Gode. and PERMISSION is hereby granted from ins occupancy for the purposes specified below

ZONE

habriminadause, inibe ilszeniczy, pacisi er Lever Carego Dider (Cd. of Apo. Loppoval 11/10/60)

Date August 23mg

### CERTIFICATE OF OCCUPANCY

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

Certificate No: 30854

Issue Date: 07/06/2000

Owner of Property: Michael Hussey

Address of Owner: 227 Manor Blvd., Pearl River

Location: 227 Manor Blvd., Pearl River

Present use of structure or land: one family dwelling

S-B-L: 69.09-1-37 (n)

ZONED: R - 15

Const Type:

Occ Class:

Use of Permit: RESI ALT & ADD Census Code: 434

THIS CERTIFIES that PERMISSION is hereby granted for the OCCUPANCY of the premises herein described, situated on the above mentioned premises for the purposes specified as follows.

Use and designation for the structure or land and nature of work for which this C.O. is issued:

12'x20' wood deck to rear of existing one family dwelling. IT IS RECOMMENDED THAT DECKS BE ADEQUATELY MAINTAINED AND PERIODICALLY INSPECTED FOR SOUNDNESS.

Director, OBZPAE

#### CERTIFICATE OF OCCUPANCY

#### OFFICE OF BUILDING, ZONING AND PLANNING ADMINISTRATION AND ENFORCEMENT TOWN OF ORANGETOWN

Certificate No: 33202

Issue Date: 07/24/2003

Owner of Property: Michael B. Hussey

Address of Owner: 227 Manor Boulevard, Pearl River

Location: 227 Manor Boulevard, Pearl River

Present use of structure or land: one family dwelling

S-B-L: 69.09-1-37 (n)

ZONED: R-15

Const Type:

Occ Class:

Use of Permit:RESI ALT & ADD Census Code:329

THIS CERTIFIES that PERMISSION is hereby granted for the OCCUPANCY of the premises herein described, situated on the above mentioned premises for the purposes specified as follows.

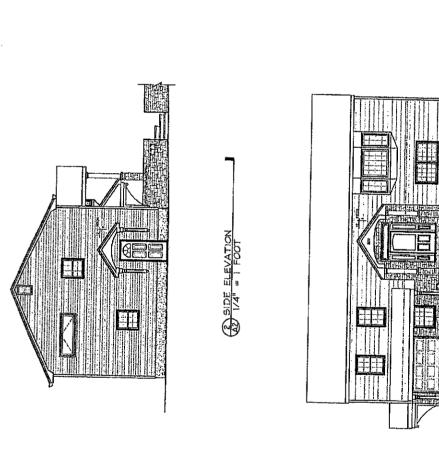
Use and designation for the structure or land and nature of work for which this C.O. is issued:

construction of an 18'x38' inground vinyl liner pool at the rear of a one family dwelling.

THE POOL SHALL BE FENCED AND GATE SHALL BE LOCKED AT ALL TIMES WHEN THE POOL IS NOT IN USE. THIS PERMIT IN NO WAY APPROVES, WARRANTS, OR GUARANTEES THE DESIGN AND CONSTRUCTION OF THE POOL. THE NEW YORK STATE BOARD OF FIRE UNDERWRITERS ADVISES THAT ALL ELECTRICAL AND GROUNDING PROVISIONS BE TESTED FREQUENTLY AND REPAIRS MADE ONLY BY A QUALIFIED LICENSED ELECTRICIAN.

Director, OBZPAE

出出



HUSSEY Renovation 227 MANOR BLVD. Pearl River, N.Y. 10965

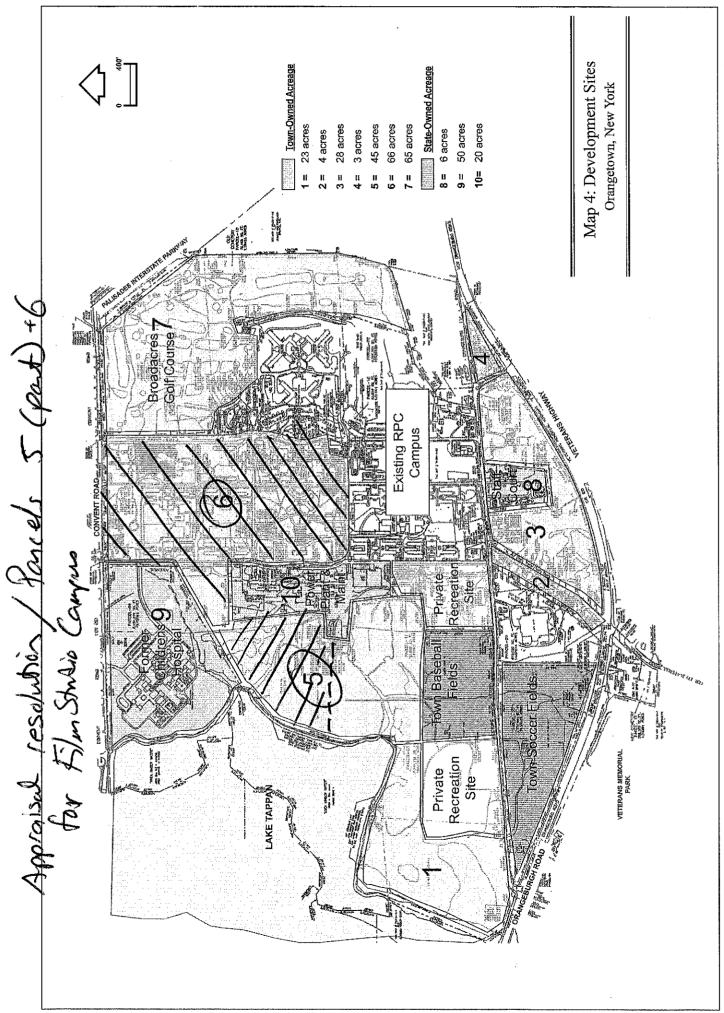
KIER B. LEVESQUE, R.A.
ARCHITECT
49 THIND AVENIE
12 49 THIND AVENIE
13 48-538-2359
ELEVATIONS

SCALE AS SHOWN
DATE
JOB NO. 1587
REVISIONS: SHE

ONC. 1587 PASONS: SPEET NO.

> PROGRESS PRINT DECEMBER 19, 2015

Michael Hussey



#19





# Police Department Town of Orangetown Headquarters One Police Plaza Orangeburg, N.Y. 10962





Kevin A. Nailty Chief of Police

Office (845) 353-3726 TAX (845) 339-3721 knully@orangelown.com

Bisnrolt \* Nauraushann \* Nyack \* Grangeburg \* Palicades \* Pearl River \* Snedens Landing \* Sparkill \* Tappan \* Tappar Grandview
SENT EMAIL

July 6, 2016

Supervisor Andrew Stewart Members of the Town Board Town of Orangetown

RE: Training-Field Training Officer Training
Broome County, N.Y. July 11-13, 2016

Supervisor Stewart and members of the Orangetown Town Board:

I am requesting that the Orangetown Town Board place the following Item on the Town Board Workshop agenda of July 12, 2016, for action at the Regular Town Board Meeting of July 19, 2016.

"Authorize PO Michael Megdanis to attend a Field Training Officer's Course, Broome County, N.Y., July 11-13 2016, at a cost of \$483.13 to be charged to account B.3120.408.16."

Respectfully,

Kevin A. Nulty Chief of Police

Kenia Nulia

CC: Charlotte Madigan, Town Clerks Office

#### TOWN OF ORANGETOWN

#### REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

<del>,</del>	· · · · · · · · · · · · · · · · · · ·				
(Complete Page 1 and forwa	rd original to Finance	Office. Retain copy	for your records	<b>.</b> )	
REQUESTING DEPARTM	ENT: Police Departs	nent DATE: 7	/12/16		
NAME(S) OF PERSON(S)	TO ATTEND: PO M	fichael Megdanis			
CONFERENCE, ETC NA County Sheriff's Office, Bin	ME & LOCATION A	AND DATES: Field to July 13th 2016.	i Training Office	rs Course, Broome	
WHAT DO YOU EXPECT See Attached Course Descrip		TENDANCE (ATT.	ACH COPY OF	BROCHURE):	
DATE(S) LAST ATTENDE	D A SIMILAR CON	FERENCE, ETC.: N	<b>VA</b>		
ESTIMATED EXPENSES:	· disendate in the second and the se	Charge To:	7.00-C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.		
<u>Item</u>	B/3120.50441 Schls & &Confs	B/3120.50480 <u>Travel Exp*</u>	B/3120.161- 50012 <u>Overtime</u>	<u>Totni</u>	
Registration Fee	\$0		\$0		
Lodging	\$ 293.13				
Meals (10 Days @ \$35)	\$ 140.00				
Travel	\$ 50.00				
Total	\$ 483.13			\$ 483.13	
*Use if only travel ex	pense involved				
REMAINING BALANCE IN	0441 Account: \$				
IF TRAVEL ONLY, REMAI	INING BALANCE II	V 0480 Account: \$_	er og en er	dolaroto:	
DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee):					
FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$0480-\$					
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: POLICE DEPARTMENT Date:

Retain photocopy for file.

Field Training Officers Course

Page 1 of 1 # 19

#### Field Training Officers Course

Starting

Date

Monday July 11, 2016 8:00 AM

**End Date** 

Wednesday July 13, 2016 4:00 PM

Contact

Sgt. Sanany L. David

email: scievis@co.broome.ny.us; fax: 607-778-6519

Description

Course Location: Browne County Sheriff's Office

Location Address: 155 Lt. Van Winkle Drive, Binghumton, NY 13905

Training Techt Lt. Mike Halch

Course Description: This course will certify Law Enforcement Officers as Field Training Officers for the purpose of training Academy Recruits for their respective agency. Effective January 1st, 2015, all Academy Recruits must complete their Supervised Field Training with a CERTIFIED Field Training Officer; per MY DCIS.

Students will learn the history behind Field Training, evaluations, re-training, learning concepts, communication, documentation and other relevant topics. Students must be a certified Law Enforcement Officer in NYS and minimum 2 years Law Enforcement experience (recommended).

Choice Hotels, com View in a browser Join Choice Privileges@. lt's Frael Dear Michael Megdanis, We're pleased to confirm your upcoming stay at the Comfort Inn, Binghamton, NY. Below is information about your stay to help you prepare for your trio. See you soon!

Name: Michael Megdanis

Confirmation Number: 469360148 Reservation Status: Reserved

Check In: Sunday, Jul 10, 2016 (3:00 PM) Check Out: Wednesday, Jul 13, 2016 (11:00 AM)

Number of Rooms: 1

View Reservation Details

Please pote: Pet accommodation: 5.00/right, fanit 2 pets per more, up to 60 lbs. Pets may not be left alone in guest rooms. Planta call the hotel for complete pet policy information. Please select the pet triandly room type when booking.

Comfort Inn 1000 Upper Front Street. Binghemiton, NY, US, 13905 +1 (607) 724-3297

Make Another Reservation

#### RESTED, SET, GO.188

When you travel, what do you need to be ready for the day ahead? At Comfort Inn® hotels we think we've got a pretty good idea. With all the amenities you need, and hotels everywhere you want to be, Comfort lan will get you rested and ready for anything.

#### More about Comfort Inn®

Amenhies may very by location.

Name: Michael Megdanis

Confirmation Number: 469360148 Reservation Status: Reserved

Check In: Sunday, Jul 10, 2016 (3:00 PM) Check Out: Wednesday, Jul 13, 2018 (11:00 AM)

Rate Program: Government/Military Rate

Was this information Helpful? How can we do better? ptuskugw@choicehotels.com Cancellation Deadline: If you need to change or cancel this reservation, you may do so up until Saturday, Jul 9, 2016 before 4:00 PM hotel time. The reservation cannot be cancelled through email.

Room Description	Max Room Occupancy	Aduli(s)	Children	Extre Bed	Kightiy Rata
1 Queen Bed, No Smoking Fine High-Speed Wind Internet, Free High-Speed Wireless, Coffee Maker In Room, Hair Oryer, HBO, No Peis Allowed, Individual A/C&Heat, Iron and Ironing Soard, Wake-Up Service, Free Local Calls	2 parants	*		None	Jul 10, 2016 for 3 nights \$97.71 (per night)

#### 1 Queen Bed, No Smoking

Free High-Speed Wired Internet, Free High-Speed Wireless, Collise Maker in Room, Heir Dryer, HBO, No Pets Allowed, Individual A/C&Heat, Iron and Ironing Board, Wake-Up Service, Free Local Calls

Cancellation Deadlins: If you need to change or cancel this reservation, you may do so up until Saturday, Jul 9, 2016 before 4:50 PM hotel time. The reservation cannot be concelled through email.

Sub Total: \*Estimated Tax and Other Charges: \$283.13 \$38.11

Other Charges: Estimated Total:

\$331.24 (US Dollan

#### **Guarantee Policy**

Your room will be held until 7:00 AM the morning following your scheduled arrivel date. If you do not arrive and do not cancel your reservation by the cancellation deadline, your credit card will be charged 1 night's stay plus tax.

Reservations may be changed or cancelled, without a charge, via one of the following methods:

- \* From our View/Change/Cancel Reservation rage.
- By calling our <u>Reservations Center</u> in the U.S. or Canada and giving them your confirmation number.
- . By calling the hotel directly.

Join Choice Privileges, the fest way to free nights! You can earn valuable points toward free hotel room nights, airline miles and more – it's FAST and FREE to join!	

#### **Choice Privileges Benefits**

- Free nights at over 6,000 hotels worldwide start at 8,000 points, with no blackouts!
- · Redeem points for other travel rewards: sirline miles, rental cars and cruises
- · Redeem points for luxury hotels & resorts
- Redeem points for gift cards from leading national retailers and restaurants
- Elife status makes your membership even more rewarding at 10, 20 and 40 nights
- · Create your online account and expedite your reservations





# Police Department Town of Orangetown Headquarters One Police Plaza Orangeburg, N.Y. 10962





**Revize A. Nulty**Chief of Police

PXX (845) 358-3721 kanliniPerangetono.com

Office (845) 359-3726

Blauveli \* Mentauchaum \* Mysck \* Orangelmug \* Palinades \* Pearl River \* Snedom Landing \* Sparkill \* Tappan \* Upper Grandview SENT EMAIL

July 7, 2016

Supervisor Andrew Stewart Members of the Town Board Town of Orangetown

> RE: Training- Basic Juvenile Investigator's Training Course August 29, 2016 to September 2, 2016

Supervisor Stewart and members of the Orangetown Town Board:

I am requesting that the Orangetown Town Board place the following item on the Town Board Workshop agenda of July 12, 2016, for action at the Regular Town Board Meeting of July 19, 2016.

"Authorize Det. Daniel Ryan to attend the NYS Basic Juvenile Investigator' Training in Geneva, N.Y. on August 29, 2016 to September 2, 2016, at a cost of \$1,469.00 to be charged to account B.3120.408.16."

Respectfully,

Kevin A. Nulty Chief of Police

Note: Det. Ryan and Det. Buhler will be staying in the same room. The cost of the room have been placed in Det. Ryan's training request.

CC: Charlotte Madigan, Town Clerks Office



## ORANGETOWN POLICE DEPARTMENT Training Request

Officer: Detective Ryan Date of Reque			of Request:	est: 06/02/2016	
Course Title:Basic Juvenile Date(s) of training: 8/29 Travel Dates (if needed	9/16 throug				
Regularly Scheduled Tour: Date 8/28Tour: : RDO Date 8/29Tour: : RDO Date 8/30Tour: : 1-9 Date 8/31Tour: : 1-9 Date 9/1Tour: : 1-9		Prour:: 1-9 Tour:: 7-3 Tour:: 7-3 Tour:: 7-3 Tour:: 7-3	Date Date Date Date Date	Tour: : 7-3 Tour: : 7-3 Tour: : 7-3 Tour: : 7-3 Tour: : 7-3	
Costs:					
Course Fee: \$200. Travel: \$150. Meals: \$584. Overtime: \$360. Misc Expenses: \$175. Misc Expenses: Misc Expenses: Misc Expenses: Misc Expenses: Misc Expenses: Total: \$146.	00 00 00 Specify: Specify: Specify: Specify:	FOR BOTH OF	Fees		
Squad Supervisor: Detection   Denied	Reason fo	or Denial:	ani <del>Tambil (minal Minal Makel Kabil 1844)</del> 1	DARRY STORE WEIGH AMERIC DESIGN BOWN STORE SCHOOL SHOWS P	
Minimum Staffing Impa	ct: None	Backfill OT Hour	s of Backfill (	Overtime:	
Supervisor Signature:	044	4-7-11/18			
Training Coordinator:					
Was this program prev	iously bud	geted: Yes No			
Approved Denied	Reason fo	or Denial:			



## STATE OF NEW YORK POLICE JUVENILE OFFICERS ASSOCIATION

# 41st ANNUAL TRAINING CONFERENCE

#### Attention:

Police Juvenile Officers - DARE Officers
School Resource Officers - Youth Officers - Training Officers
Child Abuse Multi-Disciplinary Team Members
Juvenile Justice Professionals - School Professionals
Juvenile Aid Bureau Supervisors - School Safety Officers

## AUGUST 29TH through September 2<sup>nd</sup>, 2016 Ramada Inn Lakefront Hotel and Conference Center Geneva, New York

"Dedicated to a Higher Standard of Service to Children and Families"

Accomplished Through Training

#### TOWN OF ORANGETOWN

#### REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete Page I and	forward original to Fin	iance Cince. Ketain	copy for your	records.)			
REQUESTING DEPA	REQUESTING DEPARTMENT: PoliceDATE:_July, 6 2016						
NAME(S) OF PERSO	N(S) TO ATTEND: D	et. Dan Ryan	edificacional de la confront nod establisho a contracte en contracte contracte en c	established had he de designation accordance			
CONFERENCE, ETC.	NAME & LOCATI	ON: _Basic Juvenile	Investigator C	ourse			
The state of the s							
CONFERENCE, ETC.	DATE(S): _August 2	9, 2016-September 2	, 2016	очения, по раме силимент у диналичения.			
WHAT DO YOU EXP				Y OF BROCHURE): with all juvenile situations,			
A A A STATE BY A A A A STATE OF THE STATE OF	Anna Caranta C						
DATE(S) LAST ATTI ETC.:_N/A	ENDED A SIMILAR (	CONFERENCE,					
ESTIMATED EXPEN		, which the					
	B.3120,441.16	Charge to: B.3120.480.1	5				
<u>Item</u>	<u> Schls &amp; &amp;Cor</u>	nfs Travel Exp*					
Registration Fee	\$200	. S					
Lodging		1.6a					
Meals	\$175.00	Control of State of S					
Travel	\$150.00	4. Lead it in the state of all the deleterate sections above the state of the state					
Overtime	\$ 360.00						
Total	\$_1,469.00		the state of the s				
*Use if only tra	avel expense involved						
REMAINING BALAN	NCE IN 0441 Account:						
IF TRAVEL ONLY, R	EMAINING BALAN	CE IN 0480 Accoun					
DEPARTMENT HEA	D APPROVAL/SIGN	ATURE (if not an at	endee):				
FINANCE OFFICE V	ERIFICATION OF FU	JNDS AVAILABILI	TY: 0441-\$_	0480-\$			
TOWN BOARD ACT	ION: Approved	Disapproved	Date:	Res. No.			

#### **2016 TRAINING COURSES**

Selection and Pre-Registration Are Required!!

#### **COURSE A**

#### BASIC POLICE JUVENILE OFFICERS COURSE

#### August 29th thru September 2nd, 2016

NOTE: This course is intended for police officers, peace officers, youth officers, D.A.R.E. Officers, School Resource/Safety Officers assigned to youth services-juvenile aid bureaus, or other law enforcement personnel responsible for investigations of crimes committed by or against juveniles.

#### OVERVIEW

This course is intended for the new juvenile officer enter the field as a juvenile justice specialist, who will be dealing with juvenile issues within their community. It will give Officers a basic introduction to dealing with juvenile related issues, as well as an insight into the systems and programs available to officers when dealing with juvenile issues. It will also give an introduction to handling in depth investigations such as child abuse, sexual abuse, and missing persons. This course is a must for the officer who has been assigned and just entering the juvenile justice field.

This 5-day, 38-hour DCJS-certified course curriculum will include: role of the juvenile officer, laws and procedures of juvenile custody, laws relating to juveniles and applicable case law, functions of related governmental agencies, juvenile diversion programs, investigative techniques, interview and interrogation skills, interviewing the child victim/witness, child abuse investigations, substance abuse, missing persons overview, signs of suicide, and current trends in juvenile crime.

This course is coordinated by the SNYPJOA Board of Directors.

A certificate will be issued by the Bureau of Municipal Police/Division of Criminal Justice Services, for all participants who are police officers.

Presented By:

DCJS Certified Instructors and Experts in the field of Juvenile Justice

#### **CONFERENCE PROGRAM**

#### SUNDAY, AUGUST 28, 2016

3:00 pm to 5:00 pm..... Early Registration, Lobby
8:00 pm..... Executive Director's Reception, Hospitality Room (Seneca Room)

## MONDAY, AUGUST 29, 2016

4	3:30 am - 8:30 am	. Breakfast
4	/:30 am - 2:00pm	Registration
į	3:30 am - 9:00am	Opening Ceremony
į	):00 am –12:00 pm	Classes begin
	2:00 pm - 1:00 pm	
*	:00 pm - 5:00 pm	Classes resume
	5:00 pm	

#### **TUESDAY, AUGUST 30, 2016**

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm	Classes begin
12:00 pm - 1:00 pm	Lunch
1:00 pm - 5:00 pm	Classes resume

#### WEDNESDAY, AUGUST 31, 2016

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm	Classes begin
12:00 pm - 1:00 pm	.Lunch
1:00 pm - 5:00 pm	Classes resume

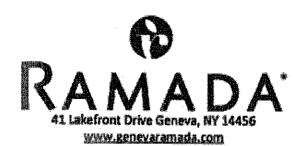
#### **THURSDAY, SEPTEMBER 1, 2016**

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm	Classes begin
12:00 pm - 1:00 pm	Lunch
1:00 pm - 4:00 pm	Classes resume
4:00 pm - 5:00 pm	General Membership Meeting
6:30 pm - 7:30 pm	President's Reception
7:30 pm - 10:30 pm	Banquet Dinner

#### FRIDAY, SEPTEMBER 2, 2016

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm	
12:00 pm - 1:00 pm	.Lunch
1:00 pm - 5:00 pm	Classes resume

NOTE: TIMES SUBJECT TO CHANGE WITHOUT NOTICE



#### State of NY Juvenile Officers Association August 28, 2016 – September 2, 2016

#### **HOTEL RESERVATION FORM**

Please complete this form & fax, small or mail to Ramada Geneva Lakefront

hame:
Address:
Gly:
Daytime Phone Number:
E-Mail:
Arrival Date: Beparture Date:
Sharing a Room With (V Applicable):
Special Requests:(hotel will do their best to accommodate special requests)
Reservations must be guaranteed for arrival. Credit Cards & Purchase Orders accepted. Personal Checks are not accepted. Purchase Orders must be submitted in advance.
Credit Card Guarantee:Exp.
All guest rooms are standard with (1) King or (2) Double Beds. Rooms are based on availability at the time of booking
Package Includes: (5) Nights Accommodations, (5) Breakfasts, (5) Lunches, (2) Dinners & (9) Breaks.
Rates: \$767 Single* \$584.50 Per Person Double Occupancy*  Above rates do not include NYS & Occupancy Tax (13.5%). If guests are tax exempt, a form must be on file upon arrival.
Reservation Deadline: August 8, 2016
Please fax your form to (315) 789-4351 Attn: Sales Office OR EMAIL your form to: <u>kickos@senevaramado.com</u> Reservations can also be made by calling the hotel directly, Block Code "CGJUVY" (315)-789-0400

#### Cancellation Policy:

Cancellations must be made 7 days prior to arrivel or guest will incur a charge in the amount of one night room and tax.





# Police Department Town of Orangetown Headquarters One Police Plaza Orangeburg, N.Y. 10962





Kevin A. Nulty Chief of Police

Office (845) 359-3726 FAX (845) 359-3721 knglip@orangetown.com

Blauvelt \* Nauraushann \* Mynch \* Orangeburg \* Palizedes \* Pearl River \* Snedens Londing \* Sparkill \* Tappan \* Opper Grandview SENT EMAIL

July 7, 2016

Supervisor Andrew Stewart Members of the Town Board Town of Orangetown

RE: Training- Advanced Juvenile Investigator's Training Course August 29, 2016 to September 2, 2016

Supervisor Stewart and members of the Orangetown Town Board:

I am requesting that the Orangetown Town Board place the following item on the Town Board Workshop agenda of July 12, 2016, for action at the Regular Town Board Meeting of July 19, 2016.

"Authorize Det. Frank Buhler to attend the NYS Advance Juvenile Investigator' Training in Geneva, N.Y. on August 29, 2016 to September 2, 2016, at a cost of \$735.0000 to be charged to account B.3120.408.16."

Respectfully,

Kevin A. Nuity Chief of Police

Note: Det. Ryan and Det. Buhler will be staying in the same room. The cost of the room have been placed in Det. Ryan's training request.

CC: Charlotte Madigan, Town Clerks Office



#### ORANGETOWN POLICE DEPARTMENT Training Request

Auticer: Detective Bru	Date of Request: 00/02/2016				
Course Title:Advance Date(s) of trainin Travel Dates (if r	g: 8/29/16 through	tor Course 9/2/2016			
Regularly Scheduled Date 8/28Tour: : RDO Date 8/29Tour: : RDO Date 8/30Tour: : 8-4 Date 8/31Tour: : 8-4 Date 9/1Tour: : 8-4	Date 9/2To Date Date Date	ur:: 8-4 Tour:: 7-3 Tour:: 7-3 Tour:: 7-3 Tour:: 7-3	Date Date Date Date Date	Tour:: 7-3 Tour:: 7-3 Tour:: 7-3 Tour:: 7-3 Tour:: 7-3	
Costs: Course Fee: Travel: Meals: Overtime: Misc Expenses: Misc Expenses: Misc Expenses: Misc Expenses: Misc Expenses: Total:	Specify: Specify: Specify:				
Squad Supervisor: Detective Sergeant Sullivan    Abstacle   Denied   Reason for Denial:     Minimum Staffing Impact:   None   Backfill OT   Hours of Backfill Overtime:     Supervisor Signature:					
Approved   Denied   Reason for Denial:					



# ORANGETOWN POLICE DEPARTMENT Training Request

Signature:	W/Www.enderson
------------	----------------



## STATE OF NEW YORK POLICE JUVENILE OFFICERS ASSOCIATION

# 41st ANNUAL TRAINING CONFERENCE

#### Attention:

Police Juvenile Officers - DARE Officers
School Resource Officers - Youth Officers - Training Officers
Child Abuse Multi-Disciplinary Team Members
Juvenile Justice Professionals - School Professionals
Juvenile Aid Bureau Supervisors - School Safety Officers

## AUGUST 29TH through September 2<sup>nd</sup>, 2016 Ramada Inn Lakefront Hotel and Conference Center Geneva, New York

"Dedicated to a Higher Standard of Service to Children and Families"

Accomplished Through Training

#### TOWN OF ORANGETOWN

#### REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete Page 1 and forward	ird original to Finance	e Office. Retain copy for your records.)
REQUESTING DEPARTM	ENT: Police	DATE: July, 6 2016
NAME(S) OF PERSON(S)	TO ATTEND: Det. F	Fank Buhler
CONFERENCE, ETC NA	AME & LOCATION:	:_Advanced Juvenile Investigator Course
CONFERENCE, ETC. DAT	TE(S): _August 29, 20	016-September 2, 2016
		TTENDANCE (ATTACH COPY OF BROCHURE): on and learn new laws and techniques in juvenile investigations.
DATE(S) LAST ATTENDE 2008		NFERENCE, ETC.:_Basic Juvenile School in
ESTIMATED EXPENSES:		
	Charge to: B.3120.441.16	
<u>Item</u>	Schls & &Confs	Travel Exp*
Registration Fee	\$200	N
Lodging	\$584.00-Double oc	ccupancy Single occupancy 767. Added in Det. Ryan request.
Meals	\$175.00	-55595694505MLCAASAMMAAACONACHOORECUS
Travel	аксия политичного	Name on the SEE OF THE PROPERTY OF THE
Overtime	\$360.00	
Total *Use if only travel expense	\$ 735.00 \$ involved	
REMAINING BALANCE I	N 0441 Account: \$_	
IF TRAVEL ONLY, REMA	VINING BALANCE	IN 0480 Account: S
DEPARTMENT HEAD AP	PROVAL/SIGNATU	URE (if not an attendee):
FINANCE OFFICE VERIF	ICATION OF FUND	OS AVAILABILITY: 0441-\$0480-\$
TOWN BOARD ACTION:	Approved	Disapproved Date: Res. No
REASON FOR DISAPPRO	VAL:	

#### **2016 TRAINING COURSES**

Selection and Pre-Registration Are Required!!

#### **COURSE B**

#### ADVANCED POLICE JUVENILE OFFICERS COURSE

#### August 29th thru September 2nd, 2016

NOTE: This course is intended for Police Juvenile Officers, Youth Officers, D.A.R.E. Officers, School Resource Officers, County Attorneys, Prosecutors, and Probation Officers who have completed the Basic Police Juvenile Officers Course.

#### OVERVIEW

This 5-day, 38-hour DCJS-certified course curriculum is specifically designed to enhance the skills, knowledge and confidence of the attendee and meet the demands of the evolving complex world of Juvenile Justice. Emphasis is placed on finger printable juvenile custody, JAB record keeping, detention issues, responding to missing children and the Interstate Compact on Juveniles, relevant current information regarding legal issues, cutting and self-injurious behavior, crime prevention through environmental design, S.A.V.E. legislation and adolescent lifestyles, including gothic and gangs.

This course is coordinated by the SNYPJOA Board of Directors.

A certificate will be issued by the Bureau of Municipal Police/Division of Criminal Justice Services, for all participants who are police officers.

Presented By:

DCJS Certified Instructors and Experts in the field of Juvenile Justice

#### **CONFERENCE PROGRAM**

#### SUNDAY, AUGUST 28, 2016

3:00 pm to 5:00 pm..... Early Registration, Lobby 8:00 pm..... Executive Director's Reception, Hospitality Room (Seneca Room)

#### MONDAY, AUGUST 29, 2016

6:30 am - 8:30 am	. Breakfast
7:30 am - 2:00pm	Registration
8:30 am - 9:00am	. Opening Ceremony
9:00 am -12:00 pm	Classes begin
12:00 pm - 1:00 pm	
1:00 pm - 5:00 pm	
6:00 pm	

#### **TUESDAY, AUGUST 30, 2016**

6:30 am -	8:30	an in the reserve of the contraction of the contrac	Breakfast
8:00 am -	12:00	DM ********** ***********	Classes begin
12:00 pm	- 1:00	)Marsternesis rutiveseeringung	Lunch
1:00 pm -	5:00 p	*********************	Classes resume

#### WEDNESDAY, AUGUST 31, 2016

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm.,	Classes begin
12:00 pm - 1:00 pm	Lunch
1:00 pm - 5:00 pm	Classes resume

#### **THURSDAY, SEPTEMBER 1, 2016**

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm	Classes begin
12:00 pm - 1:00 pm	Lunch
1:00 pm - 4:00 pm	Classes resume
4:00 pm - 5:00 pm	General Membership Meeting
6:30 pm - 7:30 pm	President's Reception
7:30 pm - 10:30 pm	<b>Banquet Dinner</b>

#### FRIDAY, SEPTEMBER 2, 2016

6:30 am - 8:30 am	Breakfast
8:00 am - 12:00 pm	Classes begin
12:00 pm - 1:00 pm	.Lunch
1:00 pm - 5:00 pm	Classes resume

**NOTE: TIMES SUBJECT TO CHANGE WITHOUT NOTICE** 

#22





Police Department
Town of Orangetown
Headquarters
One Police Plaza
Orangeburg, N.Y. 10962





Kevin A. Nulty
Chief of Police

FAX (849) 309-3721 kenliyêşerangelowe.com

Office (846) 359-3726

Blauvelt \* Nauronabana \* Nyack \* Grangeburg \* Palisades \* Pearl River \* Sandena Landing \* Sparkill \* Tappan \* Epper Grandview SENT EMAIL

July 7, 2016

Supervisor Andrew Stewart Members of the Town Board Town of Orangetown

RE: Training- NYS Intelligence Summit September 27-28, 2016

Supervisor Stewart and members of the Orangetown Town Board:

I am requesting that the Orangetown Town Board place the following item on the Town Board Workshop agenda of July 12, 2016, for action at the Regular Town Board Meeting of July 19, 2016.

"Authorize Chief Kevin A. Nulty to attend the NYS Intelligence Summit in Geneva, N.Y. on September 27-28, 2015, at a cost of \$200.00 to be charged to account B.3120.408.16."

Respectfully,

Kevin A. Nulty Chief of Police

Ken- R. July

CC: Charlotte Madigan, Town Clerks Office

#### TOWN OF ORANGETOWN

#### REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete Page 1 and for	ward original to Finance Office. Retain copy for	your records.)
REQUESTING DEPART	MENT: Police	DATE: July 1, 2016
NAME(S) OF PERSON(S	) TO ATTEND: Chief Kevin A. Nulty	
CONFERENCE, ETC 1 N.Y.	NAME & LOCATION AND DATES: September	er 27-28, 2016, Annual NYS Intelligence Summit, Geneva
WHAT DO YOU EXPEC	T TO GAIN FROM ATTENDANCE (ATTACE	COPY OF BROCHURE):
police chiefs, police communication throughout NYS. It is designed throughout NYS. It is designed to the current trends in law enforcement communication international police agenci	dissioners, Sheriffs', Supervising Federal Agents igned to supply police executives with confident coment; counter-terrorism; review strategies use	ney and local FBI office. The training is geared toward and other command staff personnel from agencies all and law enforcement sensitive information regarding during critical incidents; Emergency Management; law ecial lecturers from prominent federal, state, municipal or mber 2015 (Annual event)
ESTIMATED EXPENSES	: Charge to: B. 3120,408,16.	
Item		entrino e se
TO CONTRACT A	Schla & & Confs Travel Exp*	Total
Registration Fee	None	Sponsored by NYS
Lodging	\$120.00	\$120.00
Meals	\$70.00	\$70.00
Travel	\$10.00	\$10.00
Other	+	disease of the contract of the
Total		3200.00
*Use if only trave	l expense involved	

"Use it 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-S 0480-S
TOWN BOARD ACTION: Approved Disapproved Date: Res. No.
REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE:

DISTRIBUTION BY TOWN CL Original to Head of Req Retain photocopy for file	aesting Department: <u>POLICE DEP</u>	ARTMENT Date:	
(030405) REPORT (	OF ATTENDANCE AT CONFERI	ENCE, MEETING, SEMINAR OR SCHO	ιόι.
	isor's Office - Retain copy for you	7.5 7.5 0.4 5.4 3.2 0.4 0.4 0.4 0.4 0.4 0.4 0.4 0.4 0.4 0.4	actions and the second and the secon
To: TOWN BOARD		*	
BRIEF REPORT ON CO	ONFERENCE, ETC. (Attach copy	of handous):	
TOWN BENEFIT(S) DERIVED			
		FROM ATTENDANCE:	
	LD BENEFIT FROM ATTENDIN	IG SIMILAR FUTURE CONFERENCES,	
			•
ACTUAL EXPENSES (Attach b			ua-vocas,
Registration Fee \$	Lodging \$ Meal	s S Travel S	
Other \$		Total \$	
ATTENDEE(S): (Please print)			
NAME	MINISTER STONATURE:	DATE	
NAME	SIGNATURE:	DATE	
NAME	SIGNATURE	DATE	
REVIEWED BY DEPARTMENT	HEAD (If not an attendee):		
SIGNATURE:	THE STATE OF THE S	DATE:	
		NI - DATE:	
		990002200 https://doi.org/10.0000/10.000000000000000000000000000	
		nove and the second move	
TOWN BOARD SIGNATURES:	our mentalement of the the defending will be made to defend the defendable the defendable of the defendable of		900 <del>0000</del> 00-11 to the fact of an extension of the second and are second and an extension of the second and are second and an extension of the second and are secon
Supervisor Membe	r Member Memb	er Member	come.
DISTRIBUTION BY TOWN CLI Original to Finance Office Photocopy to originating Retain photocopy for file	e with bills, receipts & voucher – D Department Head – Date:	After.	

# 

Geneva, NY

Registrator information Forthcoming

Please do not forward, post or otherwise distribute this notice.

#### Assessor's Office Inter - Office Memo

To:

Town Clerk: Finance Office

July 16, 2016

From: Brian Kenney

Re

Base Proportion Resolution

The attached are calculated Base and Adjusted Base Proportions which have been reviewed by the NYS Office of Real Property as to their accuracy.

Please place this item on the next available meeting agenda for Town Board approval:

RESOLVED, that upon the recommendation of the Assessor, the Town Board hereby adopts the Certificate of Current Homestead Base Proportions and Adjusted Base Proportions (Forms 6701 & 6703) pursuant to Article 19, Section 1903 of New York State Real Property Tax Law for the Levy of Taxes on the 2016 Assessment Roll, and the Town Clerk is hereby authorized to affix Town Certification.

For comparison purposes, the following is a table indicating last year's  $\underline{\textit{Town-Wide}}$  & Town Outside Villages Adjusted Base Proportions;

Town-Wide	2015	2016	TOV	2015	2016
Homestead	66.0007	65.67675		64.81862	64.61559
Non-Homestead	33.9993	34.32325		35.18198	35.38441

And Comme

RP-\$703		S 94.	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714	F REAL PROPERTY	SERVICES		
	c	ERTIFICATE OF AL	JUSTED BASE PRO 2016	PORTIONS PURSUA	CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPIL.  FOR THE 2016 ASSESSMENT ROLL	T.	
Approved Assessing Unit Name of Portion Reference Ro Levy Rolf	sing Unit 2015 2016	Town of Orangetown, 392400 Town of Orangetown, 392400	a, 392400 a, 392400		·		CERTIFICATION
Section	DETERMI EQUALIZAT (A) Total Total Total Total Total Reference Rofi	NATION OF PORTICION CHANGES AN (B) Total Assessed Value of Physical and Quantily Increases between the Reference Roll and Levy Roll	NY CLASS NET CHAI CC) TO CC) TO CC) TO CC) TO CC) TO CC) TO CC	NGE IN ASSESSED N F CLASS CHANGE IN (D) Net Assessed Value of Physical and Quantity Changes	DETERMINATION OF PORTION SLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUAN EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR (P) (D) (D) Surwing Saed Value Assessed Value Assessed Value Assessed Value Assessed Value Assessed Value (F) Physical and of Physical and of Physical and of Physical and between the Bet	MENT FACTOR	
Class				()	(A-C)		
Homestead	2,970,097,257	10,804,460	1,608,115	9,196,345	2,968,489,142		•
Nonhomestea	979,737,043	65,116,935	ŧ	65,118,935	979,737,013		
Class		(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Lavy Roll	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (HIE)-1		I, the clark of the legislative body of the approved assessing unit identified above, heraby certify that the legislative body determined on the parcentages, current percentages, and current these preportions as set forth herein for the assessment roll and portion as identified above.
Homestead		1,031,974	4,319,597	(3,287,623)	68866'0		
Nonhomestead	-	2,365,000	205,123,680	(202,758,680)	0.79305		
Section #	(J) Taxable Assessed Value on the Levy Rolf	(K) Taxable Assessed Value on the Levy Roll	COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR  (K)  (K)  (L)  Taxable Assessed Value of Total Taxable Total Taxable Assessed Value on the on the levy Rolf Levy Rolf Reference on the Levy Rolf Reference Total Taxable Assessed Value Total Taxable Assessed Value Assessed Value Assessed Value Assessed Value Total Taxable Assessed Value on the Levy Rolf Reference Total Taxable Assessed Value on the Assessed Value on the Assessed Value on the Assessed Value of Total Taxable Assessed V	is ADJUSTMENT FA  (M)  Total Taxable  Assessed Value  on the Levy Roll	(CTOR (N) (N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor	signature
Class		at the Reference Roll Level of Assessmen (34)	를	at the Reference Roll Level of Assessment (K+L)		(N/M)	
Homestead	2,685,656,765	2,889,055,416		2,889,056,416	2,873,664,986	1.00535603	Called Commence of the Commenc
Nonhomestea	767,322,027	967,560,817	83,650,900	1,051,211,717	1,029,965,122	1.02063837	
		COMPUT	COMPUTATION OF ADJUSTED BASE PROPORTIONS	D BASE PROPORTI	ONS	***************************************	
Section III	(P) Current Base Proportions		(Q) Current Base Proportions adjusted for Physical and Quantity Changes		(R) Adjusted Base Proportions		
Class	66.0180		(P*O) 68,36961		(Q/sum of Q) 65,67675	<i>.</i>	
Nonhomestea	33,9840		34.68534		34.32325		
iotal	400,000,000		101.05496		100,000,000		

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Compression of the second seco	× esa	400,000,000			100,00000	100.00000	94.72112	100.00000	Total
	And the second control of the second control	33,9840	-	-0.05%	33,99930	33,98397	32,18999	43.93469	Nonhomestead
	* *	66.0160	-	0,02%	66,00070	65,01603	62.53112	56.06531	Homestead
- orac w Silitabilitation man	# HIT		(L*1.05)	((KJL)-1*100)		(L'sum of J)	1,010).		Class
menting mission properties and the national section of the section	signature	(O) Current Base Proportion	(N) Maximum Current Base Proportion	% difference between prior Adjusted Base Proportion and Prospective Current	(L) Adustied Base Proportion used for Prior Tax Levy	(K) (L) (M) Prospective Adustied % difference Current Base Proportion between prior Proportion used for Adjusted Part (J) Prior Tex Levy Base Proportion Prorated and Prospective to 100.00 Rese Proportion Rese Proportion	(J) Updatad Local Base Proportion	Local Base Proportion for the for the 1990 Assessment Foil	Section III
	, w	100.000000		8,134,259,306	CI IDEENT BACE	TERMINATION OF	j	3,903,626,108	Total
ad above.	assessment roll and portion as i	22,08221		1,796,224,489		57.34		1,029,955,122	Nonhomestead
antages, and	uac um legislave pody geterminet or;   base percentages, current percentages;   current hase pronordors as set forth have	77.91779	•	6,338,034,817		45.34		2,873,664,966	Homestead
y of the approved hareby certify	The clark of the legislative body of the assessing unit (dentified above, hereby the legislative body).	(H) Current Percentages (G/sum of G)		(G) Estimated Market Value E(F/100)		(F) Prior Year Class Equalization Raje		(E) Prior Year Taxable Assessed Value including Special Franchise	Class
	· *			ERCENTAGES	OF CURRENT PL	DETERMINATION OF CURRENT PERCENTAGES			
	<b>≜. 3</b> 4_	1,00,00000		2,757,981,780				3,419,225,981	Total
	* *	30.13903	•	831,222,976		137.32		1,141,435,390	Nonhomestead
	* *	69.85097	***	1,926,738,784		118.22		2,277,790,591	Homestead
	, 1 x + x +	(D) Base Percentages (C/sum of C)		(C) Estimated Market Value A(B/100)		(B) 1989 Class Equalization Rate		(A) 1989 Taxable Assessed Value	Class
	<b>*</b> ₩.		***************************************	RCENTAGES	DETERMINATION OF BASE PERCENTAGES	DETERMINATI	educinalistic designaturalistic manus e	a, manarengarpenanerenjanerenjangere, a	
<b>2</b>	CERTIFICATION			·			Town of Orangelown, 392400 Town of Orangelown, 392400		Approved Assessing Unit Name of Portion
		· · · · · · · · · · · · · · · · · · ·	GES AND IL, FOR THE	RENT PERCENTAGE O ARTICLE 19, RPTL, ASSESSMENT ROLL	CENTAGES, CUR NS PURSUANT TO 2016	CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2016 ASSESSMENT ROLL	CERTIFIC/ CURRENT B LEVY OF T	为····································	· · · · · · · · · · · · · · · · · · ·
10/27/99			G	OPERTY SERVICE Y 12210-2714	NUE, ALBANY, N	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714	NEW		

RP-6703		NEW Y	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714	E, ALBANY, NY 13	2210-2714		
		CERTIFICATE OF A	ADJUSTED BASE P	ROPORTIONS PL	CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTI, FOR THE 2016 ASSESSMENT ROLL	LE 19, RPT.	
Approved Assessing Unit Name of Portion Reference Ri Levy Roll	ssing Unit n 2015	Town of Crangelown, 392400 Orangetown TOV, 392489					CERTIFICATION
Section	DETERN EQUALIZA: (A) Total Total Assessed Value on the	INATION OF PORTION CHANGES AI (B) Total Assessed Value of Physical and	TION CLASS NET IND COMPUTATION (C) Total Assessed Value of Physical and	CHANGE IN ASSE NOF CLASS CHAIN (D) Not Assessed Value of	SSED VALUE DUE NGE IN LEVEL OF J (E) Surviving Total Assessed Value	DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND Q EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTO (A) (B) (C) (D) (E) (E) (D) (E) (E) (E) (E) (E) (E) (E) (E) (E) (E	* * T * * T
	<u>S</u>	Ouantity Increases between the Reference Roll and Levy Roll	Outside and the projection and controlling the	Physical and Juantity Changes	on the Reference Roll		
Class		ensul Chât	dist Forth 1880	<b>6</b> -0	(A-C)		***
Homestead	2,389,389,139	8,895,600	836,716	7,258,585	2,338,552,424		* * ·
Nonhomeste	815,800,355	54,062,748	1,020,600	63,042,145	814,779,755		<b>.</b>
1		(F) Total Assessed Value	(G) Total Assessed Value	(H) Net Equalization	Change in Level of		* * * * * * * * * * * * * * * * * * *
Class		of Equalization increases between the Reference Roll and Levy Roll	of Equalization Decreases between the Reference Roll and Levy Roll	Changes	Assessment Factor (H/E)+1		* assessing unit identified above, hereby bettify in that the legislative body determined on that the legislative body determined on the base percentages, current percentages, and current base proportions as set forth le
Homestead		558,974	2,931,462	(2,374,508)	0.99898		* *
		COMPUTATIO	COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR	ASS ADJUSTME	NT FACTOR	A construct of the second	* 7
Section III	(J) Faxable Assessed Value on the Levy Roll	(K) Taxable Assessed Value on the Levy Roll	(L) Assessed Value of Special Franchise & on the Levy Roll	(M) Total Taxable Assessed Value on the Levy Roll	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor	Signatura .
	E.	at the Reference Roll Level of Assessmer	E 20	at the Reference Roll wel of Assessment	CASCINE BRICES CANADA	,	# HB
Class		CB		(K+L)		(M/M)	* *
Homestead	2,284,910,679	2,267,212,650	Ö	2,267,212,650	2,254,028,020	1,00585	
Nonhomesta	504,924,356	803,091,443	71,022,180	874,113,623	866,732,527	1.02148	•
		СОМРИ	COMPUTATION OF ADJUSTED BASE PROPORTIONS	TED BASE PROP	ORTIONS	- dimension of the second seco	
aw nonced	Current		Current (Q)		Adjusted		% # ·4
	Base Proportions		Base Proportions adjusted for Physical and		Base Proportions		
Class			(P*O)	•	(Q/sum of Q)		* * ·
Homestead	64.967380		65.34738	,	64,61559		* * .
Nonhomeste	35,032640		35.78514		35.38441		***:

.

DETERMINATION OF BASE PERCENTAGES	ਾਂ ਹਨਤ ਨੇ
(C) Estimated Market Value AREH(10)	_
A(B)100) 1;526,286,236: 657,293,527 2;183,581,864	A(B)100) A(B)100) 1;526,286,236: 65,292,627 2,183,581,864 100,00000
118.62 1,526,289,238: 139.63 657,293.627 2,183,581,864  DETERMINATION OF CURRENT PERCENTAGES  (F) (0) Prior Year (0) Class Cyalive Equalization Raise Equalization Ra	
	2 2

RP-6703	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714  CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL  FOR THE 2015 ASSESSMENT ROLL
Approved Assessing Unit Name of Portion Reference F Levy Roll	isessing Unit Iton 2013
Section 1	DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE-TO PHYSICAL AND QUANT EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR (P) (O) (E) (O) (E) (O) (F) (O) (F) (O) (O) (F) (O) (O) (O) (O) (O) (O) (O) (O) (O) (O
Class	
Homestead	925,693,146
Nonhomest	263,419,643
Cinass	2.
Homestead	
ecces ecce ecces ecces ecces ecces ecces ecces ecces ecces ecces ecces ecce ecces ecce ecces ecces ecces ecces ecce ec ec	(J) (K) School Taxable School Taxable School Taxable Assessed Value Assessed Value on the Levy Roll Levy Roll Levy Roll
Class	excluding at the Special Franchise. Reference Roll Level of Assessment (JII)
* Homestead	352,818,868
Nonhomest	Nonhomest 242905335
2	
Section III	(F)
	Proportions
Class Homestead	Class * Homestead
Nonhomest	Nonhomest
+	

Takal	Nonhomestea	Homestead	Class		Section III	Total	Nonhomestea	Homestead	Class		Section II	Total	Nonhomestea	Homestead	Class			Section I	Approved Assessing Unit Name of Portion	***	2,000
000000	39.06308	60.93692		(I) Local Base Proportion for the 1990 Assessment Roll		1,187,166,839	271,082,290	Special Franchise 916,084,549	Assessed Value including	Prior Year School Taxable	M	1,010,207,486	285,139,606	725,067,880	Assessed value	Taxable	1989 1989			*****	
01,007,600	31 38426	65.18231	I*(HID)	(J) Updated Local Base Proportion					· m						P***	,			Town of Orangetown, 392400 Pearl River SD, 392408	CERTIFICA CURRENT B LEVY OF 1	
7 JOH 14	s rous ce	67.49987	(J/sum of J)	(K) Prospective Current Base Proportion Part (J) Prorated to 100,00	TERMINATION	·	50,09	<i>4</i> 5.08	Equalization Rate	Prior Year Class	(F)	distriction of the second	133.63	120,43	Equalization Kate	Class	1989 1989	DETERMIN	own, 392400 992408	CERTIFICATE OF BASE PE URRENT BASE PROPORTI LEVY OF TAXES ON THE	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714
32,33040	20 65840	67.44360		(L) Adissted Base Proportion used for Prior Tax Levy	OF CURRENT B.						ON OF CURKEN				***			ATION OF BASE		ERCENTAGES, C IONS PURSUANI 2016	VENUE, ALBAN
92.7 E.M.	784 y U	0.08%	((K/L)-1*100)	(M) % difference between prior Adjusted Base Proportion and Prospective Current	DETERMINATION OF CURRENT BASE PROPORTIONS	2,574,223,169	541,190,437	2,033,032,732	Value E/(F/100)	Estimated Market	(F) (G)	815,445,765	213,379,934	602,065,831	Value A/(B/100)	Market	Estimated	DETERMINATION OF BASE PERCENTAGES		CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2016 ASSESSMENT ROLL	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714
			(1,1.05)	(N) Maximum Current Base Proportion	SNC						Ġ.	And the second s						0,2	Distribution of the state of th	ENTAGES AND 3, RPTL, FOR TH ROLL	4 8 8 8 8
01.000.20	33 50013	67,49987		(0) Current Base Proportions		100.00000	21.02345	78.97655	(G/sum of G)	Current Percentages	3	100,00000	26,16727	73.83273	(C/sum of C)	Percentages	Base	:	Transmittation and the state of		
oz. ovo i s	* *	* *	title	* signature	* *	*	<ul> <li>current base proportions as set forth herein for the</li> <li>assessment roll and portion as identified above.</li> </ul>	that the legislative body determined on base percentages, current percentages, and	<ul> <li>i, the clerk of the legislative body of the approved</li> <li>assessing unit identified above, hereby certify</li> </ul>	***	* * *	<b>第</b> : 報	* *	* 4	* * * * * * * * * * * * * * * * * * * *	; w	pr d	* *	CERTIFICATION	化化苯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲	sal vzíni.

Principality and the constant of the constant	A herdeskerkingskerdeskerking	100.00000	***************************************	100,32243	· enu reputable to jake entre	100,00000	Total
	s •	38,53616		38,66041		38.32535	* Nonhomestea
	* 5	81.46384		61.66202		61.67365	Homestead
	¥:€, ¥: ±	(Colsum of C)		Physical and Quantity Changes (P*O)			Class
	<b>3• 4°. 4°. 8°. 4°.</b>	(R) Adjusted Base Proportions		(Q) Current Base Proportions adjusted for		(P) Current Base Proportions	й ж ж ң н   
	: :	RTIONS	ED BASE PROPO	COMPUTATION OF ADJUSTED BASE PROPORTIONS	COMPUT		Section III
	1.00872	151,324,922	152,643,892	11,586,978	140,754,914	1,40,154,460	* Nonhomestea
Cate	0.99981 *	444,210,275	444,126,521	0	444,126,521	449,362,633	· Homestead
ui⊕	(MAN)	<b>74.</b>	at the Reference Roll avel of Assessmer (K+L)	<b>₽</b> ₽	at the Reference Roll Level of Assessment (JII)	hise	Ca S
SPLEATER	(O) Class Adjustment Factor	(N) School Taxable Assessed Value on the Reference Roll	(M) Total Taxable Assessed Value on the Levy Roll	(L) Assessed Value of Special Franchise on the Levy Roll	(K) School Taxable Assessed Value on the Levy Roll	(J) School Taxable Assessed Value on the Levy Roll	** * * * <sub>*</sub> *
	:	FACTOR	SS ADJUSTMEN	COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR	COMPUTATION		Section II
	* *.	0.99573	(602,500)	602,500	*		* Monhomestead
	• ×	0.99828	(767,775)	1,342,775	575,000		Homestead
* I, the clerk of the legislative body of the approved  * assessing unit identified above, hereby certify  * that the legislative, body determined on  * base percentages, current percentages, and  * base percentages, current percentages, and  * current base proportions as safforth herein for the  * assessment roll and portion as identified above.  * assessment roll and portion as identified above.	* 2 t N t 2 2 2 2	in Level of Assessment Factor	Equalization Changes (F-G)	Assessed Value of Equalization Dacreases between the Reference Roll and Levy Roll	Assessed Value of Equalization Increases between the Reference Roll and Levy Roll		* * * * * * * * * * * * * * * * * * *
	* *	(I) Change	Z Œ	(G)	Total		• •
		141,234,614	992,580	63,610	1,058,190	7,47,288,224	* Nonhomestea
	, a .	446,386,416	433,300	511,400	\$44,700	446,897,816	Homestead
		Surviving Total Assessed Value on the Reference Roll  (A-C)	Assessed Value of Physical and Quantity Changes (B-C)	(C) Total Assessed Value of Physical and Quantilly Decreases Deliver the Reference Roll and Levy Roll	Total Assessed Value of Physical and Quantity thoreases Reference Roll and Levy Roll	(A) Total Assessed Value on the Reference Roll	Class
	DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUAL A EQUIALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR	ENTEVEL OF AS	NGE IN ASSESSE	COMPUTATION O	ATION OF PORTION ON CHANGES AND	DETERMIN EQUALIZATI	Section I
CERTIFICATION	-			. 392/400	Town of Orangetown, 392400 Nyack SD, 392404	297 207	Approved Assessing Unit Name of Portion Reference Ro * Levy Roll
	E 19, RPTL	UANT TO ARTICLE	PORTIONS PURS	USTED BASE PRO	CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTU FOR THE 2014 ASSESSMENT ROLL	C,	. ar h
:00/77/00		RTY SERVICES 10-2714	OF REAL PROPEI	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714	18 SI NEW YOR		RP-6703
《李·李·李·李·李·李·李·李·李·李·李·李·李·李·李·李·李·李·李·	*******************	abitradesistations as	ide properties de la company d	医电影性医医性动物 医克里克氏试验检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检检	*****************	seabed parentage seems ees	

RP-6701		NEW YOU CERTIFICATI	SHERIDAN AVE	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714  CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PERCENTAGES, CURRENT TO ARTICLE 19, RPTL, FOR THE	NY 12210-2714 NY 12210-2714 NRENT PERCE	NTAGES AND RPTL, FOR TH	m	10/27/89
Approved Assessing Unit Name of Portlon	sing Unit	Town of Orangetown, 392400 Nyack SD, 392404	vn, 392400	· · · · · · · · · · · · · · · · · · ·				CERTIFICATION
Section 1	erengerere degreen en en en elektrische degree		DETERMINAT	DETERMINATION OF BASE PERCENTAGES	ERCENTAGES	marendreniemarendre	- Annual and a second	·s & a
	(A) 1989 Taxable		(B) 1989 Class		(C) Estimated Market		(D) Base Parcentages	
* Class	Assessed Value	m	Equalization Rate		Value A/(B/100)		(Clsum of C)	
Homeslead	385,549,825		121.54		317,220,524		67.13934	
Nonhomestead	201,636,566		129.87		155,260,311		32,86066	• •
Total	587,186,391				472,480,835		100.00000	9 A 1
Sections		9	ETERMINATION	DETERMINATION OF CURRENT PERCENTAGES	MERCENTAGES			, a :
	Ī		E		9		Œ	v. &
	School Taxable		Class		Market		Percentages	# Tity (
* Class	including Special Franchise	.(. 1			EXFITED) Yes both		(G/sum of G)	assessing unit identified above, hereby certify that the legislative body determined on
Northomestead	151,324,922		50.09		302,106,053		23.51652	<ul> <li>current base proportions as set forth herein for the</li> <li>assessment roll and portion as identified above.</li> </ul>
Total	595,535,197				1,284,654,770		1,00,00,000	
Section III		DET	ERMINATION O	DETERMINATION OF CURRENT BASE PROPORTIONS	SE PROPORTIO	X S		Jan San 1
	(I) Local Base Proportion			n n	(M) % difference between prior	(N) Maximum Current	(©) Current lese Proportion	andringforesterming in a suppression in the contract of the co
	for the 1990 Assessment Roll		Proportion Part (J) Prorated to 100,00	used for Adjusted Prior Tax Levy Base Proportion and Prospective Current Base Proportion	Adjusted Base Proportion and Prospective Current Base Proportion	ig.	,	ទំពីវិទ្យាទំ
Class		(CIHI)	(Jisum of J)		((K/L)-17100)	(1.1, 105)		* 100
Homestead	50.27103	57,26752	61.67365	61,78620	-0.18%		61.67365	₹. P
Nonhomeskead	49.72897	35.58821	38.32635	38.21490	0.29%		38,32635	The second of th
Total	00000,601	92,86573	100.0000	01000,000			100,00000	, vain

1		16	SHERIDAN AVEN	UE, ALBANY, NY	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714		
		CERTIFICATE OF A	ADJUSTED BASE!	PROPORTIONS PURS	CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL. FOR THE 2016 ASSESSMENT ROLL	ICLE 19, RPIL	areaspiratural existicaturat in the constant of
Approved Assessing Unit Name of Partion Reference Roll Levy Roll	2015 2016	Town of Orangetown South Orangetown					CERTIFICATION
Section 1	DETERMIN EQUALIZAT	NATION OF PORTI	ON CLASS NET C	HANGE IN ASSE	SSED VALUE DUE	DETERMINATION OF PORTION CLASS NET CHANGE ALASSESSED VALUE DUE TO PHYSICAL AND QUA EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR	
	Total Assessed Value on the	Total Assessed Value of Physical and	Total Assessed Value of Physical and	Assessed Value	Surviving Total Assessed Value		* * ** * *
	Reference Roll (	Reference Roll Quantity Increases Quantity Decreases between the between the Reference Roll Reference Roll	between the Reference Roll (	Physical and Culantity Changes	on the Reference Roll		* * · i *
Class		and Levy Kon	and Levy You	Be	P.		• •
Homestead	1,465,306,445	6,360,500	525,560	.5,834,950	1,454,780,895		• •
Nonhomestead	330,239,536	1,874,525	687,510	1,187,015	329,552,026		* *
:		(F) Total Assessed Value of Equalization Increases	(G) Total Assessed Value of Equalization Decreases	(H) Net Equalization Changes	(I) Change in Level of Assessment		.  1. the clerk of the legislative body of the approved  2. assessing unit identified above, hereby certify  4. that the lookshive body despirations of the second of the
Class		Reference Roll and Levy Roll	Reference Roll and Levy Roll	(F-Q)	H(1)+4		base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.
Horriestead		168,400	2,152,484	(1.986,084)	0.99863		• *
* Nonhomestead		4	2,205,080	(2,205,080)	0.99331		4:4
Sartion II	A constant of the constant of	COMPUTATIO	COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR	HASS ADJUSTNI	ENT FACTOR		* a ·
	(J) School Taxable Assessed Value on the Levy Roll	(K) (L) (M) Schroll Texable Assessed Value of Total Taxable Assessed Value Special Franchise Assessed Value on the on the Levy Roll Levy Roll	(L) Assessed Value of Special Franchise on the Levy Roll		(N) School Taxable Assessed Value on the Perference Roll	(O) Class Adjustment Fector	signature
ø	₩.	£ €	at the at the Reference Roll Reference Roll Reference Roll Level of Assessment	at the Reference Roll wel of Assessment		: :	Me Me
Homestead	1,439,882,889	1,441,851,321	0	1,441,851,321	1,433,083,811	1,00612	* date
Nonhomestead	317,274,875	319,412,107	46,212,107	365,624,214	360,025,565	1.01555	v ≱tv4
		COMPU	COMPUTATION OF ADJUSTED BASE PROPORTIONS	STED BASE PRO	PORTIONS		***
Section III	(P) Current Base		(C) Current Base		(R) Adjusted Base		• • • •
Class	Proportions		eroportions adjusted for Physical and Quantity Changes (P*O)	·	Proportions (Q/sum of Q)		
Homestead	70,85191		71.28538	·	70.65862		• •
* Nonhomestead	29,14809		29.60136		29.34118		• •
							•

* RP-8701		91 XA MEN	SHERIDAN AVE	NUE ALBANY, N	NEW YORK SIAIE OFFICE OF REAL PROPERTY SERVICES 18 SHERIDAN AVENUE, ALBANY, NY 12210-2714	Ü		sall Time.
		CERTIFICATI CURRENT BAS LEWY OF TA)	E OF BASE PERMISE PROPORTION	CENTAGES, CUI VS PURSUANT T 2016	CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2016 ASSESSMENT ROLL	AGES AND PTL FOR THE DLL		
Approved Assessing Unit Name of Portion	Sing Unit	Town of Orangetown, 392400 South Orangetown SD, 392401						CERTIFICATION
			DETERMINATI	DETERMINATION OF BASE PERCENTAGES	RCENTAGES			
Secuon	(A) 1989		7 2896 2896 2896		(C) Estimated		(D) Base	
Class	Assessed Value	m	Equalization Rate		Value A(B/100)		(Cisum of C)	
Homestead	1,144,567,880		115.92		987,377,398		72.57897	
Nonhomestead	488,534,067		130.96		373,640,674		27,42103	
Total	1,633,101,947				1,360,418,072		100.00000	
Cardian B		<u> </u>	DETERMINATION OF CURRENT PERCENTAGES	OF CURRENT P	ERCENTAGES	. Andrews of the second		
	(E) Prior Year School Taxable Assessed Value		(F) Prior Year Class Equalization Rate		(G) Estimated Market Value		(H) Current Percentages	I, the clerk of the legislative body of the approved
Homestead	3,433,083,611		45.18		3,171,942,919		81.52827	
Nonhomestead	380,025,565		50,09		718,757,367		16.47373	assessment roll and portion as identified above.
Total	1,793,109,376				3,890,700,286		100.00000	
Section III		DETE	ERMINATION OF	CURRENT BAS	DETERMINATION OF CURRENT BASE PROPORTIONS			
	(I) Local Base Proportion for the 1998 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Basse Propertion Part (J) Provaled to 100.00	(L) Adusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion	(N) Maximum Current Base Proportion	(0) Current Sase Proportion	Ginetifix
Class		r(HD)	(Jisum of J)		(0011-(100))	(1.1.05)		ille
Homestead	59,31473	66.52686	70.85191	70.54042	0.44%		70.85191	
Nonhomestead	40,68527	27,40993	29.14809	29.14810	0,00%		29,14809	en kontrologische Bedeutsche Stenden und den der der den der
Fotal	100,00000	94,03679	100.0000	99.68852			100,000000	- CO TO

RP-6703		NEW YO	HERIDAN AVENL	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714	ERTY SERVICES 2210-2714		
	C	ERTIFICATE OF A	DJUSTED BASE PI	ROPORTIONS PUR ASSESSMENT RO	CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL FOR THE 2016 ASSESSMENT ROLL	19, RPTL	
Approved Assessing Unit Name of Portion Reference fall Levy Roll	201	Town of Orangelown, 392400 Namuet SD, 392008	#, 392400 B				CERTHICATION
* Section I	DETERMINA EQUALIZATI (A) Total	ATION OF PORTIO	N CLASS NET CH D COMPUTATION (C) Total	ANGE IN ASSESS OF CLASS CHAN (D)	DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUAN EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR (B) (C) (D) (E)  Total Total Net Surviving	HYSICAL AND QUAN ESSMENT FACTOR	
	Assessed value on the Reference Roll (	of Physical and Cuantify increased Cuantify Decreases between the between the Rafarance Roll Reference Roll	Assessed value of Physical and hearthy Decreases between the Reference Roll	Physical and Ouanity Changes	Assessed Value on the Reference Roll		r > 2, 5 4
Class		and Levy Koll	and Levy Koil	(B-C)	(A-C)		• • •
Homestead	142,199,850	302,800	21,400.0	261,400	142,178,450		
Nonhomestead	244,779,510	50,190,000	ŧ	60,190,000	244,779,610		· • *
		(F) Total Assessed Value	(G) Total Assessed Value	(H) Net Equalization	(0) Change In Level of		* the clark of the legislative body of the approved.
Ci- bir Sis			of Equalization Decreases between the Reference Roll and Levy Roll	Changes	Assessment Factor		* assassing unit identified above, hereby certify that the legislative body determined on base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.
Homestead		8,200	\$7,900	(89,700)	0.99937		•
Nonhomestead		2,310,000	190,215,170	(187,905,170)	0.23235		* .**
A-disa II		COMPUTATIO	N OF PORTION C	COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR	NT FACTOR	and the second s	
Section II		9 6	ése of	(M) Total Taxable Assessed Value on the Levy Roll	(N) School Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Footor	signature
G Ž	15	at the Reference Roll Level of Assessmen	at the Reference Roll Level of Assmrt s	at the at the at the Reference Roll Reference Roll Level of Assessment		(MAN)	### William
Homeslean	140 522 400	140 889 158	<b>5</b>	140 680 180	440 ARY 340	1 00150	the statement of the st
lochomestead	Nonhomestead	284,308,801	4,449,708	288,758,509	247,990,106	1.76440	
		COMPU	TATION OF ADJUS	COMPUTATION OF ADJUSTED BASE PROPORTIONS	ORTIONS		4 7
Section III	3		9		79		* 3
	(P) Current Baise Proportions		Current Current Base Proportions adjusted for Physical and		(R) Adjusted Base Proportions		
Class			Quantity Changes (P*O)		(Q/sum of Q)		* * * *
Homestead	25,55627		25,59721				. A K
Nonhamestead	74,44374		86.68193		77,20217		* * .
Total	100 0000		440 97048		100 00000		

ional	Nonhomestead	Homestead	Class		Section III	Total	Nonhomestead	Homestead	Class		pecticity	Conflor II	Total	Nonhomestead	Homestead	Class			Section 1		Approved Assessing Unit Name of Portion	Sod Darrich weight with day opinion	70-0/01
100.00000	69.18725	30.81275		Local Base Proportion for the 1990 Assessment Roll	)	388,447,216	247,990,105	148,457,110	including	School Taxable	(E)		287,498,366	163,503,056	123,995,310	-	Assessed Value	1989	3			***************************************	
101	75.97317	28.48439	r(H/D)	(J) Updated Local Base Proportion						_											Town of Orangetown, 392400 Namuet SD, 392008	CERTFICA CURRENT B LEVY OF T	N N N
100 00000	72.73114	27.26886	(Jisum of J)	Prospective Current Base Proportion Part (J) Prorated to 190,50	DETERMINATION OF CURRENT BASE PROPORTIONS		\$7.30	45.28	Equalization nate	Class	Ī	DETERMINATION OF CURRENT PERCENTAGES		204.65	119,56		Equalization Rate	1989	B	DETERMINAT	ъмп, 392400 08	CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, ROTIL, FOR THE LEYY OF TAXES ON THE	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714
1000000	75.56070	24.35930	_	Adusted % difference Base Proportion between prior used for Adjusted to Prior Tax Lay Base Proportion and Prospective Current Base Demonstra	F CURRENT BA							OF CURRENT								DETERMINATION OF BASE PERCENTAGES		CENTAGES, CI INS PURSUANT 2016	SNOE VEBANY
	-3.87%	12.04%	((K/L)-17100)	wiference wateringe bewaen grior Adjusted Base Proportion and Prospective Current Base Demonstra	SEPROPORTIO	594,459,012	284,056,559	310,402,453	E/(F/100)	Market	(G)	PERCENTAGE	183,611,495	79,901,801	103,709,694	A(B/100)	Value	Estimated	6	ERCENTAGES		TO ARTICLE 19, RPT	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714
		25.58627	(L*1.05)	Maximum 3 Current 3 Base Proportion								in .										INTAGES AND N. RPTL, FOR T ROLL	S C F
100000	74 44374	25,55827		Base Propositors	į	0000000	47.78492	52.21508 *	(G/sum of G)	Percentages	3		100.00000	43,51678	56.48322	(C/sum of C)	- or restriction	Base	Ð			JÄRENT PERCENTAGES AND TO ARTICLE 19, RPTL, FOR THE ASSESSMENT ROLL	
date		<b>₹</b>	Supplies the supplies of the s	signature	. * 15	**	<ul> <li>assessment roll and portion as identified above.</li> </ul>		The dent of the jegislative body of the approved assessing unit identified above, hereby certify	₩	n ≭,:	का व	* *.	* *.	*, <u>\$</u>	er ¥	•	* ,*	4 2	( <b>,</b>	CERTIFICATION		
								-														******	10207488

### TOWN OF ORANGETOWN

TOWN HALL . ORANGEBURG, NEW YORK 10962



ROBERT R. SIMON, RECEIVER OF TAXES TELEPHONE: (845) 859-5100 X 2225 FAX: (845) 359-0067

IMPORTANT TAXPAYER INFORMATION
THIS NOTICE CONTAINS IMPORTANT INSTRUCTIONS
AND INFORMATION PLEASE READ

Return Check Policy: In the event that a check is returned by the bank, you will have 5 business days to replace the funds due. A charge of \$20.00 will be assessed. If a check is returned during the penalty period, the base tax amount, plus the penalty plus the \$20.00 fee must be paid. Replacement funds must be paid by Cash, Bank Draft, or Money Order only.



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



### 2016 Application for Showmobile Use

Event/Festival Name TURNING POINT PIERMONT PAL MU	SIC FESTIVAL			
Organization Name PIERMONT PLICE ATHLETIC LEAGUE				
Applicant's Name JOHN MCAVOY Phone (w): JOHN 845-536-0964 CHIEF M. OSHEA 845-359-0240				
Address: PIERMONT AVE City: PIERMONT Zip: 10968	,			
Cell Phone JOHN 845-536-0964 E-Mail; PIERMONTNY@VERIZON.NET				
Day MONDAY Date 09/05/2016 Time of Set-up 9:30am Time	ne of Take-down 5:30PM			
Requested Location (park, street, location on premises, etc., be s	pecific, attach map if needed): RITENBE	<del>RG</del>		
FIELD/GOSWICK PAVILON, FERRY ROAD, PIERMONT, N	NY.			
Showmobile stage measures 28 feet long x 14 feet 7 inches dee with hand railings. (Please note that this measurement does not requirements below.) <i>The Showmobile does not have a sound sy</i>	include the trailer hitch or the tow vehicle	See space		
Stair Arrangement: (1 set of stairs) Left side of stage	YES_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: ( Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)  MUSICAL PERFORMANCES				
Showmobile space requirements:				
<ul> <li>The showmobile must be parked in a relatively level space.</li> <li>The showmobile does not have the ability to go over curbing of the area must be free of obstructions such as overhanging tree.</li> <li>The total area needed for the showmobile is a space 50 feet.</li> <li>The tow vehicle must remain with the showmobile for the dur.</li> <li>In the event of winds in excess of 30 MPH, the stage canopy in A member of the organization renting the unit must be on site.</li> </ul>	e limbs, electrical wires, etc.  in length, 15 feet in width and 25 feet i ation of the event.  nust be closed.	in height.		
Additional Requirements:  • Certificate of insurance required. Must name the Town of Orangetown as additionally insured.  • Rental Costs: \$400,00  • 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	Date 05/17/2016			
Department Approval	Date			



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



### 2016 Application for Showmobile Use

Event/Festival Name:Italian Feast	
Organization Name Sons of Italy Rockland Lodg	ge
Applicant's Name:Nick Sfraga	Phone (w):845.359.0181
Address: _46 Van Wyke Rd	City: Blauvelt Zip:
Cell Phone845.248.1938	EMail: Nick@oaktreeprinting.com
Day WedSun Date Sept. 14 – 18 Time of Set-	up: _9 am Time of Take-down:10pm
Requested Location (park, street, location on premises	s, etc., be specific, attach map if needed):
German Masonic Park 89 Western Hwy, Tappan	
with hand railings. (Please note that this measuremen	nches deep x 25 feet high when open. One set of stairs is available t does not include the trailer hitch or the tow vehicle. See space a sound system and comes with fluorescent lighting only.
Stair Arrangement: (1 set of stairs)	
Left side of stagex Right side	of stageFront of stage
The lights require a 110 volt, 20 amp circuit to plug in Additional electrical equipment must be plugged into	a separate circuit.
Please describe in detail what the stage will be used for music	or and how you intend to set it up:
Showmobile space requirements:  The showmobile must be parked in a relatively leve  The showmobile does not have the ability to go ove  The area must be free of obstructions such as overh  The total area needed for the showmobile is a space.  The tow vehicle must remain with the showmobile is a space.  In the event of winds in excess of 30 MPH, the stage.  A member of the organization renting the unit must	er curbing or rough terrain.  anging tree limbs, electrical wires, etc.  ace 50 feet in length, 15 feet in width and 25 feet in height.  for the duration of the event.  the canopy must be closed.
Additional Requirements:  Certificate of insurance required. Must name the Terminal Rental Costs: \$350.00  Any changes to the event must be made 24 hours in	own of Orangetown as additionally insured.  advance by contacting Mark Albert at malbert@orangetown.com
I have read and understand the conditions listed a	bove:
Applicant's Signature _Nick Sfraga_	Date5/2/16
Department Approval	Date

#29

#### JAMES J. DEAN

Superintendent of Highways Roadmaster II

Orangetown Representative R.C. Soil & Water Conservation Dist.-Chairman Member:

American Public Works Association NY Metro Chapter NYS Association of Town Superintendents of Highways Hwy, Superintendents Association of Rockland Coutny



### HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962 (845) 359-6500 • Fax (845) 359-6062 E-mail • highwaydept@orangetown.com

### Memorandum

DATE:

June 30, 2016

TO:

Town Board, Town Clerk

FROM:

James J. Dean, Superintendent of Highways

RE:

Authorize Travel

Permission is hereby requested for Stephen Munno, Sr. Administrative Assistant and 2016 President of the New York Metro Chapter of the American Public Works Association, to attend the APWA 2016 International Public Works Congress and Exposition, Minnneapolis, MN, from August 28-31, 2016, at no cost to the Town.

RESOLVED, that permission is hereby granted for Stephen Munno, Sr. Administrative Assistant and 2016 President of the New York Metro Chapter of the American Public Works Association, to attend the "APWA 2016 International Public Works Congress and Exposition" Minuneapolis, MN. from August 28-31, 2016, at no cost to the Town.

k



### JAMES J. DEAN

Superintendent of Highways Roadmaster II

Orangetown Representative R.C. Soil & Water Conservation Dist.-Chairman Member:

American Public Works Association NY Metro Chapter NYS Association of Town Superintendents of Highways Hwy, Superintendents' Association of Rockland Coutny



### HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962 (845) 359-6500 • Fax (845) 359-6062 E-mail - highwaydept@orangetown.com

### Memorandum

DATE:

June 29, 2016

TO:

Town Board, Town Clerk

FROM:

James J. Dean, Superintendent of Highway

RE:

BID AWARD - ONE (1) NEW HEAVY/DUTY TRUCK W/ACCESSORIES

Please be advised that it is my recommendation that the above noted bid be awarded to Gabrielli Truck Sales, Ltd., Jamaica, New York, in the amount of \$306,471 the lowest qualified bidder, to be charged to Account #h.5130.200.90.

"Resolved, that the bid for One (1) New Heavy Duty Truck w/Accessories, be awarded to Gabrielli Truck Sales, Ltd., Jamaica, New York, in the amount of \$306,471 the lowest qualified bidder, to be charged to Account #H.5130.200.90."

k

ID ITEM	Heavy Dut	y Truck/ Fo	ur Wheel I	Drive	SHEET	1 OF 1
	w/ Multi A	ccessories		EWED		
ID OPENING TII	ME	11:00AM	APR 2 TOWN OF OR HIGHWAY DI	2 2016 LANGEATE EPARTMENT	April 21, 2	016
ONTRACTOR NAME & ADDRESS	A CO / S	X 2 TH 183				
DATE RECEIVED	4-20-16					
TIME RECEIVED	12:45 PM	,				
NON COLLUSION STATEMENT						
BID BOND or CERTIFIED CHECK	N/A	N/A	N/A	N/A	N/A	
ne (1) New, Four Wheel			(ulti-Purpose	Dump Body, Co	entral	
ydraulic System & Snow NIT PRICE	\$302.279.0	T	\$	\$	\$	
OTAL PRICE	\$302 279,00		\$	\$	\$	
Automatic Tire Chain S						
RICE	\$3482.00	\$	\$	\$	\$	
Chassis Undercoating				quantum, out of the same of th		
RICE .	\$ 950,00	\$	\$	\$	\$	
Complete Rust 🕏		7707	rayja - 40, 20 400 h., blom ar bili A. maisti annonnon		······································	
RICE 4	\$2,250,00	\$	\$	\$	\$	
Ceramic Combonation	Blades				• pv • • • • • • • • • • • • • • • • • •	
RICE	\$1,940.00	Samuel	\$	<b> \$</b>	<b> </b> \$	

Truck w/ option #3 +#4



### JAMES J. DEAN

Superintendent of Highways Roadmaster II

Orangetown Representative R.C. Soil & Water Conservation Dist.-Chairman Member:

American Public Works Association NY Metro Chapter NYS Association of Town Superintendents of Highways Hwy, Superintendents' Association of Rockland Coutny



### HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962 (845) 359-6500 • Fax (845) 359-6062 E-mail - highwaydept@orangetown.com

### Memorandum

DATE:

June 29, 2016

TO:

Town Board, Town Clerk

FROM:

James J. Dean, Superintendent of Highways

RE:

BID AWARD - ONE (1) NEW STREET SWEEPER

Please be advised that it is my recommendation that the above noted bid be awarded to Trius, Inc., Bohemia, New York, in the amount of \$227,837 the lowest qualified bidder, to be charged to Account #1.5130.200.90.

"Resolved, that the bid for One (1) New Street Sweeper, be awarded to Trius, Inc., Bohemia, New York, in the amount of \$227,837 the lowest qualified bidder, to be charged to Account #H.5130,200,90."

ki

BID ITEM	One (1) New	Street Sweet	er	5.55	SHEET	1 OF 1
		Ł				
ሙያቸን <i>እ</i> ንነው ተነጻ የአን ታላቁ					(2 2 2016	
BID OPENING TII	WLE:	11:05AM	ļ	HIGHWAY	PewceApril 21, 2	2016
CONTRACTOR NAME	/->	Seria.				
& ADDRESS	15.70°	2 out.				
DATE RECEIVED	4-20-16					
TIME RECEIVED	18:46 PM					$] \bigvee$
NON COLLUSION STATEMENT	/					] $\wedge$
BID BOND or CERTIFIED CHECK	N/A	N/A	N/A	N/	A N/A	/ `
One (1) New Street Sweepe	İ					
Fotal Price	\$216,455.00	\$	\$	\$	\$	
PRICE	\$ 16,9.06.	\$	\$	\$	\$	
<ol><li>Rear View Camera Syst</li></ol>						
PRICE	\$ 1,428,		\$	\$	\$	
PRICE 3) Spray in Coating Packaş PRICE	\$ 1,428, 67 se \$ 4.954,	\$	\$ .	\$		
PRICE 3) Spray in Coating Packas PRICE 4) Drop Down Gutter Broo	\$ 1,428, P	\$	\$	\$	\$	
PRICE 3) Spray in Coating Packas PRICE 4) Drop Down Gutter Broo PRICE	\$ 1,428, P	\$			\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, page \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, page \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, page \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, page \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, page \$ 1,428.	\$	\$	\$	\$	
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PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
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PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	
PRICE  3) Spray in Coating Packag PRICE  4) Drop Down Gutter Broo PRICE  4.5	\$ 1,428, 6 3e \$ 4,954, pros \$ 1,428.	\$	\$	\$	\$	

### JAMES J. DEAN

Superintendent of Highways Roadmaster II

Orangetown Representative R.C. Soil & Water Conservation Dist.-Chairman Member:

American Public Works Association NY Metro Chapter NYS Association of Town Superintendents of Highways Hwy, Superintendents' Association of Rockland Coutny



### HIGHWAY DEPARTMENT TOWN OF ORANGETOWN

119 Route 303 • Orangeburg, NY 10962 (845) 359-6500 • Fax (845) 359-6062 E-mail - highwaydept@orangetown.com

### Memorandum

DATE:

June 29, 2016

TO:

Town Board, Town Clerk

FROM:

James J. Dean, Superintendent of Highways

RE:

BID AWARD - TWO (2) NEW SIDEWALK SNOW PLOWS

Please be advised that it is my recommendation that the above noted bid be awarded to Trius Inc., Bohemia, New York, in the amount of \$270,194 the most qualified bidder by best value evaluation, to be charged to Account #H.5130.200.90.

"Resolved, that the bid for Two (2) New Sidewalk Snow Plows, be awarded to Trius, Inc., Bohemia — —— New York, in the amount of in the amount of \$270,194 the most qualified bidder by best value evaluation, to be charged to Account #H.5130.200.90.

kį

BID ITEM	One (1) No	ew Sidewall	Snow Plot		SHEET	1 OF1
	with Acce	ssories	APR 2 2 2016		ined for th	
3ID OPENING TI	ME	11:10AM	HIGHVA	ORANGETON ORANGETON	April 21, 2	2016
CONTRACTOR NAME & ADDRESS	10 to 10	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	17. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15	32		
DATE RECEIVED	4.21-16	4-21-16	4.20-16			
TIME RECEIVED	9:48 Am	8130 AM	12:45 PM			
NON COLLUSION STATEMENT			·/			
BID BOND or CERTIFIED CHECK	N/A	N/A	N/A	N/A	N/A	
)ne (1) New Sidewalk Sno	w Plow with Ac	cessories	1			V
OTAL PRICE	\$38,461,33	\$269,998	\$270,194.8	\$	\$	-
			1			
<del></del>			711/4			
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						3
						172



#### TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE:

June 16, 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.

Ross Brothers, Inc. 219 Railroad Avenue Northvale, NJ 07647 Tel.: (201) 768-6273

Please place this Certificate of Registration request on the next Workshop agenda scheduled for July 12, 2016 and the Regular Town Board Meeting agenda scheduled for July 19, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf encl.



#### TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE:

June 16, 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.

Keystone Landscaping 35 West Washington Avenue Pearl River, NY 10965 Tel.: (845) 201-8315

Please place this Certificate of Registration request on the next Workshop agenda scheduled for July 12, 2016 and the Regular Town Board Meeting agenda scheduled for July 19, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf encl.

#34

### RECEIVED

### Village of South Nyack

JUL 5 2016

Rockland County, A.B.

BY:\_\_\_\_\_

Incorporated 1878

BONNIE R. CHRISTIAN MAYOR

282 S. BROADWAY SOUTH NYACK, NY 10960 (845)358-0287

July 1, 2016

Department of Environmental Mgt. & Engineering Town of Orangetown 127 Route 303 Orangeburg, N.Y. 10962 Attn: Joseph J. Moran, P.E.

Dear Mr. Moran,

On behalf of the Village of South Nyack, I am pleased to accept the proposed resolution of the de-commissioned Salisbury Point pump station set forth in your letter dated June 24, 2016. Thank you for your assistance with this project.

Sincerely,

Bonnie Christian

Prime R. Chustri

Mayor



# Department of Environmental Management and Engineering Town of Orangetown

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

June 24, 2016

Ms. Bonnie Christian, Mayor Village of South Nyack 282 South Broadway South Nyack, NY 10960

RE: Demolition of Salisbury Point Pump Station

Dear Mayor Christian,

After a review of the circumstances regarding ownership, maintenance and responsibility of the now de-commissioned Salisbury Point pump station, the Town of Orangetown, subject to formal Town Board approval, will undertake the demolition of the pump station, at a cost of \$34,600.00, subject to the following understanding.

In the event that South Nyack, owner of the parcel on which the station is located, elects to surplus the said parcel and convey same to the adjacent Salisbury Point condominium complex, South Nyack agrees to contribute the cost of demolition up to the lesser of the sum paid to it by Salisbury or 50% of the cost of demolition (now estimated to be \$34,600.00). The said sum shall be in addition to \$612.00 representing 50% of the actual cost to test the pump station of asbestos and lead, less than the original estimate of \$1,000.00 per party, to which the Village agreed. Please remit that latter sum to the Town of Orangetown, 26 Orangeburg Road, Orangeburg, NY 10962 Attn: Jeff Bencik, Director of Finance, at you earliest opportunity.

Please indicate in writing that this proposal is acceptable to the Village of South Nyack.

If you have any questions I can be reached at (845) 359-6502 ext. 4204 or jmoran@orangetown.com. Thank you for your cooperation.

Sincerely,

Joseph J. Moran, P.E. Commissioner, DEME

### **Proposal**

From:

Cal Mart Enterprises, Inc.

4 Burts Road

Congers, NY 10920 USA Phone: 845-638-1330

Fax: 845-638-1334

To:

Town of Orangetown

**Bruce Peters** 

Orangeburg, NY 10962 USA

Phone: 359-6502 Fax: 359-6951

Project:

TOFO - 160510 (PUMP STATION

DEMO)

Description:

Orangetown - Pump Station

Demolition Revised

Bid Location:

Bid Date:

River Road 05/27/2016

Revision Date:

06-21-16

DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
Demolition of Pump Station (revised)	1.000 ea	\$34,600.00	\$34,600.00
		TOTAL BID:	\$34,600.00

Signature:

Martin Wortendyke

### **Project Comments**

Notes:

Cal Mart will supply the necessary insurance. Price includes:

- demolition of the existing building to (2) feet below existing grade.
- support of electrical control panel.
- install blind flange on existing sewer.
- removal and disposal of metal, steel and tank.
- all debris to be disposd of at the Rockland County Solid Waste as required by law.
- glass recycle material will be trucked from the RCSWMA in Hillburn for
- separation fabric to be installed between glass and fill material.
- spread screened topsoil, seed, and mulch.

Changes

05-27-16

6/21/2016

2:54:02PM

Cal Mart Enterprises, Inc.

### **Proposal**

- added disposal fees as per RCSWMA.
- added air monitoring.

### 06-21-16

- revised price based on reduced scope.

#39

### WORKERS' COMPENSATION MANAGED CARE SERVICES AGREEMENT

**THIS AGREEMENT**, (the "Agreement") is entered into as of the \_\_ day of \_\_\_\_\_, 2016, by and between Coventry Health Care Workers Compensation, Inc., a Delaware corporation ("Coventry"), and the Town of Orangetown, a Municipality of the State of New York ("Client").

WHEREAS, Coventry provides certain workers' compensation managed care services, including access to Coventry's network(s) of Contract Providers, or arranges for such services to be provided to Coventry's clients;

WHEREAS, Client is an employer or other entity financially responsible for payment of workers' compensation benefits under the Workers' Compensation Act; and

WHEREAS, Client desires to obtain certain workers' compensation managed care services from Coventry;

NOW, THEREFORE, in consideration of the mutual covenants of the parties to this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

### ARTICLE 1 DEFINITIONS

- 1.1 "Claimant" means an occupationally ill or injured employee entitled to benefits under the Workers' Compensation Act.
- 1.2 "Client Data" means certain data, information or documentation, including, but not limited to, Data Elements, Coventry may require from Client in order to perform the Managed Care Services.
- 1.3 "Compensable Service" means a Medical Service provided to a Claimant which is eligible for payment under the Workers' Compensation Act.
- 1.4 "Data Elements" means certain data elements submitted by Client or its designee on each bill, as required by Coventry, including, but not limited to, a provider's service or billing address, workers' compensation fee schedule, billing information submitted to Client by a provider, and billed charges.
- 1.5 "Managed Care Services" means the services provided by Coventry to Client, as identified in Section 2.1 (Managed Care Services) of this Agreement and as further described in the attached Supplements.
- 1.6 "Medical Services" means inpatient and/or outpatient services.
- 1.7 **"Workers' Compensation Act"** means the applicable state or federal law which requires payment to a provider of Compensable Services.

### ARTICLE 2 OBLIGATIONS OF COVENTRY

2.1 Managed Care Services. Coventry agrees to provide the following Managed Care Services at the fees set forth in Appendix I (Schedule of Fees), attached hereto and incorporated herein:

- 2.1.1 <u>Care Management Programs</u>. Coventry will provide Care Management Programs as set forth in Supplement A (Care Management Programs), attached hereto and incorporated herein.
- 2.2 **Coventry Reports.** Coventry will provide reports it is capable of providing and is agreeable to provide and which are requested in writing by Client. If an additional expense will be incurred by Coventry in preparing such reports, Coventry will promptly provide a written cost estimate and production schedule and obtain Client's approval of such costs prior to preparing any such reports.
- 2.3 **Implementation Services**. Coventry will provide its current standard implementation services. Implementation services beyond Coventry's standard implementation support will be billed at Coventry's customary hourly rate. In each case where Coventry contemplates reimbursement, Coventry will notify Client prior to incurring such fees and costs.
- 2.4 Additional Administrative Services. Coventry, when requested by Client, agrees to make available such additional consulting services as it is capable of providing. Such additional services may include, but are not limited to, assistance in legal or administrative hearings and other consulting services. Coventry will be paid its then-customary consulting fees for such services, whether or not provided pursuant to a subpoena issued by Client. Coventry will invoice, and Client agrees to pay, for copying charges which shall be reasonable and customary, or as allowed by state law, for records that are subpoenaed or requested by Client or Client's representative ("Record Copying Costs"). Other than Record Copying Costs, in each case where Coventry charges a fee for an additional service, Coventry will so notify Client prior to incurring such fee.
- 2.5 **Standard of Care.** Coventry shall perform the Managed Care Services and obligations under this Agreement in accordance with the standard of care followed by a similarly situated provider of services under similar circumstances.

### ARTICLE 3 OBLIGATIONS OF CLIENT

- 3.1 Fees. Client will pay to Coventry the Managed Care Services fees set forth in Appendix I (Schedule of Fees) for all Managed Care Services provided pursuant to this Agreement.
- 3.2 **Claimant Information**. Client will provide Claimants with information relative to the provision of Managed Care Services and their obligations with respect thereto, consistent with applicable law.
- 3.3 **Descriptive Information**. Client agrees that all descriptive information regarding Coventry or the Managed Care Services, including but not limited to communication materials for distribution to Claimants, may not be disseminated by Client or other related parties without the express written approval of Coventry. Client acknowledges and agrees that information regarding Coventry and the Managed Care Services contained on or accessible through any Intranet or Internet web pages constitutes dissemination subject to Coventry's prior written approval. Once approved, Client may distribute such descriptive information to Claimants without further approval from Coventry; provided, if Client makes changes to such descriptive information, Client shall obtain Coventry's written approval prior to distribution to Claimants, such approval not to be unreasonably withheld.
- 3.4 Client Data. Client acknowledges that in order to perform the Managed Care Services, Coventry may require Client Data. Client will provide Coventry with accurate Client Data to perform the Managed Care Services, whether or not such Client Data is provided by, or received from, Client's vendors and/or agents. Client acknowledges that failure to provide accurate Client Data, or failure to provide Client Data

within a requested time frame, may impact the Managed Care Services provided by Coventry, or prevent Client or Claimants from accessing the Managed Care Services.

### ARTICLE 4 AUDIT AND COMPLIANCE

- Audit. Subject to Article 6 (Confidentiality of Information) below, for purposes of: (1) Client's 4.1 audit of Coventry's performance of the Managed Care Services, Coventry agrees that at its office, during normal business hours, and upon not less than thirty (30) days advance notice, Client may examine records which Coventry has kept which relate directly to services provided to Client; and (2) Coventry's audit of Client's performance of its obligations under this Agreement, Client agrees that at its office, during normal business hours, and upon not less than thirty (30) days advance notice. Coventry may examine records which Client has kept which relate directly to its performance under this Agreement. Client acknowledges that certain records may not be available to Client due to confidentiality restrictions included in such records. Client shall not, at any time, utilize the services of a third-party bill auditing entity that receives its compensation in whole or in part, by identifying billing errors for its customers, unless Coventry agrees in writing to allow the use of such a third-party auditing entity. The "Auditing Party" will provide a copy of the final results of such audit or examination to the "Audited Party." Each party shall continue to provide the other party such right of examination for a period of not less than two (2) years after the date of discharge, end of the treatment or the end of Coventry's services in relation to the specific episode of care. All such records are and will remain the property of the Audited Party. The Auditing Party agrees to reimburse the Audited Party for its costs associated with such audits at its then-customary and reasonable audit fees.
- 4.2 **Compliance**. Coventry and Client will comply with all applicable state and federal laws, rules, regulations, licensing or regulatory requirements, including, without limitation, the Workers' Compensation Act, for which Coventry provides and Client accesses the Managed Care Services. Client represents and warrants that it has the right to contract with Coventry to access the Managed Care Services. Subject to the requirements set forth in Article 6 (Confidentiality of Information), each party will promptly, upon request by the other party, provide to the requesting party such information and documentation as is necessary for the requesting party's compliance with state and federal laws, rules, regulations, licensing and/or regulatory requirements.

### ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term**. The initial term of this Agreement is one (1) year beginning \_\_\_\_\_\_, 2016, and ending \_\_\_\_\_\_, 2017 ("Initial Term"), and will automatically renew for consecutive one (1) year terms thereafter ("Renewal Term"), unless terminated as permitted in Sections 5.2 (Termination by Either Party), 5.3 (Termination for Non-Payment), or 8.9 (Unenforceable Provisions) (the Initial Term and Renewal Term shall be individually referred to herein as a "Term").
- 5.2 **Termination by Either Party**. This Agreement may be terminated by written notice thereof given by either party (the "Terminating Party") to the other party if any one of the following occurs:
  - 5.2.1 <u>Material Breach</u>. Failure of a party to meet any material covenant, agreement, or obligation provided for in this Agreement if it has not cured such default within thirty (30) days after written notice thereof to such party by the Terminating Party.
  - 5.2.2 <u>Insolvency</u>. The non-terminating party becomes insolvent or is adjudicated as a bankrupt, or its business comes into possession or control of any trustee in bankruptcy, or a receiver is

appointed for it, or it makes a general assignment for the benefit of creditors. If any of these events occurs, no interest in this Agreement may: (a) be deemed an asset of creditors or an asset or liability of the non-terminating party; or (b) pass by the operation of law without the consent of the Terminating Party.

- 5.2.3 End of Term. The Terminating Party gives not less than six (6) months written notice to the other party prior to the end of a Term. Such termination will be effective at the expiration of the current Term.
- 5.3 **Termination for Non-Payment**. Coventry may terminate this Agreement by giving written notice to Client if Client fails to make payment under this Agreement when due, and if payment is not made within twenty (20) days following written notice of non-payment sent by Coventry to Client.
- 5.4 **Obligations Upon Termination**. Upon the effective date of the termination of this Agreement:
  - 5.4.1 Payment. The parties will promptly pay to the other party all monies due hereunder. Monies not so paid under the terms of this Agreement will accrue interest at a rate of one and one-half percent (1.5%) per month until such obligations are satisfied. Termination of this Agreement does not constitute a waiver or defense of Client's obligation to pay for services rendered by Coventry prior to the effective date of termination or to Coventry's right to interest and cost of collection.
  - 5.4.2 <u>Representations</u>. Client will immediately cease to represent that Coventry is its provider of Managed Care Services and will cease to use Coventry's documents, systems, logos, service marks, trademarks, trade names, methods and techniques in any form.
  - 5.4.3 <u>Accrued Rights and Obligations</u>. Termination of this Agreement will not affect any rights or obligations hereunder which will have previously accrued, or will thereafter arise with respect to any occurrence prior to termination including all confidentiality obligations and such rights and obligations will continue to be governed by the terms of this Agreement.

### ARTICLE 6 CONFIDENTIALITY OF INFORMATION

- 6.1 **Confidential Information**. "Confidential Information" means any non-public or proprietary information of either party to this Agreement, including, but not limited to, the terms of this Agreement, future business discussions, information about fees, computer software, business policies, procedures and manuals, data, review criteria and the negotiated rates between Coventry and a Contract Provider. Confidential Information does not include information: (a) publicly available by means other than wrongful disclosure or lawfully obtained from third parties without any confidentiality obligations; (b) already properly within the rightful possession of the other party (as demonstrated by written records) prior to the date of this Agreement; (c) independently developed by the other party; or (d) provided to the other party with the intention that it be published, disseminated, released or distributed by such other party to Claimants, a Provider or to the general public.
  - 6.1.1 <u>Use and Disclosure</u>. Except as set forth herein, each party agrees not to disclose the Confidential Information of the other party without the express written approval of the other party, unless required by law or by a government agency to be disclosed by a party, provided that such party will immediately notify the other party of the requirements for such disclosure and reasonably cooperate in obtaining any protective order desired by the other party with regard to such information. Confidential Information may be disclosed only to third parties, as approved by

Coventry, with a need to know, and only to the extent necessary to carry out the terms of this Agreement. Client will require such third parties with access to Coventry's Confidential Information to keep such information confidential in the same manner as set forth herein, including, at Coventry's request seeking temporary and permanent injunctive relief. With the exception of disclosure for purposes of Vendor Analysis as defined below, Confidential Information may not be used in any way not specifically allowed under this Agreement, including in each party's own business, whether or not competitive with the other party. Client acknowledges and agrees that Coventry's external vendors or subcontractors may have access to Client's Confidential Information in the course of providing services under this Agreement, and may use Client's de-identified Confidential Information for purposes of performing data analysis ("Vendor Analysis"). Any Vendor Analysis that results in a written document or compilation will not identify Client or its specific Confidential Information that was utilized in the Vendor Analysis. Each party will notify the other of any loss of or accidental or unauthorized disclosure of Confidential Information.

- 6.1.2 <u>Injunctive Relief</u>. The parties recognize that no remedy of law may be adequate to compensate either party for a breach of the provisions of this Section 6.1; therefore, both parties agree that either party may seek temporary and permanent injunctive relief against the other, in addition to all other remedies to which either party is otherwise entitled, and this paragraph in no way limits such other remedies. Such temporary or permanent injunctive relief may be granted without bond which each party hereby waives.
- 6.2 Confidential Personal Medical Information. Client acknowledges that in order for Coventry to perform its obligations under this Agreement, a Client Authorized Party (as defined herein) may be required to furnish Coventry with the individually identifiable health information of a Claimant including, but not limited to, his or her social security number or other unique personal identifier, medical conditions, physicians, or treatment plans (collectively, "Personal Medical Information"). Client acknowledges and agrees that Coventry may be required or requested to release such Personal Medical Information to Coventry's designees, vendors or a Provider (collectively, "Coventry Authorized Party") as part of the Managed Care Services or to Client or Client's designee, vendors, or a Provider (collectively, "Client Authorized Party") as necessary to access the Managed Care Services or manage a Claimant's workers compensation claim. If a Client Authorized Party requests receipt or disclosure of Personal Medical Information from Coventry, such request will constitute Client's representation and warranty that such Client Authorized Party has the right to obtain or request disclosure of the Personal Medical Information.

Accordingly, Client represents and warrants that it has obtained from Claimants a signed authorization form. Such authorization forms authorize: (a) the release of Personal Medical Information to Coventry or a Coventry Authorized Party for the purposes of the provision of Managed Care Services; (b) Coventry to release Personal Medical Information as part of the Managed Care Services or to a Client Authorized Party as necessary to access the Managed Care Services or manage a Claimant's workers' compensation claim. Client will provide a copy of a signed authorization form for the Claimant whose Personal Medical Information is sought upon Coventry's request. If a Client Authorized Party requests receipt or disclosure of Personal Medical Information from Coventry, such request will constitute Client's representation and warranty that such Client Authorized Party has the right to obtain or request disclosure of the Personal Medical Information.

### ARTICLE 7 LIMITED ROLE OF COVENTRY

7.1 Coventry's Role in Relation to Client. Client acknowledges and agrees that: (a) Coventry does not make compensability or payment determinations; (b) all decisions regarding bills and payment determinations (or denial of payment) for Medical Services provided to Claimants are the sole responsibility

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of Client, and Client shall cover costs that Coventry incurs related to such issues raised by Claimants or Providers; (c) Coventry is not responsible or contractually obligated to pay for any Medical Services rendered to Claimants; (d) Coventry will not be liable for any portion of Provider Payments or for reimbursement to Client for any reason; and (e) Client is responsible for responding to Claimants' questions concerning compensability.

7.2 Coventry's Role in Relation to Medical Services. The parties acknowledge and agree that: (a) Coventry does not provide, direct or control the provision of Medical Services to Claimants; (b) the rendering of Medical Services to a Claimant, all decisions regarding Medical Services and the results thereof are solely within the control of the Claimant and the Provider; and (c) execution of this Agreement and the performance of its obligations will not constitute an undertaking by Coventry to render any Medical Services, or to assume or guarantee the results thereof to Claimants or that Medical Services will be rendered in accordance with generally accepted standards or procedures.

### ARTICLE 8 GENERAL PROVISIONS

- 8.1 **Independent Contractors**. The relationship between the parties is that of independent contractors. Nothing herein is intended or will be construed to establish any agency, employment, partnership, or joint venture relationship between the parties.
- 8.2 **No Third-Party Beneficiaries**. This Agreement is entered into by and between the parties hereto solely for their benefit. The parties have not created or established any third party beneficiary status or rights in any person or entity not a party hereto including, but not limited to, any Claimant, subcontractor, or other third party, and no such third party will have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 8.3 Force Majeure. The obligations of a party under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disaster, earthquake, governmental action and unavailability or breakdown of equipment. The party claiming suspension under this Section will take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- 8.4 **Entire Agreement; Amendments.** This Agreement, including any riders, attachments or amendments hereto, constitutes the entire agreement between the parties, and supersedes any prior agreement or understandings, whether oral or written, regarding the subject matter addressed herein. This Agreement may be amended only by mutual written agreement between the parties. Client understands and acknowledges that Coventry reserves the right to amend this Agreement to comply with applicable statutes and regulations, and will provide Client with notice of such amendment and its effective date. Such amendment will not require agreement by Client. In the event of a conflict between the terms and conditions of the Supplement and the Agreement, the Supplement will govern.
- 8.5 **Choice of Law.** This Agreement is made in and will be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict or choice of law.
- 8.6 **Assignment and Delegation.** Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld; except that either party's rights and obligations under this Agreement may be assigned or transferred without the prior written approval of the other party if the assignment or transfer

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occurs in connection with a merger, acquisition or other corporate reorganization. In addition, Coventry may assign, transfer or delegate this Agreement or its rights and duties under this Agreement, in whole or in part, to a parent, subsidiary, affiliate or successor-in-interest, without Client's prior written approval. This Agreement will be binding upon and inure to the benefit of the respective parties hereto, and their successors and assigns.

- 8.7 **Headings**. All headings are for convenience only and may not be deemed to limit, define or restrict the meaning or contents of the Articles and Sections.
- 8.8 **Use of Marks**. Neither party may in any way infringe upon or harm the rights of the other in its service marks, trademarks, copyrights, and other proprietary marks. Neither party may, without the prior written approval of the other, use any mark or name of the other party. Notwithstanding the foregoing, this provision does not prohibit Client from identifying Coventry as its vendor of Managed Care Services or prohibit Coventry from identifying Client as a party to whom Coventry is providing such services.
- 8.9 Unenforceable Provisions. In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed, or if any provision of this Agreement is held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then this Agreement will be modified to conform with said laws or judicial determination and such provision will be construed and enforced only to such extent as it may be a legal and enforceable provision and all other provisions of this Agreement will be given full effect separately therefrom and will not be affected thereby. In the event that any such modification causes a material change in the obligations or rights of either party, upon written notice from one party to the other of the adverse effect thereof upon such notifying party, then if the parties are not able to mutually agree as to an amendment hereto, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 8.10 **Notices**. Any notice required pursuant to this Agreement must be in writing and sent by either (i) registered or certified mail, return receipt requested, (ii) fax with proof of transmission, or (iii) a nationally recognized private overnight carrier with proof of delivery, to the addresses of the parties set forth below in this Agreement. The date of notice will be the date on which the recipient receives notice or refuses delivery. All notices must be addressed as follows or to such other address as a party may identify in a notice to the other party:

To Coventry:

Coventry Health Care Workers Compensation, Inc. 3200 Highland Avenue
Downers Grove, IL 60515
Attn: Senior VP, WC Account Management
Fax Number: (630) 737-7733

With Copy to:

Coventry Health Care Workers Compensation, Inc. 4141 North Scottsdale Road Scottsdale, AZ 85251 Attn: Legal Department Fax Number: (480) 445-6596

To Client:

Town of Orangetown 26 Orangeburg Raod Orangeburg, N.Y. 10962 Attn: Chief Kevin A. Nulty Fax Number: (845) 359-3721 Town of Orangetown, NY MSA-FCM jlg.rev.5.15.15

- 8.11 Waiver. A waiver of a breach or default under this Agreement is not a waiver of any other or subsequent breach or default. A failure or delay in enforcing compliance with any term or condition of this Agreement does not constitute a waiver of such term or condition unless it is expressly waived in writing.
- 8.12 **Negotiated Agreement**. Each party acknowledges that this Agreement resulted from negotiations by and between the parties, and therefore any rule of construction requiring ambiguities to be construed against the drafter of an agreement will not apply to any provision of this Agreement.
- 8.13 **Insurance**. Each party will, so long as such coverage is available in the market and at a reasonable cost within Coventry's judgment, at all times during the Term maintain in effect professional liability insurance.
- 8.14 **Dispute Resolution**. The parties agree to meet and confer in good faith through informal discussions between the parties to resolve any disputes arising during the Term. If the parties are unable to resolve a dispute through such discussions, either party may submit a written complaint to the other party describing and proposing a manner of resolving such dispute. The party receiving that complaint shall respond by accepting, rejecting, or modifying the proposal, in writing, within thirty (30) days of the date that it receives the complaint. In the event the parties are unable to resolve the dispute within sixty (60) days, either party may seek any and all equitable or legal remedies available at law. Discussions and negotiations held pursuant to this Section 8.14 shall be treated as inadmissible compromise and settlement negotiations for purposes of applicable rules of evidence.

### 8.15 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL PUNITIVE, EXEMPLARY, DISCRETIONARY, ACCUMULATIVE, ENHANCED, EXCESS, LIQUIDATED, MULTIPLE, SPECIAL OR ADDITIONAL STATUTORY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) EXCEPT ACTUAL OR COMPENSATORY DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

8.16 **Survival**. The provisions of Sections 3.1 (Fees), 4.1 (Audit) and 5.4 (Obligations Upon Termination), Articles 6 (Confidentiality of Information), 7 (Limited Role of Coventry), and 8 (General Provisions) will survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

This contract was approved by the Orangetown Town Board pursuant to Resolution No. \_\_\_\_ of 2016.

Town of Orangetown, NY	Coventry Health Care Workers Compensation, Inc.		
By:	By:		
Name: Andrew Y. Stewart	Name: Arthur Lynch		
Title: Supervisor, Town of Orangetown	Title: CEO & President		
Date:	Date;		



### SUPPLEMENT A CARE MANAGEMENT PROGRAMS

This Supplement A to the Workers' Compensation Managed Care Services Agreement contains the additional terms and conditions under which Coventry has agreed to provide, and Client has agreed to pay for, Coventry's Care Management Programs (defined below). The parties acknowledge and agree that Coventry will not receive any incentive payments from Client based on the reduction of Medical Services utilized by Claimants, reduction in the length of a Claimant's hospital stay, or a Claimant's utilization of alternative treatment settings.

### ARTICLE 1 DEFINITIONS

For purposes of this Supplement A, the following terms will have the meanings set forth below. Capitalized terms not defined herein shall have the meanings set forth in the Workers' Compensation Managed Care Services Agreement.

1.1 "Care Management Programs" means those programs operated by Coventry and selected by Client described in Section 2.3 (Care Management Programs) of this Supplement.

### ARTICLE 2 OBLIGATIONS OF COVENTRY

- 2.1 Services. Coventry will implement and operate those Care Management Programs as selected by Client for Medical Services provided to a Claimant in the geographic areas where such services are offered.
- 2.2 **Medical Information**. Completion of review may require that the Provider provide medical information to Coventry by telephone or provide additional information by fax or secure email. Failure of the Provider to do so may result in inability to complete review or, where applicable under the Workers' Compensation Act, denial of the request.
- 2.3 Care Management Programs. Coventry agrees to provide the following Care Management Programs:
  - 2.3.1 <u>Field Case Management</u>. Coventry will manage the medical treatment process of a workers' compensation claim in an on-site or face to face manner. Field case management is intended to support Claimant, employer, payor, and Provider in assembling and executing treatment and return to work plans for Claimant.

### ARTICLE 3 OBLIGATIONS OF CLIENT

3.1 **Mandatory Review**. Client acknowledges that, under the laws or regulations of certain states, Care Management Programs of the type described in this Supplement A may be mandatory, or may become mandatory with regard to a particular Claimant's care once a certain cost threshold for that care has been met. Client will, or will cause its bill review vendor, to forward to Coventry all information necessary to provide its Care Management Services within the time frames, or upon the meeting of any cost thresholds, mandated by such state laws or regulations.

### APPENDIX I SCHEDULE OF FEES

### I. Managed Care Services Fees.

Effective for bills with a date of service on or after \_\_\_\_\_\_, 2016, Client agrees to pay Coventry the Managed Care Services Fees described below. In any instance where fees vary by jurisdiction, the fee shall be determined based on the state in which the provider is located, and shall not be based on any other factor, including, but not limited to, the jurisdiction in which the claim arose or is processed.

- A. Care Management Programs
  - 1. Field Case Management (New York) ...... \$96.00 per hour\*
  - \* Additional Field Case Management Terms: These rates are for state(s) indicated. Other states not indicated may vary and will be applied at the time of referral. Rates will be adjusted annually per Section V(B) below. Hourly rates apply to FCM professional services including travel and wait time. Professional time to transmit a fax is provided at no charge; all other activities are charged at actual time, in tenths of an hour, including research and correspondence. Hourly rates are shown prior to additional tax, mileage (reimbursed at the current IRS reimbursement rate), report/processing fee, and other expenses. Rates may be higher for specialty products (e.g., Ergo, HBE, LCP/MCP, Crisis Response, CAT, Medical Audits, litigation support, expert testimony). Fee schedule may supersede hourly rates for some states including California and WA State Voc, West Virginia Bureau of Employment, Ohio MCO, Minnesota "statutory rehabilitation." Report/Processing fee of \$15.00 applies to each invoice/reporting period only for hourly referrals. Photocopying is provided at no charge. All other expenses are charged at actual.
- B. Implementation Fee. Waived
- III. Payment. Payment must be made within twenty (20) days after receipt by Client of monthly billing statements from Coventry. Payments due Coventry which are more than fifteen (15) days in arrears will bear interest at the rate of one and one-half percent (1.5%) per month. In addition to interest, Client agrees to pay all expenses, costs, and charges relating to the collection, including attorneys' fees and costs incurred, whether or not suit is filed for payment. As related to fees charged on a per capita basis, Coventry may inspect Client's books and records during normal business hours and upon thirty (30) days advance written notice to verify the basis for which fees are or should be paid to Coventry.
- IV. Adjustments. Any adjustments to Savings must be submitted to Coventry within one hundred eighty (180) days of Client's receipt of the bill. Based on information timely provided by Client, Coventry will adjust its monthly invoice to Client for bills involving: (a) non-compensable bills; (b) items not covered or specifically excluded under the Workers' Compensation Act; (c) revised billed charges; and (d) duplicate billings.

#### V. General.

A. <u>Taxes/Governmental Charges</u>. Coventry's fees do not include taxes or governmental charges. Client will pay (or reimburse Coventry for) any applicable sales, use, value added or other tax or government or regulatory agency charge imposed based on transactions hereunder, exclusive of net income or corporate franchise taxes.

- B. Annual Fee Adjustment. Effective on each anniversary date of this Agreement, Coventry will annually adjust the fees set forth in this Appendix I by giving Client sixty (60) days notice prior to the anniversary date of this Agreement in an amount to be determined by Coventry. Such fees will be effective on such anniversary date. In the event Coventry does not notify Client of an increase, the fees will automatically be adjusted by an amount equal to the percentage difference between the annual average of the CPI available for the most recently published year, and the annual average of the CPI available for the year prior to the most recently published year. For purposes of this Agreement, the term "CPI" means the Consumer Price Index All Urban Consumers, Medical Care Services, U.S. City Average, Base Period: 1982 1984 = 100, Not Seasonally Adjusted. If the methodology for calculating the CPI is substantially revised, Coventry will make an adjustment to such fees to produce results equivalent, as nearly as reasonably possible, to those which would have been obtained if the methodology for calculating CPI had not been so revised.
- C. <u>Effect of Termination</u>. Termination of this Agreement does not constitute a waiver or defense of Client's obligation to pay for services rendered by Coventry prior to the effective date of termination or to Coventry's right to interest and cost of collection.



RECEIVED MAY 0 6 2016

May 2, 2016

Mr. Andrew Stewart Town Supervisor Town of Orangetown 26 Orangeburg Rd Orangeburg, NY 10962

> RE: CSEA Employee Benefit Fund Retiree Vision Memorandum of Of Agreement

Dear Mr. Stewart:

Beginning June 1, 2016, the CSEA Employee Benefit Fund will offer a Retiree Vision Program.

Employers who currently provide a negotiated EBF vision plan will have the opportunity to offer this new program to CSEA bargaining unit members.

Retirees cannot access the Retiree Vision Plan without your help. The enclosed Retiree Vision Memorandum of, Agreement will enable CSEA employees the option to participate in our program.

The Memorandum of Agreement does not obligate the employer in any way financially or administratively as the retiree contracts directly with the CSEA Employee Benefit Fund. It is the Fund's responsibility to provide all information to Plan participants. The enrollment and billing is done directly by the Fund.

Should you have any questions regarding this program, please do not hesitate to contact me at 800-323-2732 ext. 836. We will contact the CSEA Labor Relations Specialist for their signature and a fully executed copy will be sent to you for your records. The Fund looks forward to providing this benefit to your members.

Sincerely,

Asturn R Foliage

Colleen R. Foley Refiree Coordinator

enclosure

#40



### #361 Town of Orangetown

### MEMORANDUM OF AGREEMENT

Coverage under the CSEA Employee Benefit Fund Retiree Vision Plan (the "Plan") administered by the CSEA Employee Benefit Fund (the "Fund") shall be available to any member of the CSEA bargaining unit who retires and meets the following criteria:

- 1. The member retires directly from employment with the Employer during or after the term of the collective bargaining agreement in which this Memorandum is executed.
- 2. The member has coverage under a Fund-sponsored vision plan on or after June 1, 2016.
- 3. The member agrees in writing to comply with all requirements of the Fund which are applicable to retiree coverage at the time of his or her application to the Fund for retiree coverage.
- 4. The member agrees in writing to pay for any and all premiums for coverage under the Plan.

The Employer has no obligation to pay for coverage under the Plan.

The Fund agrees to provide all information regarding the Plan, including, but not limited to, eligibility requirements, to any member of the CSEA bargaining unit who may be eligible for participation in the Plan.

The Fund shall be solely responsible for the administration of the Plan, including but not limited to, the enrollment and billing of any member of the CSEA bargaining unit eligible for participation in the Plan.

The Fund agrees to hold the Employer harmless from any liability in connection with the cost of providing coverage under the Plan.

Neither the Unit nor the Employer shall use this Memorandum of Agreement as precedent in future collective bargaining agreement negotiations.

Signature of Management Representative	Signature of Labor Relations Specialist
Title	Date
Date	

### Nora Marie Galli(1930 - 2016)

Galli, Nora Marie

Nora Marie Galli 86, of Washingtonville, New York entered into rest on June 24, 2016. Nora was born in the Bronx on January 27, 1930 to Patrick and Margaret (Connell) Foley. Nora Marie was the devoted wife to the late Louis Galli, beloved mother of Grace and Anthony Macaluso of Washingtonville, NY and Nora and Thomas Uvenio also of Washingtonville, cherished grandmother to Nicole, Alyssa, Lauren, Allison and Ryan, caring sister of Martin and Julie Foley as well as several nieces and nephews. She was a loving

wife, mother, grandmother and sister and will be missed by all.

Visitation will be held Tuesday, June 28, 2016 from 9:00 to 10:30 AM at David T. Ferguson Funeral Home, 20 North Street, Washingtonville, NY. Mass of Christian burial will also be celebrated on Tuesday, June 28, 2016, 11AM at St. Mary's Chapel, 2 Fr. Tierney Circle, Washingtonville, NY with interment to follow at Orange County Veterans Cemetery, Goshen, NY.

**Funeral Home David T. Ferguson Funeral Home**20 North Street Washingtonville, NY 10992 (845) 496-9106

Published in the The Journal News on June 26, 2016

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**Obituaries** 



#### **SERVICES**

## Brendan J. Malley 1935 - 2016 Y Oblituary Y Condolences

#### Wyman-Fisher Funeral Home inc.

100 Franklin Ave. Pearl River, NY 10965 845-735-2161







#### VISITATION

Thursday, Jun. 30, 2016 6:00 PM - 9:00 PM

Wyman-Fisher Funeral Home Inc. 100 Franklin Ave. Pearl River, NY 10965



#### MASS OF CHRISTIAN BURIAL ---

Mon, Jul 11, 2016

St. Aedan's R.C.Church Pearl River, NY



View Map

### BURIAL

Following Services

St. Anthony's Cemetery Nanuet, NY

View Map

#### **RESOURCES**

- Malley Pages (100+) See More >
- Find a Different B.
  Malley
  See More >

Mailey, Brendan J.

Brendan J. Malley of Pearl River, NY a resident for 52 years, died Tuesday, June 28, 2016 at his home. He was 80,

Mr. Malley was an insurance agent for Allstate Insurance in New York City, NY for 34 years, retiring in 2002,

Brendan was born September 21, 1935 In Jersey City, NJ to James Malley of Castlebar, Co. Mayo and Anna Brady from Cootehill, Co, Cavan.

Brendan served in the <u>United States Marine Corps</u> during the <u>Korean War</u> from 1953 to 1958 attaining the rank of Sergeant.

Locally, he was a Eucharistic Minister for 40 years at St. Aedan's Church and a member and past Commander (1986-1987) of the John Secor American Legion in Pearl River.

On May 23, 1963 he married Maureen Walsh the love of his life. She predeceased him September 26, 2015.

Mr. Malley was a founding member of the Rockland County Feis and founding member of the Pearl River Hibernian House.

Brendan will be remembered for being a devoted loving husband to his wife Maureen of 52 years and loving grandfather to his adoring eight grandchildren. He was a family man who taught his family the importance of falth and the love of family and friends, with strong character and loving charm. He was proud of his service in the Marine Corps which left an enduring mark on his life "Semper Fi".

He is survived by his son, Brendan (Lynn) Mailey and grandkids, Luke and Caltlin; son, Peter O'Malley (Celeste) and grandkids, Pierce, Conor and Aidan; daughter, Kristin (Paul) Zlmny and grandkids, Bridget, Ryan and Grace; sisters, Anna Mae Quinn and Elleen Kelly and brothers, Kenny and Kevin Malley. He is predeceased by his brother, Monsignor James !. Malley, his mother, Anna Brady and his father, James Mailey.

Visiting is today, Thursday form 6:00 to 9:00 PM at Wyman-Fisher Funeral Home Inc.

A Mass of Christian burlal will be held 10:00 AM Monday July 11, 2016 at St. Aedan's R.C.Church, Pearl River. Burlal will follow at St. Anthony's Cemetery, Nanuet, NY.



**MORE INFORMATION** 

### Angela D. Mattei(1940 - 2016)

Mattei, Angela D.

Angela D. Mattei, 75, long time resident of Pearl River, NY., passed away peacefully at home with her family, Sunday, June 26, 2016. She leaves behind her beloved son, Will Mattei Sr. of Pearl River and his wife Tracy and her grandchildren William Jr and Natalee Jean. She also leaves behind her sister and brother in law, Isabel and Max Ingram and brother, John D'Arecca; and many beloved nieces and nephews, and loving cousins and cherished friends. Angela is predeceased by her parents Jean and John D'Arecca, and her life partner and greatest love, Jeffrey Keahon.

Visiting will be held Wednesday from 3 to 5 and 7 to 9 PM at Wyman-Fisher Funeral Home Inc., Funeral service will be 10:00 AM Thursday at the funeral home.

In lieu of flowers, please make a donation in her name to the Rotary Scholarship Foundation of Pearl River Inc., P O Box 252, Pearl River, NY 10965.

Wyman-Fisher

Funeral Home Inc.

100 Franklin Ave.

Pearl River, NY 10965

Funeral Home

**Wyman-Fisher Funeral Home Inc.** 100 Franklin Ave. Pearl River, NY 10965 845-735-2161

Published in the The Journal News on June 28, 2016

W/2 1/12



### Thursday, Jul 7, 2016

Open 10 a.m. - 8 p.m.

Schedule »

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### In Memoriam

With great sadness, the Trustees of the Piermont Library note the loss of four of their colleagues and friends, Miriam Rapport, who died on May 26, 2009, Martin Gorosh, who died on June 3, 2009, S. Hazard Gillespie who died in March 2011, and Grace Buhl Meyer who died on July 3, 2016.

### In Memoriam: Grace Buhl Meyer



1970, Grace at a library event

The library staff and board of trustees are sad to learn of the passing at age 79 of Grace Buhl Meyer who served as Piermont Public Library's Director for 35 years, retiring in 2004.

Grace was born and raised in Detroit, Michigan in 1937. By 1969 she had taken up her post as Director of Piermont Public Library in its former Hudson Terrace location. In lieu of a salary, she received residency in the apartment above the library, where she lived for seven years. During this time Grace completed her undergraduate degree in Botany and English at Columbia University, then went on to receive her graduate degree in Library Science, also from Columbia, in 1974. Library lore has it that a "cat ladder" hung from a window in the upstairs apartment by which Grace's cats could explore the library and the village as they desired.



Journal News, 1979, Grace posing beside a library exhibit

A dedicated and diligent librarian, Grace truly enjoyed working with the public and taking the time to get to know her patrons. Longtime Piermonters often share fond memories of visiting Grace in the library as children or receiving research help as they pursued higher education. She creatively incorporated her love of Piermont environs with her library work by creating the Beachcomber Book Club, a unique summer reading program during which children would receive shells Grace had collected from the edge of the water as their reward for reading. Each week the children would look forward to receiving a bigger shell for reading more books. She also enjoyed pulling out the film projector and offering the community a weekly movie.

She demonstrated her dedication to the profession of librarianship as an active member of the Library Association of Rockland County for many years. After her retirement she continued to be an enthusiastic supporter of Piermont's library and was a faithful attendee of its many art openings and other events. In her spare time, she enjoyed square dancing and visiting friends on Martha's Vineyard.



Grace with Library Director, Jessica Bowen, at the 2009 Gift of Art Show



Grace with Tom Chapin and her successor, Victoria Lees, at the groundbreaking of the new library in 2005



Journal News, 1975, Grace participating in environmental work

Grace's contributions to Piermont extended beyond her work in the library to tireless environmental advocacy. In 1974 she helped to develop the Piermont Conservation Advisory Commission (CAC), the first CAC in Rockland County, and served on the Village Board from 1979—1982. County Executive Ed Day presented her with the 18th Annual County Executive's Outstanding Environmental Volunteer Award in April 2015.

They say the heart of every community is its library and the heart of every library is its librarian. Grace Meyer improved the lives of countless Piermont residents both directly through her work at the library and indirectly by preserving the environment in which they live, securing her place at the heart of Piermont for generations to come.

Background information provided by Piermont Newsletter, Number 2, 2015 written by Carolyn Doyle <a href="http://www.piermont-ny.com/newsletter/Fall\_15.pdf">http://www.piermont-ny.com/newsletter/Fall\_15.pdf</a>; by friend, Alexis Starke; and from a biography written in 1990.

← Back to In Memoriam

^ Top

↑ Back to In Memoriam

### Kimberly Allen

From:

Andy Stewart

Sent:

Thursday, July 07, 2016 11:43 AM

To:

Alexis Starke; to: franoldenburger@aol.com; Martyn Ryan; Anthony Gazzara; Eve Millard;

June Starke; Larry Soehnel; Lawrence Vail; p kurtz; steinmet; Tom O'Reilly; Watson

Morgan: Ihonigandrea@verizon.net: Deby T: Charlotte Madigan

Cc:

Kimberly Allen

Subject:

RE: Grace Meyer

An amazing person, so important to the life of the village, town, natural areas.... Her passing Will be recognized and memorialized at a town board meeting adjournment soon.

Andrew Y. Stewart, PhD Supervisor Town of Orangetown 26 Orangeburg Rd Orangeburg, NY 10962 845-359-5100 x2261 845-359-2623 FAX astewart@orangetown.com

From: Alexis Starke [mailto:alexis.starke@gmail.com]

**Sent:** Thursday, July 07, 2016 9:16 AM

To: Alexis Starke; to: <a href="mailto:franoldenburger@aol.com">franoldenburger@aol.com</a>; Martyn Ryan; Anthony Gazzara; Eve Millard; June Starke; Larry Soehnel;

Lawrence Vail; p kurtz; steinmet; Tom O'Reilly; Watson Morgan; <a href="mailto:lhonigandrea@verizon.net">lhonigandrea@verizon.net</a>; Deby T; Andy Stewart;

Charlotte Madigan **Subject:** Grace Meyer

Dear OEC,

I know many of you have known Grace Meyer over the years, so I wanted to share with you the sad news of her passing

http://piermontlibrary.org/in-memoriam/memoriam-grace-buhl-meyer/

http://rocklandgov.com/departments/county-executive/press-releases/2015-press-releases/2015-outstanding-environmental-volunteer-honored/

### Kimberly Allen

From:

Vicki Caramante

Sent:

Thursday, July 07, 2016 10:15 AM

To: Subject: Kimberly Allen FW: Grace Meyer

Please add adjournment of Workshop in her honor. Thanks.

Regards,

#### Victoria Caramante

Executive Assistant to

Orangetown Supervisor Andrew Stewart

26 Orangeburg Road

Orangeburg, NY 10962

845-359-5100 Ext.2293

vcaramante@orangetown.com

http://www.orangetown.com/

From: Alexis Starke [mailto:alexis.starke@gmail.com]

Sent: Thursday, July 07, 2016 9:16 AM

To: Alexis Starke; to: franoldenburger@aol.com; Martyn Ryan; Anthony Gazzara; Eve Millard; June Starke; Larry Soehnel;

Lawrence Vail; p kurtz; steinmet; Tom O'Reilly; Watson Morgan; <a href="mailto:lhoniqandrea@yerizon.net">lhoniqandrea@yerizon.net</a>; Deby T; Andy Stewart;

Charlotte Madigan **Subject:** Grace Meyer

Dear OEC,

I know many of you have known Grace Meyer over the years, so I wanted to share with you the sad news of her passing

http://piermontlibrary.org/in-memoriam/memoriam-grace-buhl-meyer/

 $\underline{http://rocklandgov.com/departments/county-executive/press-releases/2015-press-releases/2015-outstanding-environmental-volunteer-honored/$ 



Obituaries



#### **SERVICES**

### Ann F. Wright 1938 - 2016 V Obltuary Condolences

#### Wyman-Fisher Funeral Home Inc.

100 Franklin Ave Pearl River, NY 10965 845-735-2161



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ANN WRIGHT

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#### VISITATION

Tuesday, Jul. 5, 2016 5:00 PM - 9:00 PM

Wyman-Fisher Funeral flome inc. 100 Franklin Ave Pearl River, NY 10965



#### MASS OF CHRISTIAN BURIAL.

Wednesday, Jul. 6, 2016 11:00 AM

Queen of Peace R. C. Church 10 Franklin Place No. Arlington, NJ



#### BURIAL Following Services

Holy Cross Cemetery 340 Ridge Rd No. Arlington, NJ

View Map

#### RESOURCES

- Wright Pages (100+) See More >
- Wright Mentions See More >
- Find a Different A. Wright See More >

Wright, Ann E.

Ann F. Wright PhD, of Pearl River, NY, formerly of North Arlington, NJ, died Saturday, July 2, 2016 surrounded by her loving family at Valley Hospital In Ridgewood, NJ. She was 77.

Dr. Wright was a Professor of Biology at St. Thomas Aguinas College in Sparkill, NY, she was also on the nursing faculty at Holy Name Hospital in Teaneck, NJ. Ann received her PhD in Nursing in May,1995 from Greenwich University.

Ann was born August 1, 1938 in Worcester, MA to Francis and Agnes Keleher,

She is survived by her children, Andrew R. Wright III (Sharon), F. Kelly Wright (Dina), Dr. Kathleen Kelley (Michael) and Jennifer Ranft (Rick); grandchildren, Mike, Shaun (Eva), Brian and Meghan Kelley; Holly and Quinn Wright, She is also survived by her grand pets, Fitz, Mla, Jack, Hero, Nani and Zack, She is predeceased by her husband Andrew R. Wright Jr. (1998).

A Mass of Christian burial will be celebrated 11:00 AM Wednesday at Queen of Peace R. C. Church, 10 Franklin Place, No. Arlington, NJ 07031. Burial will follow at Holy Cross Cemetery, 340 Ridge Rd., No. Arlington. Visiting is Tuesday from 5:00 to 9:00 PM at Wyman-Fisher Funeral Home Inc.

In lieu of flowers donations in Ann's name may be made to Birthright.

Wyman-Fisher

Funeral Home Inc.

100 Franklin Ave.

Pearl River, NY 10965

Published in the The Journal News on July 4, 2016

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#### REMEMBER

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