

**TOWN OF ORANGETOWN
WORKSHOP MEETING
TUESDAY, SEPTEMBER 20, 2016**

This Town Board Meeting was opened at _____p.m.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

- ANNOUNCEMENTS:**
- September 21, 2016 - NY State Department of State will hold a Public Meeting in Rockland County Re: Need to Adopt Cease and Desist Zone
 - September 27, 2016 RTBM – SUPERVISOR'S 2017 BUDGET PRESENTATION
 - September 27, 2016 RTBM at 8:00 P.M. - Open Public Hearing Proposed Local Law Amending Town Zoning Code, relating to New Car Dealership Service and Repair Facilities in non-residential zones within the Route 303 Overlay Zoning District (Res. #396)
 - September 27, 2016 RTBM at 8:10 P.M. – Continue Public Hearing Proposed Local Law Amending Chapter 43 of the Town Code relating to Use and Bulk for Churches and Schools
 - October 4, 2016 WORKSHOP – Architectural Consultant Presentations for Town Hall and Space Planning
 - October 4, 2016 WORKSHOP at 8:00 P.M. – Open Public Hearing Re: One Year Contract/Blauvelt Volunteer Fire Company/Calendar Year 2017
 - October 18, 2016 RTBM - Swearing-in Ceremony New Orangetown Police Officers
 - October 18, 2016 RTBM at 8:00 P.M. – Open Public Hearing Proposed Local Law Amending Chapter 39, entitled Vehicles and Traffic of the code of the Town of Orangetown relating to Stop Sign at South Greenbush Road and Stevens Way.
 - October 22, 2016 - Document Shredding - Open to the public from 8:00 A.M. – Noon. The event will be held in the parking lot of Town Hall, 26 W. Orangeburg Road, Orangeburg, NY (Charlotte Madigan, Town Clerk)
 - November 1st, 2016 RTBM at 8:00 P.M. – Open Public Hearing on PRELIMINARY BUDGET, as per Resolution No. 327, 2016.

- PRESENTATIONS:**
- **DON GABEL/ARIC GORTON** – Re: Establishing Buffer/Rails t Trails / DeLongis Court and Knight Court Section of JB Clarke Rail Trail
 - **BLAUVELT VOLUNTEER FIRE COMPANY** 2017 BUDGET PRESENTATION

- FOR DISCUSSION:**
- **Jim Dean -ROUTE 340 SIDEWALK PROJECT**
Re: Construction Inspection Services Extension

TOWN BOARD

OPEN PUBLIC HEARING ON SEPTEMBER 27, 2016 AT 8:00 P.M./PROPOSED LOCAL LAW NO. ____ OF 2016/AMENDING CHAPTER 43 OF THE TOWN CODE RELATING TO NEW CAR DEALERSHIP SERVICE AND REPAIR IN NON-RESIDENTIAL ZONES WITHIN THE ROUTE 303 OVERLAY ZONING DISTRICT

(As per Resolution No. 396 on 8-16-2016 RTBM)

1. **RESOLVED**, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to New Car Dealership Service and Repair in Non-Residential Zones within the Route 303 Overlay Zoning District, is hereby opened.

CLOSE/PUBLIC HEARING/ PROPOSED LOCAL LAW NO. ____ OF 2016/AMENDING CHAPTER 43 OF THE TOWN CODE RELATING TO NEW CAR DEALERSHIP SERVICE AND REPAIR IN NON-RESIDENTIAL ZONES WITHIN THE ROUTE 303 OVERLAY ZONING DISTRICT

2. **RESOLVED**, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to New Car Dealership Service and Repair in Non-Residential Zones within the Route 303 Overlay Zoning District, is hereby closed.

TOWN BOARD

**ADOPT LOCAL LAW NO. _____ OF 2016,
AMENDING CHAPTER 43, OF THE TOWN
CODE (ZONING) RELATING TO NEW CAR
DEALERSHIP SERVICE AND REPAIR IN
NON-RESIDENTIAL ZONES WITHIN THE
ROUTE 303 OVERLAY ZONING DISTRICT**

3. RESOLVED, that 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

TOWN BOARD

**CONTINUE PUBLIC HEARING ON
SEPTEMBER 27, 2016 AT 8:10
P.M./PROPOSED LOCAL LAW NO. ____ OF
2016/AMENDING CHAPTER 43 OF THE
TOWN CODE RELATING TO USE AND BULK
FOR CHURCHES AND SCHOOLS**

(As per Resolution No. ____ on 9-13-2016 RTBM;
Resolution No. 349 on 7/19/16 RTBM; and
Resolution No. 332 on 6/14/16 RTBM)

4. **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 re-opened and continued.

**CLOSE OR CONTINUE/PUBLIC HEARING/
PROPOSED LOCAL LAW 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 closed or continued.

**LEAD AGENCY/SEQRA/DECLARATION/CHA
PTE R 43, ARTICLE III AND XI OF THE
CODE OF THE TOWN OF ORANGETOWN
REGARDING
TABLE OF GENERAL REGULATIONS**

6. **WHEREAS**, the Town Board has considered the adoption of a Local Law, amending Chapter 43, Article XI, § 11.2, of the Town Code regarding the definition of schools of religious instruction and Article III, Table of General Use and Bulk regulations regarding churches, houses of worship, schools of general instruction and schools of religious instruction; and

WHEREAS, on or about August 3, 2016, the Town Board circulated amongst various potential interested agencies notice of its intention to assume Lead Agency status for the purpose of the environmental review of the above referenced action; and

WHEREAS, being the only Involved Agency, the Town Board hereby assumes the role of Lead Agency for environmental review; and

WHEREAS, acting in its capacity as Lead Agency for environmental review, and after taking a "hard look" at all of the potential environmental impacts that might result from the proposed action, the Town Board has concluded that there will be no significant environmental impact or effect caused or occasioned by the proposed change in the zoning classification of the subject parcel,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby adopts the Negative Declaration annexed hereto, and authorizes the Town Supervisor or his designated agent to execute the Environmental Assessment Form and to take such other and further steps as may be necessary to discharge the Town Board's responsibilities as Lead Agency.

TOWN OF ORANGETOWN, ROCKLAND COUNTY

ZONING TEXT AMENDMENT

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

DATE: September ____, 2016

LEAD AGENCY: The Town Board of the Town of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

TITLE OF ACTION:

Adoption of Local Law No. ____ of 2016 of the Town of Orangetown, amending Chapter 43 Article XI of the Town Zoning Code regarding the definition of schools of religious instruction and Article XI of the Town Zoning Code regarding the Table of General Use and Bulk regulations regarding churches, houses of worship, schools of general instruction and schools of religious instruction.

SEQRA STATUS:

Unlisted Action

DESCRIPTION OF ACTION:

The proposed action consists of providing for the definition of "Schools of religious instruction" in the definitions section of the Town Zoning Code, and providing for the addition and amendment to the Table of General Use and Bulk regulations regarding churches, houses of worship, schools of general instruction and schools of religious instruction.

DETERMINATION:

There will be no significant adverse environmental impact(s) as a result of the proposed action.

REASONS SUPPORTING THIS DETERMINATION:

The proposed action provides for the definition of a school of religious instruction and its insertion into the table of use and bulk regulations to be treated in a similar manner to schools of general instruction, as well as provide for certain bulk and parking regulations regarding schools, churches and houses of worship.

The proposed changes are being made to address certain shortcomings where either no bulk or parking requirements are provided for such uses, or to the extent same were provided, the Board determined it to be beneficial to change such requirements to be consistent with other areas of the code and neighboring municipalities where such regulations have been addressed.

In addition, both the Town Planning Board, pursuant to Town Code Chapter 43, § 10.5, and the County Planning Department, pursuant to General Municipal Law §§ 239 L & M, have reviewed the proposed law, and neither has concluded that the proposed action will have any significant adverse impact.

POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:

Based on the Short Environmental Assessment Form, prepared by the Town's Director of the Office of Building, Zoning, Planning and Enforcement, and the Town Board's familiarity with the parcels and the area in which they are situated, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

- Traffic;
- Agricultural Land Resources
- Historic and Archaeological Resources
- Surface or Groundwater Quantity or Quality
- Critical Environmental Areas
- Energy
- Public Health
- Air Quality and Noise Levels
- Human Health, or
- Future Development of Adjacent and Nearby Lands

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact

For Further Information, Contact:

Town Supervisor Andrew Y. Stewart
Town Hall, Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962
(845) 359-5100

TOWN BOARD

**ADOPT LOCAL LAW NO. _____ OF 2016,
AMENDING CHAPTER 43, ARTICLE III AND
XI OF THE CODE OF THE TOWN OF
ORANGETOWN, REGARDING THE TABLE
OF GENERAL REGULATIONS AND
DEFINITIONS**

7. **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 the Town Code does not specifically contain a definition for, or address the applicability of the code to schools of religious instruction, and providing for such a definition would clarify the applicability of the code to such a use, to be treated in a manner consistent with schools of general instruction, 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:

A LOCAL LAW AMENDING

CHAPTER 43

ARTICLE III and ARTICLE XI OF THE CODE OF THE

TOWN OF ORANGETOWN

REGARDING Table of General Regulations and Definitions

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

Section 1. Chapter 43, Article XI §11.2 entitled "Definitions" of the Code of the Town of Orangetown is hereby amended by adding the following definition regarding schools so as to clarify the applicability of the zoning code. As amended, Additions are underlined, ~~Deletions are stricken~~. The said section of the Code is amended as follows:

SCHOOL OF RELIGIOUS INSTRUCTION

Any public or private school offering courses in religious instruction at least five days per week and seven months per year.

Section 2. 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, Schools of general instruction and schools of religious instruction. As amended, Additions are underlined, ~~Deletions are stricken~~. The said section of the Code is amended as follows:

A) Chapter 43, Article III

§3.11 Use Table

i) District

R-80

*Column 2, **Uses Permitted by Right**

Item Number 6. Schools of general instruction, *schools of religious instruction*.

Column 6, **Minimum Required Off-Street Parking Spaces,**

Use

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

Column 6

Item 4. Schools of general instruction, *schools of religious 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 2

Item Number 4. Schools of general instruction, *schools of religious instruction*.

Column 6 Minimum Required Off-Street Parking Spaces,

Item11. Schools of general instruction, *schools of religious 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,

Item12. Trade schools and other schools of special instruction

At least 1 Parking Space for Each Same as CS.

B) Chapter 43, Article III

§3.12 Table of General Bulk Regulations

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 and7) (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.

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 and7) (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.

vii) **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

Section 3. 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 4. This Local Law shall take effect immediately upon filing with the Secretary of State.

TOWN BOARD

**SET PUBLIC HEARING/CONTRACT
BLAUVELT VOLUNTEER FIRE DEPARTMENT
FOR 2017**

8. **RESOLVED**, that pursuant to Town Law Sect. 184, the Town Board will hold a Public Hearing on **October 4, 2016, at 8:00 P.M.**, to consider a Contract, with the Blauvelt Volunteer Fire Department, for 2017 fire protection services in and throughout the Blauvelt Fire Protection Fire District, within the Town.

**RESCIND RESOLUTION NO. 453, RTBM OF
SEPTEMBER 13, 2016/AND SET NEW DATE
FOR OCTOBER 18TH, 2016 AT 8:10
P.M.FOR PUBLIC HEARING/PROPOSED
LOCAL LAW AMENDING CHAPTER 43,
ADDING ARTICLE XV, TO THE CODE OF
THE TOWN OF ORANGETOWN REGARDING
THE ESTABLISHMENT OF A LANDLORD
REGISTRY**

9. **RESOLVED**, that upon the request of Councilman Diviny, and with the approval of the Town Board, rescind Town Board Resolution #453 of September 13, 2016 RTBM, and set new date for public hearing on **October 18th, 2016 AT 8:10 p.m.**, for proposed local law amending Chapter 43, adding Article XV, to the Code of the Town of Orangetown regarding the establishment of a Landlord Registry.

TOWN BOARD

**STATE GRANT – NEW NY BRIDGE
COMMUNITY BENEFITS FUND GRANT
"Enhanced Public Safety and Emergency
Incident Response"/AUTHORIZE THE
TOWN SUPERVISOR TO ACT ON BEHALF
OF THE TOWN/GRANT AMOUNT \$173,000**

10. WHEREAS, New NY Bridge Project Community Benefit Fund (CBF) provides grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

WHEREAS, the Town of Orangetown submitted an application to the CBF for the project known as "Enhanced Public Safety and Emergency Incident Response" in the amount of \$173,000 for the purchase of the following:

- two new police cars;
- two new variable message signs with radar;
- one mobile license plate reader;
- one traffic camera with fiber link at the Route 59/Route 9W interchange;
- two bicycle traffic counters;
- a bicycle traffic planning study; and

WHEREAS, pursuant to the CBF, the NY State Thruway Authority has decided to support the Town's efforts to improve road safety and enhance emergency response in the area of the New NY Bridge through the funding of various emergency/traffic safety equipment purchases and a traffic study (the "Project") by paying (\$173,000) one hundred seventy-three thousand Dollars from the CBF to the Town as provided for herein (the "Authority Funds"); and

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

1. That the Town of Orangetown hereby and with gratitude accepts the grant of \$173,000 from the New NY Bridge Community Benefits Fund for the project known as "Enhanced Public Safety and Emergency Incident Response;" and
2. That the Town Supervisor is authorized to act in behalf of the Municipality's governing body in all matters related to the New NY Bridge Community Benefits Fund award. The representative is also authorized to make application, execute the Community Benefits Fund Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to Community Benefits Fund assistance; and
2. That this Resolution takes effect immediately.

TOWN BOARD

**NORTH MIDDLETOWN RD. SIDEWALK
PROJECT / ASSUME LEAD AGENCY STATUS
UNDER SEQRA, AND ADOPT NEGATIVE
DECLARATION**

11. WHEREAS, the Town has made application for, and been awarded, the sum of \$1,899,859.00 in Transportation Enhancement Program ("TEP") funds, on a 75% [TEP] / 25% [Town] matching basis, for the payment of the costs associated with the North Middletown Road Pedestrian Link Project, through which the Town will improve pedestrian safety along North Middletown Road by the installation of new sidewalks, center islands and other, related pedestrian safety features; and

WHEREAS, the acquisition and expenditure of such monies, and the construction of the proposed project in the manner contemplated, are actions subject to review under the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, on August 16, 2016, at a Regular Meeting of the Town Board, duly noticed and conducted in accordance with law, the Town Board by resolution No. 394 of 2016, made the preliminary determination that the proposed action is an Unlisted action subject to review under SEQRA, declared its intention to act as lead agency for purpose of coordinated environmental review, and directed that notice of its intention to so act be circulated amongst various potential involved and/or interested agencies; and

WHEREAS, more than 30-days have passed since the said circulation and no agency has objected to the Town Board assuming the role of lead agency,

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to Sections 617.6(b) and (c) of the N.Y.C.R.R., (i) the Town Board hereby assumes the role of lead agency in connection with the environmental review of the proposed change of zone; and (ii) declares such action to be an "Unlisted action" under SEQRA for the purpose of such review; and

BE IT FURTHER RESOLVED, acting in its capacity as lead agency for environmental review, and having taken a "hard look" at all of the potential environmental impacts that might result from the proposed action, the Town Board has concluded that there will be no significant environmental impact or effect caused or occasioned by the funding and construction/implementation of the North Middletown Rd. Pedestrian Link sidewalk project, a project that will improve pedestrian safety along North Middletown Road and Central Avenue, in Pearl River, New York, and which is being funded on a matching basis as part of the Transportation Enhancement Program ("TEP"), with 75% of the funding therefor from the TEP and 25% matching funds from the Town of Orangetown.

THEREFORE, for the aforesaid reasons, and others as set forth, the Town Board adopts the Negative Declaration annexed hereto and authorizes the Town Supervisor or his designated agent to endorse the Environmental Assessment Form and to take such other and further steps as may be necessary to discharge the Town Board's responsibilities as lead agency.

The aforesaid resolution was moved by _____, seconded by _____, and (adopted / rejected) by a vote of ___ Ayes ___ Nays and ___ Abstentions.

**TOWN OF ORANGETOWN, ROCKLAND COUNTY
ZONING TEXT AMENDMENT**

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

DATE: September 20, 2016

LEAD AGENCY: The Town Board of the Town of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

TITLE OF ACTION:

North Middletown Rd. Pedestrian Link / North Middletown Rd., Pearl River, New York, from Crooked Hill Rd. to E. Central Ave.

SEQRA STATUS:

Unlisted Action

DESCRIPTION OF ACTION:

The proposed action consists of the funding and construction/implementation of North Middletown Rd. Pedestrian Link sidewalk project, a project that will improve pedestrian safety along North Middletown Road and Central Avenue, in Pearl River, New York. The project is part of the Transportation Enhancement Program ("TEP"), with 75% of the funding therefor from the TEP and 25% matching funds from the Town of Orangetown.

More specifically, this federally funded local project involves the removal and replacement of deteriorated segments with the construction of new sidewalks to create a continuous network along North Middletown Rd. from Crooked Hill Road to East Central Ave. and along East Central Ave. from North Middletown Rd. to William Street. Ramps will be evaluated and replaced if not ADA/PROWAG compliant. Pedestrian signals and crosswalks will be evaluated and enhanced as required across North Middletown Rd. and various side streets and plaza entrances. Landscaping and lighting will be installed, as warranted.

DETERMINATION:

There will be no significant adverse environmental impact(s) as a result of the proposed action.

REASONS SUPPORTING THIS DETERMINATION:

The proposed action will improve safety along a heavily travelled section of road, replacing deteriorated sections of sidewalk and creating a continuous network. The project will further include the installation of ramps, lighting and crosswalks, as needed, for among other reasons, ADA compliance.

POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:

Based on the Short Environmental Assessment Form, prepared by the Town's Highway and Engineering Departments, and the Town Board's familiarity with the parcels and the area in which they are situated, all incorporated herein by reference, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

- Traffic;
- Agricultural Land Resources
- Historic and Archaeological Resources
- Surface or Groundwater Quantity or Quality
- Critical Environmental Areas
- Energy
- Public Health
- Air Quality and Noise Levels
- Human Health, or
- Future Development of Adjacent and Nearby Lands

Indeed, for the reasons stated, the proposed action will have only positive impacts on the environment.

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact

For Further Information, Contact:

Andrew Y. Stewart
Town Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962
(845)359-5100

TOWN ATTORNEY

**TAX CERTIORARI/PARADISE HARBOR
CONDOMINIUM v. ORANGETOWN, TOWN
OF, ET AL/TAX MAP DESIGNATION 75.55-
1-1.4/51-1.4/417**

12. **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 *Paradise Harbor Condominium v. Orangetown, Town of, et al.*, Tax Map designation 75.55-1-1.4/51-1.4/417, (Gair Street, Piermont) for the tax assessment year 2015, for a total refund by the County of \$6,861, a total refund by the Town of \$3,449 and a total refund by the School District of \$34,023. 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.).

**TAX CERTIORARI/STIPE REALTY
CORP. v. ORANGETOWN, TOWN OF, ET AL/
TAX MAP DESIGNATION 69.17-1-8**

13. **RESOLVED**, that upon the recommendation of the Assessor, approve and authorize Dennis D. Michaels, Deputy Town Attorney, to sign Stipulation and Order and Judgment Reducing Assessments regarding the tax certiorari proceeding *Stipe Realty Corp. v. Orangetown, Town of, et al.*, Tax Map designation 69.17-1-8, (40 S. Middletown Road, PR) for the tax assessment years 2012 through 2016, for a total refund by the County of \$3,207, a total refund by the Town of \$6,746 and a total refund by the School District of \$32,084. 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.).

**LEASE AGREEMENT W/GOOSETOWN
COMMUNICATIONS, INC.
OPD/AVTEC RADIO SYSTEM**

14. **RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a SIXTY (60) MONTH lease, on behalf of the Town, as proposed and written, with GOOSETOWN COMMUNICATIONS, INC. for the installation, maintenance and furnishing of Avtec Radio System equipment consisting of a console, cpu, work stations, etc., for a sum of THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$3,250.00) DOLLARS per month.

POLICE DEPARTMENT

**APPOINT TERRENCE J. AMBROSE/POLICE
OFFICER – RESIDENT OF THE TOWN OF
ORANGETOWN/EFFECTIVE SEPTEMBER
28, 2016/POLICE DEPT**

15. **RESOLVED**, that upon the recommendation of the Chief of Police, appoint Terrence J. Ambrose from Rockland County Civil Service List # 12100/61-134, to position of "Police Officer/Resident of the Town of Orangetown/Permanent effective September 28, 2016, at a salary consistent with the labor agreement between the Town of Orangetown and Orangetown PBA."

**APPOINT RYAN S. EIRAND/POLICE
OFFICER – RESIDENT OF THE TOWN OF
ORANGETOWN/EFFECTIVE SEPTEMBER
28, 2016/POLICE DEPT**

16. **RESOLVED**, that upon the recommendation of the Chief of Police, appoint Ryan S. Eirand from Rockland County Civil Service List # 12100/61-134, to position of "Police Officer/Resident of the Town of Orangetown/Permanent effective September 28, 2016, at a salary consistent with the labor agreement between the Town of Orangetown and Orangetown PBA."

**NOMINATE ALEXANDROS C. TSIRONIS
(PROVISIONAL) TO COMPLETE NEXT
PHASE OF CIVIL SERVICE TESTING
PROCESS FOR INFORMATION SERVICES
AND RECORDS MANAGEMENT SPECIALIST
(POLICE DEPT)**

17. **RESOLVED**, that upon the recommendation of the Chief of Police, nominate provisional employee Alexandros C. Tsironis from Rockland County Civil Service list #16051 to complete the next phase of civil service testing process needed to receive a permanent appointment to the title of "Information Services and Records Management Specialist (Police Department). Mr. Tsironis's salary will continue to be consistent with the provisions of the labor agreement between the Town of Orangetown and Orangetown CSEA.

PERSONNEL

**AUTHORIZE SUPERVISOR TO SIGN
CONTRACT/NYACK HOSPITAL (EMPLOYEE
ASSISTANCE PROGRAM)/OCTOBER 1,
2016 THRU SEPT 30, 2017**

- 18.** Authorize the Supervisor to sign the annual contract with Nyack Hospital EAP (Employee Assistance Program) beginning October 1, 2016, and ending September 30, 2017, at a cost of \$10,920.00.

PARKS DEPARTMENT

**AUTHORIZE PARKS DEPARTMENT TO RE-
ESTABLISH BUFFER/RAILS TO TRAILS
/DELONGIS COURT AND KNIGHT COURT
SECTION OF JB CLARKE RAIL TRAIL**

- 19. WHEREAS,** Orange and Rockland Utilities (ORU) Vegetation Management has commenced along its transmission right-of-way along the JB Clarke Rail Trail which is owned and managed by the Town of Orangetown as a linear park; and

WHEREAS, over 1600 feet of trees and other plantings along the DeLongis Court section of the Rail Trail, plus another 300 feet of trees and plantings along Knight Court section of the Rail Trail, will be removed by ORU, effectively eliminating a buffer between the Rail Trail and adjacent homes; and

WHEREAS, maintaining a buffer between the Rail Trail and adjacent homes is an important part of the trail's maintenance for both trail users and adjacent homeowners; and

WHEREAS, the Town's Parks Consultant developed a schedule of appropriate and compliant materials to be planted along the Rail Trail to re-establish the buffer, for which bids were requested, received and recorded, the winning bid being in the amount of XXX from the firm XXX; and

WHEREAS, it is the recommendation of the Superintendent of Parks that the Town immediately authorize the amount of XXX to re-establish the buffer along the DeLongis and Knight Court sections of the JB Clark Rail Trail with work to commence immediately so as to take advantage of the optimal time for trees and plantings to take root before winter.

PARKS AND RECREATION/HIGHWAY DEPARTMENTS

APPROVE/AID/BLAUVELT LIONS CLUB/APPLEFEST 2016/2 PORT-O-JOHN UNITS (1 REG/1 ADA COMPLIANT),

20. **RESOLVED**, upon completion of all necessary paperwork, the Superintendent of Parks and Recreation has forwarded for approval by the Town Board, the rental of 2 port-o-john units (1 regular, 1 ADA Compliant); and authorize the Highway Department to lend assistance which includes the use of garbage cans and recycling kiosks for the Blauvelt Lions 13th Annual APPLEFEST in Piermont on Sunday, September 25, 2016, from 6:00 A.M. to 6:00 P.M..

AID/PEARL RIVER LIONS CLUB/ANNUAL FLEA MARKET & CRAFT FAIR/OCTOBER 15, 2016/USE OF GARBAGE PAILS, ROLL-OFF DUMPSTER, AND 4 PORT-O-SANS/

21. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway and Parks Departments to lend assistance which includes the use of garbage pails and a roll off dumpster from the Highway Department and (4) port of sans from the Parks Department for the Annual Flea Market & Craft Fair on Saturday, October 15, 2016, from 9 am to 5 pm.

POLICE AND HIGHWAY DEPARTMENTS

APPROVE AID/TEAM KJ DUATHLON/OCTOBER 9, 2016/USE OF BARRICADES, CONES, BARRELS/POLICE PRESENCE/

22. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway and Police Departments to lend assistance which includes the use of barricades, cones, and barrels from the Highway Department and police presence from the Police Department for the Team KJ Duathlon, on Sunday, October 9th, 2016, from 7 am to 12 pm.

HIGHWAY DEPARTMENT

**AUTHORIZE BROOKER ENGINEERING TO
PERFORM CHERRY BROOK FLOOD
MITIGATION SURVEY AND FLOOD
CONTROL DESIGN SERVICES (EAST
CENTRAL AVENUE TO GEORGE STREET,
PEARL RIVER)**

- 23. RESOLVED**, that upon the recommendation of the Superintendent of Highways, Brooker Engineering is hereby authorized to perform Cherry Brook Flood Mitigation survey and flood control design services (from East Central Avenue to George Avenue, Pearl River) in an amount not to exceed \$12,500.

**AWARD BID/YONKERS PAVING
CONCEPTS/PRE-FORMED IMPRINTED
THERMOPLASTIC DECORATIVE HIGHWAY
TRAFFIC PAVEMENT
SURFACING/HIGHWAY DEPT**

- 24. RESOLVED**, upon the recommendation of the Superintendent of Highways, the purchase of Pre-Formed Imprinted Thermoplastic Decorative Highway Traffic Pavement Surfacing and installation services is hereby awarded to Yonkers Paving Concepts, the only qualified bidder, in the amount of \$24.45 per square foot, not to exceed 5,000 square feet.

**AWARD BID/YONKERS PAVING
CONCEPTS/STAMPED ASPHALT AND
COLORED SURFACE TREATMENT
APPLICATION AND INSTALLATION
SERVICES**

- 25. RESOLVED**, upon the recommendation of the Superintendent of Highways, the purchase of Stamped Asphalt and Colored Surface Treatment Application and Installation services in the amount of \$15.25 per square foot, not to exceed 5,000 square feet and the purchase of Colored Surface Treatment Application and Installation services in the amount of \$5.04 per square foot, not to exceed 2,000 square feet is hereby awarded to Yonkers Paving Concepts, the only qualified bidder.

IT DEPARTMENT

APPROVE/SURPLUS EQUIPMENT/ IT

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

Make/Model	Qty
Yealink T-22	6
Yealink T-26	2
Yealink T-28	39

Adjournments at _____ in memory of:

- Veronica Blaine, Blauvelt,
Member of Senior Citizens Committee
- Thomas H. Hutchinson, Pearl River
U.S. Navy Veteran

Town of Orangetown

Town Hall 26 Orangeburg Road · Orangeburg NY, 10962

Telephone: (845) 359-5100 ext. 2261 · Fax: (845) 359-2623

e-mail: supervisor@orangetown.com

website: www.orangetown.com



Andrew Y. Stewart, Ph.D.

Supervisor

For Immediate Release – September 15, 2016

Contact: Andy Stewart, Town Supervisor

Office: 845-359-5100

Cell: 845-729-5590

Email: astewart@orangetown.com

NY State Schedules Public Meeting on Realtor Solicitations

Orangeburg, NY - The NY State Department of State has announced its Division of Licensing Services will hold a public meeting in Rockland County to consider the need to adopt Cease and Desist Zone in the community. The meeting will be held on Wednesday, September 21, 2016, from 6 to 9 p.m. in the Auditorium of the Cultural Arts Center at Rockland Community College, 145 College Road, Suffern, NY, 10901.

The Supervisor's Office has worked closely with Assembly Member Ellen Jaffee, State Senator David Carlucci, and the leadership of CUPON (Citizens United to Protect Our Neighborhoods)/Rockland and CUPON/Chestnut Ridge to push the State to schedule this meeting.

"We applaud the Department of State for scheduling this hearing in Rockland, giving area residents the forum to share their concerns about the aggressive, blockbusting tactics some realtors and their representatives employ to get people to sell their homes," said Orangetown Supervisor Andy Stewart. "For many months, Town residents have felt the pressures of aggressive realtors looking to purchase homes that are not for sale. Repeated solicitations may cause homeowners to believe their property values may decrease and their neighborhood is changing – this is 'blockbusting.' The Department of State has the authority to ban real estate solicitation in hard-hit areas. Orangetown's 'Do Not Knock' law covers door-to-door solicitation, but only the State can halt mailers, all other forms of solicitation, and suspend the licenses of unscrupulous realtors."

Supervisor Stewart strongly encourages any resident with a story to tell to testify at the meeting and to connect with CUPON by sending an email to cuponchestnutridge@gmail.com.

###

#14



58 NORTH HARRISON AVENUE · CONGERS, NY 10920
(845) 268-7500 · 1-888-466-7386
FAX (845) 268-5345

Managed Services Communications Equipment Agreement

This Rental Agreement ("Agreement") is made as of SEPTEMBER _____, 2016 ("Effective Date") between

Goosetown Enterprises, Inc. d/b/a Goosetown Communications, ("Goosetown"), whose principal place of business is 58 North Harrison Avenue, Congers, New York 10920 and

the Town of Orangetown Police Department, (Customer) whose principal location is 26 Orangeburg Road, Orangeburg, NY 10962.

Model and Serial Numbers to be provided upon installation.

4	Scout	AVTEC Scout Four Position Dispatch Console addition, including: CPU, Media Work Stations, desktop microphone, 2 speakers per position, 19" touch screen monitor, integration to existing Scout Console System & radio resources, MDC, IRR, programming, set up and interface to existing radio system. Does not include any construction.	\$ 3,250.00
---	-------	---	-------------

All equipment associated will remain the property of Goosetown during the term of this agreement. There is no purchase option implied or provided. The rental rate is THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$3,250.00) DOLLARS per month for a term total of SIXTY (60) months, commencing on the first (1ST) day of the month following the date of installation of the equipment.

Goosetown will install the equipment within ONE HUNDRED TWENTY (120) days after the date of this agreement.

Goosetown shall not be liable for delays in delivery due to causes beyond its reasonable control including acts of God, acts of the lessee, war, fire, strikes, or delays in transportation.

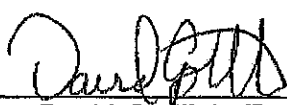
Customer agrees to pay a total rental fee of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 (\$195,000.00) DOLLARS.

Payments will be made semi-annually in advance, upon billing by Goosetown Enterprises, Inc. d/b/a Goosetown Communications for each monthly period for the term of the agreement. All payments are due whether or not said equipment is in use. If any rental payment is not received for a period of sixty (60) days or more after becoming

#14

due, Customer shall be considered in default of this lease agreement. Goosetown will provide written notice of such default, and may take possession of all equipment without further notice. All equipment listed in the agreement must be maintained and repaired by Goosetown or a repair station designated, in writing, by Goosetown. Customer will be responsible, at the end of the agreement, to return all rental equipment (determined by serial number) to Goosetown office.

Agreed to this _____ day of SEPTEMBER, 2016.

BY: 
Name: David Gottlieb, Executive VP

BY: _____
Name:

Goosetown Enterprises, Inc. d/b/a
Goosetown Communications

Company: Town of Orangetown
Police Department

#147

Communications Equipment Service Agreement

Goosetown Enterprises, Inc. d/b/a Goosetown Communications ("Goosetown") agrees to furnish PREVENTIVE MAINTENANCE and PLATINUM PLUS SERVICE as described in the following pages, on the following equipment:

Quantity	Model Number	Description
4	Scout	AVTEC Scout Four Position Dispatch Console addition. Including: CPU, Media Work Stations, desktop microphone, 2 speakers per position, 19" touch screen monitor, integration to existing Scout Console System & radio resources, MDC, IRR, programming, set up and interface to existing radio system.

Normal working hours: 8:30 A.M. to 5:00 P.M. Monday through Friday (excluding holidays) for mobiles and portables and 24x7 coverage on all base, console equipment and repeater equipment.

Special Provisions:

This Service Agreement begins in conjunction with the Lease Agreement between Goosetown and Customer dated this the ____ day of SEPTEMBER, 2016.

Goosetown and Customer agree to all the provisions on the face and attached two (2) pages.

Agreed to this ____ day of SEPTEMBER, 2016

By:

Goosetown Enterprises, Inc. d/b/a
Goosetown Communications



Name: David Gottlieb

Executive Vice President

Title

Town of Orangetown Police Department

Name:

Title:

Provisions of Service Contract

1. Preventive Maintenance:

Goosetown will, in accordance with its standard practice, annually inspect Customer's communications equipment listed on page one (1) of this contract, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition. These inspections will include transmitter measurements consisting of frequency measurements, deviation measurement, and power output measurements as required by the Federal Communications Commission.

2. Platinum Plus Service:

a) Console system base station: A technician will be dispatched, within one hour, to perform emergency service as may be required to restore the base station to normal operation. This service will be provided at any time, as often as required, without additional charge. Additionally, all components are covered for damages arising out of any acts of God, but limited to severe physical abuse. A loaner will be provided, at no additional cost, in the event the equipment cannot be promptly returned to service. Failures resulting from severe physical abuse will be billed to the Lessee on a time and materials basis, as determined by Goosetown's current price list.

3. Additional Services:

Upon the request of Customer and at rates in effect at the time of performance, Goosetown will:

- a) Install additional communications equipment;
- b) Arrange for service of towers, tower lights, antennas and transmission lines;
- c) Repair and restore to normal operating condition any communication equipment not listed on page one of this agreement, but forming a part of the customer's communication system.

4. Goosetown's Responsibility:

Goosetown warrants that all services performed on the equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications.

It is specifically agreed that Goosetown shall not be liable to Customer for:

- a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof, unless said failure is a direct result of Goosetown's gross negligence. In no event shall Customer or any employee, or Customer's customer make any claim against Goosetown Communications, Inc. for indirect or consequential damages, unless said damages are a result of Goosetown's gross negligence. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Goosetown further shall not be responsible for modifying or making

#14

additions to the communication system of Customer possible as a result of progress in the technical art unless requested and paid for by Customer as provided.

5. Revision of Rates:

The rates set forth in this agreement are effective for a period of SIXTY (60) MONTHS commencing on the first (1ST) day of the month following the date of installation of the equipment. Adjustments may only be made, if in writing and by mutual consent of both Lessee and Lessor.

6. Additional Equipment:


If at any time Customer and Goosetown desire to include any additional communication equipment within the scope of this Agreement, they may do so by mutual agreement, in writing, provided that such equipment is added at rates in effect at time of performance. Additionally customer may upgrade current hardware without penalty provided said upgrade is added at rates and terms in effect at the time of performance.

7. Term:

The Term of this service agreement shall begin upon the completion of the installation of equipment listed on page one (1) of this agreement unless otherwise specified under Special Provisions. The term of this service agreement shall continue for SIXTY (60) MONTHS.

8. Ownership:

All equipment installed by Goosetown Enterprises, Inc. or its agents shall at all times remain property of Goosetown. It is further agreed to and understood that Goosetown and its designee shall be the only parties authorized to work on equipment listed in this agreement. _____ Initial



David Gottlieb VP
Goosetown Enterprises Inc. d/b/a
Goosetown Communications

Dated 9/12/16

Name

Company: Town of Orangetown Police
Dated _____



PROFESSIONAL SERVICES CONTRACT
(EMPLOYEE ASSISTANCE PROGRAM)

THIS AGREEMENT, made and executed as of this 1st day of October 2016 between Nyack Hospital (the "Hospital") a non-profit acute care hospital located at 160 N. Midland Avenue, Nyack, NY 10960 and the Town of Orangetown (the "Company").

WITNESSETH

WHEREAS, the Hospital provides Employee Assistance Programs to outside Employers; and

WHEREAS, the Company is in need of such programs for its employees; and

WHEREAS, it is the desire of the Hospital and the Company to agree on the terms pursuant to which Hospital will provide such Services to Company;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and the Company agree as follows:

1. SERVICES

The Hospital shall provide the following services:

- A) Annual All employee Orientation Meetings to promote the program.
- B) Annual Supervisory Training sessions to inform and educate managers to the Employee Assistance Program's Supervisory Referral process.
- C) All promotional materials including, but not limited to, Employee Assistance Program posters, brochures, paycheck stuffers, employee promotional letter and other promotional correspondence.
- D) Professional assessment, consultation and referral services as necessary to troubled employees and/or their families.
- E) Quarterly reports to designated individuals to include utilization rates and other non-identifying demographic information.
- F) Monthly reports to designated individuals of all employees referred by Supervisors for poor job performance (Supervisory Referrals) indicating whether the employee is or is not in treatment. No further details will be provided unless the employee in treatment signs an appropriate release.

Other services not covered herein must be separately negotiated by the parties.

2. TERM OF AGREEMENT AND TERMINATION

This Agreement shall commence as of the 1st day of October 2016 and shall continue in full force and effect for a period of one year(s). Said term shall automatically be extended for successive one (1) year periods thereafter unless terminated by either party hereto as permitted by the terms of this Agreement. Either party may terminate this Agreement by giving not less than thirty (30) days prior written notice of the

intention to terminate this Agreement, unless the parties mutually consent to a shorter notice period or as otherwise set forth herein.

3. COMPENSATION FOR SERVICES

Company shall pay Hospital for Services rendered in accordance with the fee schedule attached hereto as Exhibit A, and incorporated herein by reference.

4. GENERAL PROVISIONS

A. **Indemnity.** Company and Hospital agree to indemnify, defend and hold harmless the other party, including, as applicable, its shareholders, officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney's fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of that party, its officers, directors, employees and/or agents and/or such party's breach of this Agreement. The indemnification provided under this paragraph shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by the parties that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder.

B. **Compliance with Law.** The Hospital and the Company shall each comply with all applicable federal, state and local laws, regulations and policies with respect to the performance of this agreement, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection and the like.

C. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York applied without giving effect to any conflict-of-laws principles.

- D. **Modifications.** This instrument contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions contemplated hereby. The Agreement may not be changed or terminated orally but may only be changed by a written agreement signed by the parties against whom enforcement of any waiver, change, modification, extension, discharge, or termination is sought.
- E. **Notices.** Any notice required or permitted hereunder or any agreement or document executed and delivered in connection with this Agreement shall be deemed to have been served properly if hand delivered to an authorized representative or recipient or mailed by certified or registered United States mail or by overnight express, postage or charges prepaid, or by facsimile if such facsimile transmission permits confirmation to the addresses or facsimile numbers listed below, and properly addressed to the respective party to whom such notices relate at the following address:

IF TO COMPANY:

Town of Orangetown
Orangetown Town Hall
26 Orangeburg Road
Orangeburg, NY 10962
Attention: Donna Morrison, Human Resources Coordinator

IF TO HOSPITAL:

Nyack Hospital
Employee Assistance Program
One Blue Hill Plaza - 6th floor
Suite 1608
Pearl River, NY 10965
Attn: Susan Mazzarella, LCSW, CEAP
Director, Employee Assistance Program

- F. **Confidential and Proprietary Information.** It is expressly understood that the systems, methods, procedures, policies, manuals, other written materials and controls, developed or employed by Hospital and Company in the performance of this Agreement are proprietary in nature, shall remain the property of the Hospital or Company and shall not, at any time, be utilized, distributed, copied, or otherwise employed or acquired by the other party except during the term of this Agreement, unless prior written approval is obtained from the party owning the information. *This provision shall survive the termination of this Agreement.*
- G. **Non Discrimination.** Both parties to this Agreement shall comply with all applicable federal, state, and local laws and regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either party.
- H. **Assignment and Binding Effect.** Neither party shall have the right to assign or delegate its obligations hereunder without the prior written consent of the other party. Notwithstanding, the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefit of permitted successors and assigns of Company and Hospital.
- I. **NYCRR400.4** Notwithstanding any other provision in this Agreement, each party remains responsible for ensuring that any service provided by it pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

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

Nyack Hospital

Town of Orangetown

By _____
Mark Geller, MD, President & CEO

By _____
Andy Stewart, Town Supervisor

Date _____

Date _____

TOWN OF ORANGETOWN:

EXHIBIT A

FEE SCHEDULE

**EAP SERVICES FOR CONTRACT YEAR BEGINNING ON
OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017**

CONTRACT FEE..... \$10,920.00

(Fee for 260 Employees)

to be paid within 45 days of receipt of invoice

RECEIVED

SEP 14 2016

TOWN OF ORANGEBURG
HIGHWAY DEPARTMENT



Blauvelt Lions Club

PO Box 55

Blauvelt, NY 10913

July 14, 2016

Highway Department

Route 303

Orangeburg, NY 10962

Dear Mr. Jim Dean,

The Blauvelt Lions Club is having its 13th Applefest in Piermont on Sunday, September 25, 2016. Our rain date is Sunday, October 2. This is our largest fundraiser of the year and the funds raised here help us make donations to help others in the community.

We are asking the Highway Dept. to provide garbage cans and recycle bins, to be delivered to Flywheel Park and be picked up after the event is over.

Please call me at 914-557-5681 or email mikec2825@hotmail.com, if you need further information.

Thank you very much for your consideration.

A handwritten signature in black ink, appearing to read "Mike Conklin".

Mike Conklin, President

#20
Received
Sept. 16, 2016



Blauvelt Lions Club

PO Box 55

Blauvelt, NY 10913

July 14, 2016

Parks Department

Hunt Road

Orangeburg, NY 10962

Dear Mr. Aric Gorton,

The Blauvelt Lions Club is having its 13th Applefest in Piermont on Sunday, September 25, 2016. Our rain date is Sunday, October 2. This is our largest fundraiser of the year and the funds raised here help us make donations to help others in the community.

We are asking the Parks Dept. to provide two (2) port-o-sans, one regular and one handicapped, to be delivered to Flywheel Park and be picked up after the event is over.

Please call me at 914-557-5681 or email mikec2825@hotmail.com, if you need further information.

Thank you very much for your consideration.

A handwritten signature in black ink, appearing to read 'Mike Conklin'.

Mike Conklin, President

RECEIVED

SEP 14 2016

CLERK OF COUNTY OFFICER
REGISTRATION DIVISION

#21

*Scan - Highway
Fairs/Rep*
RECEIVED JUL 18 2016

RECEIVED
SEP - 5 2016



TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
PEARL RIVER LIONS CLUB
Pearl River, New York 10965

16-SP-44

July 13, 2016

Town Board
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Re: Annual Flea Market and Craft Fair

The Pearl River Lions Club would like to request the Town Board to approve the use of Town property for our event scheduled for Saturday, October 15, 2016 at the Central Avenue Field in Pearl River. We have already submitted a permit request to the Pearl River School District for use of the field.

Town property to be used: 4 portable toilets, 8 large garbage pails, and one roll-off dumpster.

Thank you very much for your consideration of this matter. I also wish to thank the Town Board for its assistance in the past years with this event. Having the facilities mentioned above available has made the event more successful for our fundraising efforts, more enjoyable for both the shoppers and vendors, and helped us to leave the field in good condition when we leave.

Sincerely yours,

Ralph Fasano
Chairman, Flea Market and Craft Fair
Pearl River Lions Club
(845) 735-9519

RECEIVED

AUG 22 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

8/22/16

To: Allen Kim, Supervisors Administrative Secretary

From: Michael Bosco

RE: Team KJ Duathlon on October 9th 2016

We hereby request the use of the following items from the Town of Orangetown Highway Department. Please put these items on the next Town Board Agendas meeting:

-250 weighted barricades

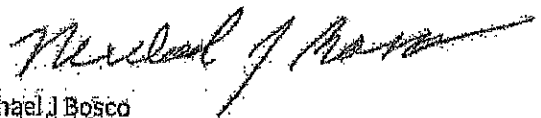
-75 highway cones

-500' of crowd control barrel

-Barricades

If you have any questions or concerns, please give me a call at 917-514-2311.

Sincerely yours,



Michael J. Bosco

917-514-2311



BROOKER ENGINEERING, PLLC

NY OFFICE
74 Lafayette Ave
Suffern, New York 10901

Tel: 845.357.4411
Fax: 845.357.1886

NJ OFFICE
46 North Central Ave
Ramsey, New Jersey 07446

Tel: 201.684.1221
Fax: 201.684.1223

August 1, 2016

Town of Orangetown Highway Department
119 Route 303
Orangeburg, NY 10962

Attn: Jim Dean, Superintendent

Re: Proposal for Cherry Brook Flood Mitigation Services

Dear Mr. Dean:

Thank you for the opportunity to submit this proposal for survey and flood control design services for the Cherry Brook floodplain. As per our discussion, we propose to analyze the storm drainage and open channel system between Forest Avenue to the north and Bogert Avenue to the south and recommend potential improvements for flood control. More specifically, this will include a hydraulic analysis of the open channel north of Forest Avenue, the closed storm drainage system at Forest Avenue, the open channel upstream and downstream of Brightwood Avenue, and the culvert at Brightwood Avenue. The study will also extend downstream to East Central Avenue in order to establish starting conditions for the hydraulic model.

We propose to perform the following scope of services:

Task 1: Survey and Flood Control Study

1. Survey rims and inverts of catch basins indicated in your GIS survey plan from East Central Avenue (downstream limits) to the open channel downstream of George Avenue. All new survey to be in NAVD 88 datum.
2. Use Rockland County mapping as a basemap and supplement this with the surveyed catch basin information.
3. Prepare a hydraulic model showing existing conditions floodplains for the 2-, 10-, 25-, 50-, and 100-year design storms.
4. Analyze potential flood mitigation measures for the open channel between Bogert Avenue and George Avenue and prepare hydraulic models showing existing conditions floodplains for the 2-, 10-, 25-, 50-, and 100-year design storms. This will include leaving existing pipes in place while increasing channel capacity and a combination of selected improvements for larger pipes in this reach.
5. Show existing and proposed conditions floodplains, demonstrating the reduction in floodplains.
6. Show existing and proposed flood profiles.
7. Hydrologic analysis will be based on previous studies; no new discharges will be calculated as part of this study.
8. Evaluate closing off the bypass storm drainage system between East Washington Avenue and Bogert Avenue. This system would remain in place for local drainage by the individual homeowners, but not act part of the regional storm drainage system.
9. Prepare a narrative summary of findings.

➤ Fee for Task 1: \$12,500

LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • WATER RESOURCES • LAND SURVEYING

Brian Brooker, P.E.
Stuart Stow, P.E., C.F.M.
Elizabeth Mello, P.E.

Eve Mancuso, P.E., C.M.E.
Glenn McCreedy, P.E., C.M.E.
John Bezuyen, P.L.S.

Ken DeGennaro, P.E., C.F.M.
Anthony Riggi, P.E.
Alan Garfinkel, P.E., P.P.

HadidJohan, P.E.
Kaitlin Sajduk, P.E.

Out of Scope Work

- 1. Hydrologic Analyses.
- 2. Construction drawings for design of new pipe systems
- 3. Permitting.
- 4. Bid Documents.
- 5. Televising existing pipes for structural integrity.

Fees for services will be billed in accordance with our Standard Terms and Conditions. Periodic billing will be based on a percentage of work complete. Printing and postage costs will be billed to you as an expense. Revisions to completed work (other than what has been stipulated) or major changes to the project are beyond the scope of the above outlined Tasks and will be billed as extra work on a time and material basis in accordance with our current fee schedule.

Thank you for the opportunity to provide this proposal. We hope that you find it satisfactory. If you find this proposal acceptable, please indicate your acceptance by signing both below and on the attached Standard Terms and Conditions, and returning a signed copy for our records.

Please contact me if you have any questions or require any additional information or clarification.

Very truly yours,



BROOKER ENGINEERING, PLLC

Kenneth DeGennaro, P.E., C.F.M.

The undersigned agrees and consents to the Standard Terms and Conditions attached hereto and made part of this contract and also to reimburse and pay to Brooker Engineering, PLLC ("Brooker"), all of Brooker's costs, expenses and disbursements, including Brooker's reasonable attorney's fees and any other costs of collection, if any invoice or bill for Brooker's services to the undersigned is not fully paid within thirty (30) days of its issuance to the undersigned, and the undersigned further agrees and consents to additionally pay to Brooker a finance charge of 1.5% (of the outstanding balance) per month, for each and every month that an invoice or bill for Brooker's services (or portion thereof) remains unpaid.

Accepted By:

Print Name Title

Signature Date

#26

Phone Model	Mac	Yealink Phone Surplus	
t-22	0015652E1E60		
t-22	0015652E1E90		
t-22	00156530CEAF		
t-22	0015652E2C18		
t-22	0015652CAA26		
t-22	00156530CE85		
		t-22	6
t-26	00156546D72E		
t-26	00156546D710		
		t-26	2
t-28	0015652B3DF0		
t-28	0015652CB658		
t-28	0015652B3B2C		
t-28	0015652CB616		
t-28	0015652B3CAA		
t-28	0015652CB650		
t-28	0015652CB246		
t-28	0015652B393C		
t-28	0015652CB4C6		
t-28	0015652B3C6C		
t-28	0015652B3BEA		
t-28	0015652B3BCA		
t-28	0015652B3b36		
t-28	0015652CB4B2		
t-28	0015652CB2EA		
t-28	0015652B3D08		
t-28	0015652CB4AC		
t-28	0015652B3D96		
t-28	0015652B3CCE		
t-28	0015652B3BF6		
t-28	0015652B3DB2		
t-28	0015652B3B0A		
t-28	0015652B3958		
t-28	0015652CB3CE		
t-28	0015652B3BD0		
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t-28	0015652CB542		
t-28	0015652B3C28		
t-28	0015652CB7AC		
t-28	0015652CB2B0		
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t-28	0015652B3BAC		

#26

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t-28	0015652B3A0E
t-28	0015652B3C8C
t-28	0015652B3B30
t-28	0015652B3BF8

t-28	39
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Total Phones	47
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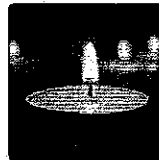
Obituaries

PREV

SERVICES

Veronica Blaine

Moritz Funeral Home
98 Route 303 South
Tappan, NY 10983
(845) 359-0890



Blaine, Veronica

Veronica Blaine, age 82, long time resident of Blauvelt, died peacefully with her family by her side, on September 13, 2016. She was born in New York City on June 2, 1934 to Charles and Ann Adair. She was raised in the Washington Heights section of Manhattan, and graduated from Incarnation Parish School and Thorpe Academy. On June 23, 1956, she married the love of her life, Patrick G. Blaine at the Church of the Incarnation. After moving to Rockland County in 1960, Veronica became an active parishioner in St. Catharine's Church in Blauvelt, serving as a Eucharist Minister and member of the Altar Society. She was also a member of the Blauvelt / Orangeburg Senior Citizens Club and served on the Orangetown Senior Advisory Council, and Board of Elections. She enjoyed spending time with her family and many friends, including members of the Red Hat Society.

Veronica was predeceased by her husband, Patrick who died in 2012. She is survived by her children, Eileen (James) McCaffrey, Patrick C. (Lynne) Blaine, Roger (Lilla) Blaine, Anne (Lance) Madson and Elizabeth (Andrew) Carolan; and her grandchildren, Patrick J., John, Kathryn, Kristian, Sean and Daniel Blaine, Michael McCaffrey, Blaine and Brendan Madson, Liam, Gavin, Conor and Ryan Carolan. Also survived by loving in-laws Myra and Harry Ruocco and many cherished nieces and nephews.

A Funeral Mass will be held Saturday, 10 am, at St. Catharine's Church in Blauvelt with burial to follow at Rockland Cemetery in Sparkill, NY. Visiting hours will be Friday, 2-4 and 7-9 pm at the Moritz Funeral Home in Tappan. In lieu of flowers, donation in Veronica's memory to a charity of one's choice would be greatly appreciated. The Blaine family would like to thank the staff at Dowling Gardens in Sparkill and doctors and staff at Nyack Hospital for their loving care.

Moritz Funeral Home

98 Route 303 South

Tappan, NY 10983

(845) 359-0890

www.moritzfh.com

Published in the The Journal News on Sept. 15, 2016

SYMPATHY FLOWERS



Delivery details:
Moritz Funeral Ho
98 Route 303 Sout
Tappan, NY 10983

Order By Phone
(855) 329-5806 CC

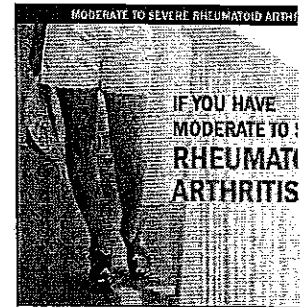
SEND FLOWERS

View More

MAKE A DONATION

If you would like to make a memor donation, please consider one of c trusted charity partners.

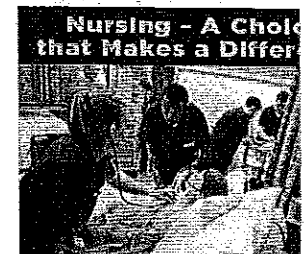
VIEW LIST



MORE INFORMATION



Funeral Etiquette
Expert Advice:
What to do and
when someone



CONCORDIA COLLEGE
Nursing

VISITATION

Friday, Sep. 16, 2016
2:00 PM - 4:00 PM

Moritz Funeral Home
98 Route 303 South
Tappan, NY 10983

Add To Calendar
View Map

VISITATION

Friday, Sep. 16, 2016
7:00 PM - 9:00 PM

Moritz Funeral Home
98 Route 303 South
Tappan, NY 10983

Add To Calendar
View Map

FUNERAL MASS

Saturday, Sep. 17, 2016
10:00 AM

St. Catharine's Church
Blauvelt, NY

Add To Calendar
View Map

BURIAL

Following Services

Rockland Cemetery
Sparkill, NY

View Map

RESOURCES

- More Obituaries for Veronica Blaine
- Looking for an obituary for a different person with this name?
- Find a Different V. Blaine See More >

Kimberly Allen

From: Charlotte Madigan
Sent: Wednesday, September 14, 2016 12:02 PM
To: Kimberly Allen
Subject: FW: REQUEST FOR MEETING CLOSURE IN MEMORY OF THOMAS H HUTCHINSON

Can we add this to the next meeting?

Charlotte Madigan

Town Clerk
Town of Orangetown
Registrar of Vital Statistics
Records Management Officer
Records Access Officer
Notary
845-359-8225

From: Denise Sullivan
Sent: Wednesday, September 14, 2016 10:59 AM
To: Charlotte Madigan
; Teresa Pugh
Subject: REQUEST FOR MEETING CLOSURE IN MEMORY OF THOMAS H HUTCHINSON

Hi Charlotte:

Can you arrange for a Town Board meeting to close in honor of my dear friend, Thomas H. Hutchinson, U.S. Navy vet and Pearl River Resident?

Thanks!

Denise A. Sullivan
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962
Tel: (845) 359-5100 x2246
Assigned days are Monday and Wednesday
Fax: (845) 359-2715

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